



To Protect and Promote the Health and the Environment of the People of Kittitas County

**COMMUNITY HEALTH OF CENTRAL WASHINGTON: CHILDREN WITH SPECIAL HEALTH CARE NEEDS
PROGRAM CONTRACT Amendment 2**

- A. An agreement between Community Health of Central Washington (CHCW) and the Kittitas County Public Health Department (KCPHD) to provide nurse consultant services for the Children with Special Health Care Needs (CSHCN) program is outlined below. Under this agreement, the following services will be provided:**
1. KCPHD will subcontract CSHCN Care Coordination to Community Health of Central Washington (CHCW) who will fulfill the requirements of care coordination. The Kittitas County Public Health Department will agree to provide the following:
 - a) Payments up to the amount of \$14,600 for the delivery of CSHCN care coordination program services (based on projected funding from the Washington State Department of Health Maternal Child Block Grant. This is contingent on approval of the MCHBG budget by the 2011 Washington State legislature in April of 2011. Reduction of funding may occur.)
 - b) KCPHD will monitor all reporting functions to ensure timeliness and accuracy to Washington State Department of Health (WSDOH)
 - Mid-year check-in: KCPHD to check in with CHCW by phone or in person
 - Review and Approve End of Year Progress Report for calendar year 2011
 - Review and Approve Final Report for calendar year 2011
 - c) Payments up to the amount of \$681 for the delivery of CSHCN Outcomes Project program services.
 2. Community Health of Central Washington (CHCW) agrees to the following:
 - a) CHCW will employ a registered nurse, fully licensed within the State of Washington to perform the work described below within the Children with Special Health Care Needs Program. This work includes:
 - Providing community access to the CSHCN program, commitment for CSHCN staff to participate in local, regional and statewide coordinator functions, trainings, meetings and conferences.
 - Providing KCPHD with all data reports
 - Providing required year end client insurance coverage data on the form provided by the KCPHD CHS Supervisor
 - Administering allocated funds for diagnosis and treatment of infants and children according to CSHCN Program policies and procedures.
 - Completing intake and renewal process into Child Health Intake Form (CHIF) Automated System on all infants and children receiving assistance and accessing services through the CSHCN Program. Submit CHIF client data on computer diskette for all children served, both new and renewals, according to CSHCN Program policies and procedures.
 - Completing a Health Services Authorization (HSA) form for purchased CSHCN services.



To Protect and Promote the Health and the Environment of the People of Kittitas County

- Managing allocation fund balance; track and report status of obligations according to CSHCN Program policies & procedures.
- Participating in the CSHCN Outcomes Project. The CSHCN Outcomes Project requirements are:
 - Participation in state and regional planning sessions on Omaha System and CSHCN Outcomes during the CSHCN Fall Workshop, CSHCN regional meetings, iLinc conferences, conference calls, and other meetings as scheduled through September 30, 2011.
 - Submission of data using Omaha System as requested by DOH CSHCN Nurse Consultant

B. Restrictions on funds

1. CHCW agrees to not use the payments received from KCPHD under this agreement for:
 - a) Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by HRSA.
 - b) Cash payments to intended recipients of health services.
 - c) The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
 - d) Meeting other federal matching funds requirements.
 - e) Providing funds for research or training to any entity other than a public or nonprofit private entity.
 - f) Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant). [Social Security Law, Sec 504(b)].

If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1)(D)].

C. References. The following are incorporated into this Agreement.

1. HRSA -Understanding Title V of the Social Security Act:
<ftp://ftp.hrsa.gov/mchb/titlevtoday/UnderstandingTitleV.pdf>
2. Social Security Act Title V Laws: http://www.ssa.gov/OP_Home/ssact/title05/0500.htm



To Protect and Promote the Health and the Environment of the People of Kittitas County

