

## FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement ("Agreement") is made by and between Community Health of Central Washington ("Sponsor") and the following members the Kittitas County Health Network Steering Committee ("Committee"): Central Washington University, City of Ellensburg, HopeSource, Kittitas County Public Health Department, Kittitas Valley Fire and Rescue, and Southeast Washington Aging and Long Term Care. Sponsor is a Washington nonprofit corporation located in Yakima, Washington, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC"). The Committee is an unincorporated nonprofit association established to oversee the affairs of the Project described below.

### RECITALS

A. The Sponsor Board of Directors has approved the establishment of a restricted fund to receive donations of cash ("contributions") from the Committee designated for support of the project known as the Kittitas County Health Network (the "Project") and to make disbursements to Deborah Gauck Consulting ("Contractor") in furtherance of the Project's purpose to improve population health through cross-sector collaboration and systems integration.

B. Sponsor desires to act as the fiscal sponsor of the Project, by receiving contributions identified for the purposes of the Project from the Committee and using them to pursue those purposes, which Sponsor's Board has determined will further Sponsor's health care goals. The Committee desires to oversee the Project on behalf of Sponsor.

### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Restricted Fund. Beginning on February 1, 2017, each Committee member shall contribute \$1,000 to Sponsor for the purposes of the Project. Sponsor shall place all contributions received by Sponsor from the Committee into a restricted fund to be used for the sole benefit of the Project's purpose. Neither party shall spend or otherwise obligate Sponsor to pay for an amount or amounts exceeding the balance in the restricted fund, nor shall either party authorize or permit anyone to do so.

2. Performance of Project Purpose. All of the contributions received by Sponsor from the Committee under the terms of this Agreement shall be devoted to the purpose of the Project, within the tax-exempt purposes of Sponsor.

3. Termination. This Agreement shall terminate on June 30, 2017. The balance of assets in Sponsor's restricted fund for the Project shall be transferred to another nonprofit organization that is tax-exempt under IRC Section 501(c)(3) and is willing and able to sponsor the Project ("Successor") at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If no Successor is found within a reasonable time, Sponsor may dispose of the Project assets in any manner consistent with applicable tax laws. Either party may terminate this Agreement, based upon a material breach of this Agreement by the other party, by giving ten (10) days' written notice to the other party, and any Project assets shall be disposed of at the end of the notice period in a manner consistent with the provisions stated above in this Paragraph.

4. Miscellaneous. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall

be interpreted and construed in accordance with the laws of the State of Washington applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of Sponsor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

5. Entire Agreement. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement as of the effective date set forth in Paragraph 1 above.

COMMUNITY HEALTH OF CENTRAL WASHINGTON

By: \_\_\_\_\_

Mike Maples, Chief Executive Officer

Dated: \_\_\_\_\_

CENTRAL WASHINGTON UNIVERSITY

By: \_\_\_\_\_

James Gaudino, President

Dated: \_\_\_\_\_

**Note: CWU decided not to sponsor.**

CITY OF ELLENSBURG

By: \_\_\_\_\_

Rich Elliott, Mayor

Dated: \_\_\_\_\_

HOPESOURCE

By: \_\_\_\_\_

Susan Grindle, Chief Executive Officer

Dated: \_\_\_\_\_

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

By: \_\_\_\_\_

Robin Read, Administrator

Dated: \_\_\_\_\_

KITTITAS VALLEY FIRE AND RESCUE

By: \_\_\_\_\_

John Sinclair, Chief

Dated: \_\_\_\_\_

SOUTHEAST WASHINGTON AGING AND LONG TERM CARE

By: \_\_\_\_\_

Lori Brown, Director

Dated: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

Funding is provided for the following activities and deliverables:

