AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement dated January 1, 2013 is made by and between Kittitas County (hereinafter "the County") and Community Health of Central Washington (hereinafter "Contractor").

WHEREAS, on January 1, 2013 the County and Contractor entered into a Professional Services Agreement which stated in Exhibit "B" that the Contractor agreed to submit an invoice for services provided during each calendar month; and

WHEREAS, Exhibit "B" further stated that such invoice is due by the Contractor by the 15th of the following month; and

WHEREAS, Contractor has requested, and the County is agreeable to, a change in the due date for the Contractor to submit an invoice for services provided; and

WHEREAS, Section 12 of the Professional Services Agreement allows for modification of the agreement based on the mutual consent of the parties in writing.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties to amend the Professional Services Agreement (attached hereto as Attachment "A") dated January 1, 2013 as follows:

1) The second sentence of the last paragraph of Exhibit "B" which reads "*The invoice for services is due to the Accountant at the Kittitas County Public Health Department (the County) by the 15th of the following month.*" is hereby deleted and replaced with "*The invoice for services is due to the Accountant at the Kittitas County Public Health Department (the County) within thirty (30) days following the last day of each calendar month.*"

2) All other terms and conditions of the aforementioned Professional Services Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment to Professional Services Agreement this 5th day of March, 2013.

APPROVED:

COMMUNITY HEALTH OF CENTRAL WASHINGTON

Signature of Signatory
(Date 3/28/13)

Print Name of Signatory

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Obie O'Brien, Chairman

Paul Jewell, Commissioner

Gary Berndt, Commissioner

Attest:

Clerk of the Board

Contractor Address:

Community Health
of Central Washington
1806 W. Lincoln Ave
Ellensburg, WA 98902

Project Contact:
Paul Kaschmitter

County's Address:

Kittitas County
205 West 5th Avenue, Suite 108
Ellensburg, WA 98926

Project Contact:
Liz Whitaker

ATTACHMENT "A"

Professional Services Agreement
Between
Kittitas County
And
Community Health of Central Washington

PROFESSIONAL SERVICES AGREEMENT
Between
KITTITAS COUNTY PUBLIC HEALTH
And
COMMUNITY HEALTH OF CENTRAL WASHINGTON

This Agreement dated as of January 1, 2013 is made by and between Kittitas County (hereinafter "the County") and Community Health of Central Washington (hereinafter "Contractor"). The County and Contractor agree as follows:

General Conditions; Exhibit A (Scope of Work);
Exhibit B (Compensation); Exhibit C (Proof of Insurance);
Exhibit D (2012-2014 Consolidated Contract #C16889 between Kittitas County and the Washington State Department of Health)
Exhibit E (2013 CSHCN Quarterly MCHBG Reporting Form)

Copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein. The following documents and/or laws are incorporated by reference as fully as if set forth herein:

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

The term of this Agreement shall commence on January 1, 2013 and continue until December 31, 2013. Any party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 7 (Independent Contractor), 9 (Taxes), 15 (Defense and Indemnity Agreement), 21 (Patent/Copyright Infringement) and 24 (Confidentiality), are totally and fully part of this Agreement and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 8th day of January, 2013.

APPROVED:

COMMUNITY HEALTH OF CENTRAL WASHINGTON

Signature of Signatory
(Date 01/25/2013

Paul Kaschmitter
Print Name of Signatory

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Chairman

Vice-Chairman

Commissioner

COUNTY COMMISSIONERS KITTITAS COUNTY WASHINGTON SEAL

Attest:

Clerk of the Board

Contractor Address:
Community Health of Central Washington
1806 W Lincoln Ave
Yakima, WA 98902

Project Contact:
Paul Kaschmitter

County's Address:
Kittitas County Public Health Department
205 West 5th Avenue, Suite 108
Ellensburg, WA 98926

Project Contact:
Liz Whitaker

GENERAL CONDITIONS

1. Scope of Contractor's Services:
Contractor agrees to provide to the County services and any materials set forth in the project narrative identified in Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Performance of Work:
Contractor shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement. All work shall comply with applicable codes, ordinances and the Consolidated Contract (Exhibit D).

3. Schedule of Performance:
Unless directed otherwise by the County, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

4. Definitions:

4.1 "Additional Insured's" means the County, its successors and assigns, and the respective directors, officers, employees, agents and representatives of the County and its successors and assigns.

4.2 "Support" means the following: Contractor's directors, officers, employees, agents and representatives; and sub-Contractors of any tier; the respective directors, officers, employees, agents and representatives of these sub-Contractors of any tier; and any other person or entity acting under the direction or control of, or on behalf of, Contractor or any Contractor's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.