- D. CHCW agrees to submit an invoice for services provided during each calendar month. The invoice for services is due to the Business Manager at KCPHD by the 15th of the following month. KCPHD will make payments within thirty (30) days of receipt of invoice. KCPHD is not liable for services provided unless the invoice is received on time or prior arrangement are agreed to in a writing signed by the Business Manager at KCPHD. In no event will payments total more than \$14,600 under this agreement.**
- E. Defense and Indemnity. CHCW agrees to and shall defend, indemnify and hold harmless the County, its Additional Insured's, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insured's, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of CHCW, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its Additional Insured's, appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.**
- F. This agreement will be effective January 1, 2011 and will automatically terminate on December 31, 2011.**
- G. Termination. This agreement can be terminated by either party upon written 30-day notice to the other party. If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to CHCW. The termination shall be effective on the date specified in the notice of termination.**
- H. This agreement may only be modified with a writing signed by both parties. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of Kittitas County Public Health Department.**
- I. CHCW represents and warrants to the County as follows:**
- 1. CHCW is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement.**
 - 2. CHCW has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the CHCW under this Agreement in accordance with its terms.**
 - 3. This Agreement has been validly executed by an authorized representative of CHCW and constitutes a valid and legally binding and enforceable obligation of CHCW.**



To Protect and Promote the Health and the Environment of the People of Kittitas County

4. CHCW has obtained prior to the commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Agreement.
 5. CHCW is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect CHCW's ability to perform its obligations under this Agreement. CHCW is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Agreement.
 6. None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by CHCW pursuant hereto or in connection with the performance of the obligations contemplated under this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
- J. Venue.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.
- K. Independent Status.** For purposes of this Agreement, CHCW acknowledges that CHCW is not an officer, employee or agent of Kittitas County, or the State of Washington. CHCW will not hold out itself or any of its employees as, nor claim status as, an officer, employee or agent of, Kittitas County, or the State of Washington. CHCW shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of Kittitas County or the State of Washington. CHCW shall indemnify and hold harmless Kittitas County from all obligations to pay or withhold federal or state taxes or contributions on behalf of CHCW or CHCW's employees.
- L. Taxes.** CHCW understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, CHCW authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by CHCW will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of CHCW to make the necessary estimated tax payments throughout the year, if any, and CHCW is solely liable for any tax obligation arising from CHCW's performance of this Agreement. CHCW hereby agrees to indemnify the County against any demand to pay taxes arising from CHCW's failure to pay taxes on compensation earned pursuant to this Agreement.
- M. Insurance.** CHCW shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CHCW, its agents, representatives, or employees.
- 1 Minimum Scope of Insurance. CHCW shall obtain insurance of the types described below:



To Protect and Promote the Health and the Environment of the People of Kittitas County

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. Kittitas County and KCPHD shall be named as additional insured under the CHCW's Commercial General Liability insurance policy with respect to the work performed for the County and/or KCPHD.
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the CHCW's profession.

2 Minimum Amounts of Insurance. CHCW shall maintain the following insurance limits:

- a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a) CHCW's insurance coverage shall be primary insurance as respects the County and KCPHD. Any insurance, self-insurance, or insurance pool coverage maintained by the County shall be excess of the CHCW's insurance and shall not contribute with it.
- b) CHCW's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than B+:V.

5 Verification of Coverage. CHCW shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of CHCW before commencement of the work.

- N. RECORDS MAINTENANCE AND INSPECTION:** This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems



To Protect and Promote the Health and the Environment of the People of Kittitas County

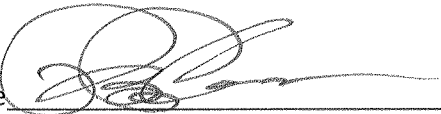
pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. CHCW shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.


- O. Notice of Inspections:** CHCW shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.
- P. Nondiscrimination:**
1. The County is an equal opportunity employer.
 2. **Nondiscrimination in Employment.** In the performance of this Agreement, CHCW will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. CHCW shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. CHCW shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
 3. **Nondiscrimination in Services.** CHCW will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.
 4. If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. CHCW shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.
- Q. Assignment.** CHCW shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of KCPHD, and it is further agreed that said consent must be sought in writing by CHCW not less than thirty (30) days prior to the date of any proposed assignment. KCPHD reserves the right to reject without cause any such assignment.



To Protect and Promote the Health and the Environment of the People of Kittitas County

- R. Severability.** If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or otherwise unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision or part held to be invalid.
- J. Entire Agreement.** The parties agree that this Agreement is the complete expression of the agreement between the parties and all other terms not found herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and be cause for termination. Both parties agree that the forgiveness of the nonperformance of any provision of this agreement does not constitute a waiver of said provision of this agreement.

Signature  Date 5/19/2011
Paul Jewell - Chair man for BOCC Kittitas County Public Health Department

Signature  Date 6/15/2011
Paul Kaschmitter
Community Health of Central Washington

Termination Date: 12/31/11