Kittitas County
Review Form
Grants & Contract Agreement

Today's Date 10/01/2012		Agenda Date
Fund/Department: Kittitas County Health Department Fund 116		

Contract/Grant Information

Contract /Grant Agency: Child Care Infant Nurse Consultant Contract between CMA and Kittitas County Public Health Department.		
Period Begin Date: 01/01/2012		Period End Date: 12/31/2012
Total Grant/Contract Amount: $		
Grant/Contract Number:		
Contract/Grant Summary: An agreement between CMA Daycare and the Kittitas County Public Health Department to provide infant nurse consultant services. Kittitas County Public Health will receive $125.00 per month for a total contract maximum of $1500.00. Additional onsite consultation services will be charged at a rate of $95.00 per hour.		

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date: 12/27/11

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:
APPROVED AS TO FORM:

_____
Signature of Prosecutor's Office Date

_____
Signature of Auditor's Office Date

_____
Signature of Board of Health member Date

Financial Information

Total Amount $1500.00	State Funds $	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	

Budget Information

Budget Amendment Needed?	Yes ☐ attach budget form	No ☒ Why not :
New Division Created?		Already budgeted for
Revenue Code : 61292434620		

Pass Through Information

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

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes ☐ No ☐

County Departments Impacted

	Auditor		Facilities Maintenance
	Information Services		Human Resource
	Prosecutor		Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

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

Reviewer	Date

Kittitas County
Public Health
Department

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

NURSE CONSULTANT AGREEMENT

This Agreement dated as of January 1, 2012 is made by and between Kittitas County Public Health Department (hereinafter "the County") and CMA (hereinafter "Child Care Center"). County and Child Care Center agree as follows:

General Conditions; Exhibit A (Scope of Work); Exhibit B (Compensation)

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on January 1, 2012 and continue until December 31, 2012. 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 Agreement.

Child Care Center acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 6 (Independent Contractor), 13 (Defense and Indemnity Agreement), and 14 (Industrial Insurance Waiver) 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 ____ day of _____, 2011.

Kari Mirro

_____
Signature of Signatory
(Date _____)

_____
Print Name of Signatory

APPROVED:

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Paul Jewell, Chairman

_____
Alan Crankovich, Vice-Chairman

_____
Obie O'Brien, Commissioner

Attest:

_____
Clerk of the Board

Child Care Center Address:
1407 North B Street
Ellensburg, WA 98926

County Contact and Address:

Maria Canfield, Administrator
Kittitas County Public Health Department
507 N. Nanum St., Suite 102
Ellensburg, WA 98926

GENERAL CONDITIONS

1. Scope of County Services:
County agrees to provide to the Child Care Center 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 County, unless otherwise provided for in the Agreement.

2. Performance of Work:
County and Child Care Center shall perform work in accordance with, and shall comply with, all of the provisions of this Agreement.

3. Definitions:

3.1 "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.

3.2 "Support" means the following: Child Care Center's directors, officers, employees, agents and representatives; and sub-Contractors 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, Child Care Center or any Child Care Center's sub-Contractors of any tier in connection with or incident to the performance of the Work or this Agreement.

3.3 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.

4. Accounting and Payment for County Services:
Child Care Center shall pay the County for services rendered under this Agreement as set forth in Exhibit "B".

5. 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.

6. Independent Contractor:
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. No agent, employee, servant or representative of the Child Care Center shall be deemed an agent,

employee, servant or representative of the County for any purpose and the employees of the Child Care Center are not entitled to any benefits that the County provides to its employees.

Child Care Center 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.

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

8. 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.

9. 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 Child Care Center 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.

10. Modifications:

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

10.2 The County may, at any time, by written notice thereof to Child Care Center ("Change Notice") makes 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.

11. Termination for Default:
If the Child Care Center 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 Child Care Center in the U.S. mail, postage prepaid, terminate the Agreement. If the Agreement is terminated for default, the Child Care Center shall not be entitled to receive any further services under the Agreement until all payments owed have been received by the County. Any extra cost or damage to the County resulting from such default(s) shall be added to any money owed by the Child Care Center.

If a notice of termination for default has been issued and it is later determined for any reason that the Child Care Center 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.

12. 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 Child Care Center shall make payment for actual work performed at unit contract prices for completed items of work.

An equitable adjustment in the contract price for partially completed items of work will be made. 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.

13. Defense & Indemnity Agreement:
The Child Care Center 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 Child Care Center, 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.

14. 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 Child Care Center 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 Child Care Center. **This waiver is mutually negotiated by the parties to this Agreement.**

15. 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.