4.3 The "Work" means all of the duties listed in Exhibit A and the performance of all other obligations, under this Agreement by Contractor or its Support.

5. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by the County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the Kittitas County Board of Commissioners, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this Agreement.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system, for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

6. Assignment and Subcontracting:
No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

7. Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

Contractor will defend, indemnify and hold harmless the County, its Additional Insured's, officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

8. No Guarantee of Employment:
The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

9. Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the Contractor 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 the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

10. Regulations and Requirement:
This Agreement shall be subject to all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington and to any other provisions set forth herein or in the attached exhibits. The Contractor agrees to comply with all terms and conditions of the Consolidated Contract (Exhibit D), including all terms, conditions, assurances and certifications for the tasks subcontracted in the Scope of Work (Exhibit A).

11. Right to Review:
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 pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Contractor 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.

12. Modifications:

12.1 Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

12.2 The County may, at any time, by written notice thereof to Contractor ("Change Notice") make changes in the Work within the general scope of this Agreement, including, but not limited to: (a) changes in, revisions to, substitutions for, additions to or deletions of any Work; (b) changes in schedule; and (c) acceleration, deceleration or suspension of performance of any Work.

12.3 If any change in the Work causes an increase or decrease on Contractor's cost of, or the time required for, performance of the Work, an equitable adjustment in the compensation to Contractor and in the schedule for the performance of the Work shall be made to reflect such an increase or decrease.

12.4 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Contractor shall proceed in accordance with all Change Notices. Contractor must, within thirty (30) days after receipt of any Change Notice that does not set forth any acceptable adjustment, submit to the County a written statement setting forth any adjustment claimed.

12.5 If any change results in a decrease in the Work performed, Contractor shall be entitled to compensation associated with changing the Work, such as revising design already completed, revising calculations already performed, and revising documents.

13. Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

14. Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. In the event of such termination, an equitable adjustment shall be made in the compensation payable to Contractor.

An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

15. Defense & Indemnity Agreement:
The Contractor 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 the Contractor, 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.

16. Industrial Insurance Waiver:
With respect to the performance of this Agreement and as to claims against the County, its Additional Insured's, officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

17. Venue and Choice of Law:
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.

18. Withholding Payment:
In the event the Contractor has failed to perform any obligation to be performed by the Contractor under this Agreement within the time set forth in this Agreement, then the County may, upon written notice, withhold

all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Contractor Commitments, Warranties and Representations:
The Contractor represents and warrants to the County as follows:

20.1 The Contractor 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.

20.2 The Contractor has the authority to execute this Agreement, to make the representations and warranties set forth in it and to perform the obligations of the Contractor under this Agreement in accordance with its terms.

20.3 This Agreement has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.

20.4 The Contractor has or will obtain 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.

20.5 The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement. The Contractor 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.

20.6 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor 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.

21. Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County; to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

21.1 Contractor shall be notified promptly in writing by County of any notice of such claim.

21.2 Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

22. Disputes:

22.1 General

Differences between the Contractor and the County, arising under and by virtue of the Agreement Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Kittitas County Commissioners shall be final and conclusive.

22.2 Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the completion of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or extension of time claimed to be due.

23. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or sub-Contractors, in connection with performance of this Agreement shall be the sole and absolute property of the County.

24. Confidentiality:

The Contractor, its employees, sub-Contractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its Additional Insured's, officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

25. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Kittitas County Commissioners, 205 W 5th Ave, Suite 108, Ellensburg, WA 98926.

Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:
If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

27. Miscellaneous:

27.1 The County's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.

27.2 This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior agreements, regarding the Work. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

27.3 The rights and remedies of the County set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the County by any other provisions of this Agreement, by any of Contractor's Support or by law.

27.4 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

28. Waiver:
Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. Survival:
The provisions of paragraphs 7, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 30, and 31, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. Nondiscrimination:

30.1 The County is an equal opportunity employer.

30.2 Nondiscrimination in Employment
In the performance of this Agreement, the Contractor 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. The Contractor 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. The Contractor 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.

30.3 Nondiscrimination in Services

The Contractor 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.