1. Manage the Project.
  - a) Deliverable: By June 30, 2017, the Contractor will have developed monthly Project meeting materials.
  - b) Deliverable: By June 30, 2017, the Contractor will have monitored Project tasks.
2. Facilitate Project meetings.
  - a) Deliverable: By June 30, 2017, the Contractor will have facilitated monthly Project meetings.
3. Recruit additional Project members.
  - a) Deliverable: By June 30, 2017, the Contractor will have developed a community engagement plan.
  - b) Deliverable: By June 30, 2017, the Contractor will have convened the Steering Committee and provided an overview of Network and planning activities.
4. Facilitate Project training.
  - a) Deliverable: By June 30, 2017, the Contractor will have facilitated Pathways Community HUB Model training.
  - b) Deliverable: By June 30, 2017, the Contractor will have facilitated Collective Impact Framework training.
5. Develop Project communication strategies.
  - a) Deliverable: By June 30, 2017, the Contractor will have identified and profiled audiences.
  - b) Deliverable: By June 30, 2017, the Contractor will have developed messages.
  - c) Deliverable: By June 30, 2017, the Contractor will have selected communication channels.
  - d) Deliverable: By June 30, 2017, the Contractor will have chosen activities and materials.
6. Develop Project support/buy-in
  - a) Deliverable: By June 30, 2017, the Contractor will have researched funding strategies.
  - b) Deliverable: By June 30, 2017, the Contractor will have identified potential grant sources.

**EXHIBIT B  
COMPENSATION**

1. As full compensation for satisfactory performance of the work as described herein, Sponsor shall pay Contractor compensation in an amount not to exceed \$7,000. The Contractor agrees to:
  - a) Submit invoices to Sponsor within ten (10) days following the last day of the month being invoiced.
  - b) Submit invoices for actual expenses incurred during the billing period. (Sponsor will not pay invoices for an equal monthly amount based on full contract compensation.)
  - c) Provide detail of expenses being billed for.

Kittitas County  
Review Form  
Grants & Contract Agreement



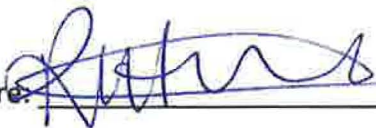
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Today's Date 02/28/2017	Agenda Date 4/18/17
Fund/Department 116-Public Health	

**Contract/Grant Information**

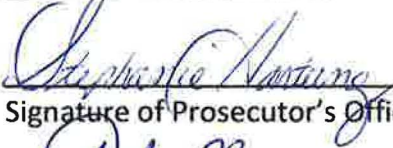

Contract /Grant Agency: CHCW KCHN Fiscal sponsorship Agreement	
Period Begin Date: 02/01/2017	Period End Date: 06/30/2017
Total Grant/Contract Amount: \$1000.00	
Grant/Contract Number:	
Contract/Grant Summary: The Fiscal Sponsorship Agreement between Community Health of Central Washington and Kittitas County Health Network Steering Committee: Central Washington University, City of Ellensburg, HopeSource, Kittitas County Public Health Department, Kittitas Valley Fire and Rescue, and Southeast Washington Aging And Long Term Care. The Sponsor Board of Directors has approved the establishment of a restricted fund to receive donations of cash from the Committee designated for support of the project known as the Kittitas County Health Network and to make disbursements to Deborah Gauck Consulting in the furtherance of the Project's purpose to improve population health through cross-sector collaboration and systems integration.	

**Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_**

Department Head Signature: 	Administrator	Date: 4/19/17
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**Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:**

APPROVED AS TO FORM:

	3-30-17
Signature of Prosecutor's Office	Date
	4/15/17
Signature of Auditor's Office	Date
Signature of Board of Health member	Date

**Financial Information**

Total Amount \$1000.00	State Funds \$1000.00	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$ Explain	
Is Equipment being purchased?	Who owns equipment?	
New Personnel being hired?	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

**Budget Information**

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		
116-612.91.54902 – 1000.00 (paid from 612.91.334.06.902)		

**Pass Through Information**

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

**Prosecutor Review**

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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**County Departments Impacted**

<input type="checkbox"/> Auditor	<input type="checkbox"/> Facilities Maintenance
<input type="checkbox"/> Information Services	<input type="checkbox"/> Human Resource
<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Treasurer

**Submitted**

Signature:	Date:
Department:	

**Assignment of Tracking Information**

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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