16. Withholding Performance:
In the event the Child Care Center has failed to perform any obligation to be performed by the Child Care Center under this Agreement within the time set forth in this Agreement or has failed to make payments in a timely manner under this Agreement, then the County may, upon written notice, stop further performance of services under this Agreement, without penalty, until Child Care Center's failure to perform or pay is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:
The County's performance of this Agreement is made possible, in part, through the receipt of funds from state, federal and private entities. 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 perform services until after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Child Care Center Commitments, Warranties and Representations:
The Child Care Center represents and warrants to the County as follows:

18.1 The Child Care Center 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.

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

18.3 This Agreement has been validly executed by an authorized representative of the Child Care Center and constitutes a valid and legally binding and enforceable obligation of Child Care Center.

18.4 The Child Care Center 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.

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

18.6 None of the representations or warranties in this Agreement, and none of the documents, statements, certificates or schedules furnished or to be furnished by Child Care Center 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.

19. Disputes:

Differences between the Child Care Center 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 Board of Health shall be final and conclusive.

20. Ownership of Items Produced:

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

21. 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 Child Care Center to the Kittitas County Public Health Department Administrator, at 507 N. Nanum St. Suite 102, Ellensburg, WA 98926. Notice to the Child Care Center 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.

22. 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.

23. Miscellaneous:

23.1 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.

23.2 This Agreement embodies the entire Agreement between the County and Child Care Center, 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.

23.3 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 Child Care Center's Support or by law.

23.4 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.

24. 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.

25. Survival:
The provisions of paragraphs 6, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 28 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

EXHIBIT "A"

SCOPE OF WORK

The Child Care Center shall provide the following:

1. A staff member to serve as a contact person for the nurse consultant regarding health concerns;
2. Access to program records and facilities as needed to fulfill the duties of the nurse consultant; and
3. Implementation of the health policies and procedures. **The Child Care Center retains all responsibility for its health policies and procedures per WAC 173-295-3010, including but not limited to: updates, implementation, staff training and oversight.**

The County shall provide a nurse consultant who will:

1. Visit the center one time per month for one hour, as arranged with the Child Care Provider director, per WAC 170-295-4130. Typical duties that may be included in the monthly one-hour on-site visit include, but are not limited to:
    a. Monthly Tasks:
        i. Assess and give feedback regarding child care practices, such as feeding, diaper changing, caregiver/infant interactions, hand washing, cleaning and disinfection.
        ii. Assess and give feedback regarding the child care environment, and growth and development of infants and children.
        iii. Consult with staff regarding health concerns of individual children and make referrals on as needed basis.
        iv. Assist staff to determine parent education needs and provide health information for parents (via bulletin board, handouts, or classes) as needed.
        v. Review illness and injury incidents as needed.
        vi. Assess medication administration procedures for required documentation of prescription orders, medication storage, and administration processes.
        vii. Review newly enrolled infant immunization records.
        viii. Document on-site visits in writing, copies to be retained at the child care center and the Kittitas County Public Health Department.
    b. Annual Tasks:
        i. Review immunization records for all enrolled infants;
        ii. Evaluate staff immunization records;
2. Be available for telephone and email consultation when nursing advice is needed between visits; and

3. Email to the Child Care Center educational updates and referrals to continuing education opportunities as such materials are available.

Other Services Available. These services are not included in this Agreement unless specifically requested in writing by the Child Care Center director. If requested by the Child Care Center director, the following additional services may be provided by the County:

1. Health Policies and Procedures Review. Review the Child Care Center's health policies and procedures. There is a minimum two hour time estimate for health policy and procedure reviews.
2. Provide other nurse consultant staff in-services, as requested by the Child Care Center director.

EXHIBIT "B"

COMPENSATION

As full compensation for satisfactory performance of the work, the Child Care Center shall pay the County the following compensation:

1. Contract Minimum: Monthly one-hour visit plus phone support and educational materials shall be compensated at a rate of $125 per month, for twelve months, for a total of $1500 for the year;

Optional Services. If additional services are requested by the Child Care Center Director, the Child Care Center shall compensate the County (in addition to the compensation provided above) at the following rates:

1. Health Plan Review: If health plan review is requested by Child Care Center director, the Child Care Center shall compensate the County at a rate of $95 per hour, with a minimum of two hours review;
2. If any additional nurse consultant services are requested by the Child Care Center director, these services shall be reimbursed at a rate of $95/hour.

Payments are due to the County within thirty (30) days of issuance of a monthly invoice. Any payments not received within thirty (30) days of issuance by the County will incur a ten percent (10%) late fee, accruing an additional 10% every thirty (30) days thereafter. Failure to pay may result in additional interest and fees, and the County may assign any unpaid amounts to a collection agency in accordance with chapter 19.16 RCW.