30.4 If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

31. Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

EXHIBIT "A"

SCOPE OF WORK

In addition to providing all material and labor, the Contractor shall perform the following:

1) 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 (Maternal and Child Health: Task 2 in Exhibit D). This work includes:

   a) Providing community access to the CSHCN program, commitment for CSHCN staff to participate in local, regional and statewide coordinator functions, trainings, meetings and conferences.

   b) Preparation and submittal of data reports to the Washington State Department of Health on a quarterly basis.

   c) Preparation and submittal of data reports, including client insurance coverage data, to the KCPHD CHS Supervisor on a quarterly and year end basis utilizing the attached 2013 CSHCN Quarterly MCHBG Reporting Form.(2013 CSHCN Quarterly MCHBG Reporting Form in Exhibit E)

   d) Meet annually with the KCPHD CHS Supervisor for a program work plan review.

   e) Administering allocated funds for diagnosis and treatment of infants and children according to CSHCN Program policies and procedures.

   f) Perform the following Consolidated Contract Requirements and copy the County on all submissions to the Washington State Department of Health:

      i) 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. Upload CHIF client data to a secure online Department of Health program for all children served, both new and renewals, according to CSHCN Program policies and procedures. (Maternal and Child Health: Task 2.1 in Exhibit D)

      ii) Complete and submit all required Health Services Authorization (HSA) form for purchased CSHCN services to the state. (Maternal and Child Health:Task 2.2 in Exhibit D)

      iii) Manage DX/TX allocation fund balance; track and report status of obligations according to CSHCN Program policies & procedures. (Maternal and Child Health: Task 2.3 in Exhibit D).

EXHIBIT "B"

COMPENSATION

As full compensation for satisfactory performance of the work, the County shall pay Contractor compensation not to exceed:

1) Payments not less than the minimum amount of $13,100 and up to a maximum amount of $14,600 for the delivery of CSHCN care coordination program services. These amounts are based on projected funding from the Washington State Department of Health Maternal Child Health Block Grant, which is contingent on the final award from the Washington State Department of Health. In the event of a reduction of funding, Contractor agrees to an amendment of this section consistent with the reduction in funding.

Restrictions on Funds: Contractor agrees that payments received from the County under this Agreement shall not be used 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)]*.

Contractor agrees to submit an invoice for services provided during each calendar month. The invoice for services is due to the Accountant at the Kittitas County Public Health Department (the County) by the 15th of the following month. County will make payments within thirty (30) days of receipt of invoice. County 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 County. In no event will payments total more than $14,600 under this agreement.

EXHIBIT "C"

The Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, its Support and the Additional Insured's from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the work or this Agreement, whether such performance is by Contractor or any of its Support.
All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The Contractor shall provide proof of insurance for:

1) Commercial General Liability Insurance.
   - Coverage limits not less than:
     - $1,000,000 per occurrence per project
     - $2,000,000 general aggregate
     - $1,000,000 products & completed operations aggregate
     - $1,000,000 personal and advertising injury, each offense
   - Certificate Holder – Kittitas County
   - The Certificate must name the County as additional insured as defined in the Agreement
   - Thirty (30) days written notice to the County of cancellation of the insurance policy.

2) Commercial Automobile Liability Insurance.
   - Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.
   - Coverage limits not less than:
     - $1,000,000 combined single limit
   - Thirty (30) days written notice to the County of cancellation of the insurance policy.

3) Workers' Compensation.
   - Workers' Compensation in amounts required by law.

4) Professional Liability.
   - The Contractor and/or its Subcontractor shall provide evidence of Professional Liability Insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

- $1,000,000 per Claim
- $1,000,000 annual aggregate

- If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include Pollution Liability coverage
- If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Agreement.

Contractor shall furnish the County a certificate of insurance with Endorsement as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. Contractor's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

The Contractor shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

EXHIBIT "D"

2012-2014 Consolidated Contract #C16889 between Kittitas County and the Washington State Department of Health

EXHIBIT "E"

2013 CSHCN Quarterly MCHBG Reporting Form

Exhibit E: 2013 CSHCN Quarterly Report for the MCHBG

Facility reporting: Click here to enter text. Quarter period: Click here to enter text.

Name of reporter: Click here to enter text. Date CHIF entry was completed: Click here to enter text.

Email report to [illegible] or fax: 933-8246 by the 15th of the month following the end of the quarter.

Quarter	# Home Visits	# Office Visits	# Other communications	# New Referrals	# Title V served	# Title XIX served	# other served	Outreach # community events	Outreach # provider contacts
Description	All non-office visits	Office visits	Email, phone, text messages, etc. with clients	All new referrals	New clients entered in CHIF	Medicaid or Apple Health	Other health insurance	Events & meetings, education & advocacy	Contact with providers beyond referral
Quarter 1									
Quarter 2									
Quarter 3									
Quarter 4									
Year-end total									

Narrative of CSHCN outreach activities (optional): Click here to enter text.