



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street ♦ Port Townsend ♦ Washington ♦ 98368
www.jeffersoncountypublichealth.org

December 26, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: February 3, 2014

SUBJECT: Agenda Item – Software Sublicense with Kitsap Public Health District for purchase of Nightingale Notes software #1210; February 1, 2014 – auto annual renewal; \$6,150

STATEMENT OF ISSUE:

Jefferson County Public Health, Community Health, requests Board approval of the Software Sublicense with Kitsap Public Health District for the purchase of Nightingale Notes software #1210; February 1, 2014 – auto annual renewal; \$6,150

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This is an agreement with Kitsap Public Health District to purchase three (3) Health District Nightingale Notes software licenses. This is an electronic medical records system. This will be used by the Maternal Child Health team at JCPH for electronic medical records charting. By purchasing through this sublicense we can purchase at a third of the price. This system is used by several counties through a discounted arrangement. Kitsap will provide 40 hours of training to JCPH staff which will include set-up.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

JCPH will purchase three (3) software licenses at \$1,500 for each license, \$550 per license annual support fee, and \$75/hr for training/set-up. This contract is funded by the County General Fund.

RECOMMENDATION:

JCPH management request approval of the Software Sublicense with Kitsap Public Health District for the purchase of Nightingale Notes software #1210; February 1, 2014 – auto annual renewal; \$6,150

REVIEWED BY:


Philip Morley, County Administrator

1/22/14
Date

Software Sublicense Agreement

This Software Sublicense Agreement (“Agreement”) is entered into between the Kitsap Public Health District, a health district formed pursuant to chapter 70.46 RCW (“Health District”), and Jefferson County Public Health, (“JCPH”).

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Purpose:** The Health District and JCPH desire to enter into a software sublicense agreement to permit JCPH to use up to three (3) Health District Nightingale Notes licenses in their Public Health Programs.
2. **Services Provided:**
 - a. The Health District agrees to provide three Nightingale Notes licenses to JCPH for use in their Public Health Programs and permission to subcontract these licenses from CHAMP has been granted. See Attachment A.
 - b. The Health District agrees to provide 40 hours of training to JCPH staff, including set-up, in the use of Nightingale Notes at a mutually agreed upon location and time.
3. **Compensation:**
 - a. JCPH agrees to pay \$1,500 for use of each license (total of \$4,500) for the term of this agreement.
 - b. JCPH agrees to pay \$550 per license annual support fee (total of \$1,650) for the term of this agreement.
 - c. JCPH agrees to pay \$75 per hour for training and set-up (total of \$3,000).
 - d. JCPH agrees to remit payment in full for all licenses, fees, and training no later than February 28, 2014.
4. **Period of Performance:** The term of this Agreement begins on February 1, 2014, and will renew annually until terminated by either party pursuant to the requirements of Section 10 of this agreement.
5. **Notices:** Notices pursuant to this agreement shall be sent to:

Kitsap Public Health District 345 6 th Street, Suite 300 Bremerton, WA 98337 Attention: Suzanne Plemmons	Jefferson County Public 615 Sheridan Port Townsend, WA 98368 Attention: Jean Baldwin
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6. **Ownership of Materials.** Ownership of the Nightingale Licenses is retained by the Kitsap Public Health District.
7. **Non-Discrimination:** During the performance of this Agreement, the Provider under the authority of this Agreement shall not discriminate or tolerate harassment on the

basis of race, color, sex, religion, national origin, marital status, creed, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

8. **Compliance With the Health Insurance Portability Accountability Act of 1996 (HIPAA)**

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

- a. The Provider agrees not to use or disclose protected health information other than as permitted or required by this Agreement, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Provider shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Provider is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.
- b. The Provider agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the Health District as required by 45 CFR, Part 164, Subpart C. The Provider is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- c. Within two (2) business days of the discovery of a breach as defined at 45 CFR § 164.402 the Provider shall notify the Health District of any breach of unsecured protected health information.
- d. The Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to the Provider of a use or disclosure of protected health information by the Provider in violation of the requirements of this Agreement or the law.

9. **Indemnification.** Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees, and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, employees, and agents in the performance of this Agreement. Solely for the purposes of this provision, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

- 10. **Termination.** This Agreement may be terminated by either party upon giving at least 30 days' advance written notice to the other party.
- 11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.
- 12. **Amendment.** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- 13. **No Waiver.** This failure of either party to insist upon strict performance of any term or condition of this Agreement will not be construed to be a waiver, unless expressly so stated in a writing signed by an authorized representative of that party.
- 14. **Legal Effect.** Each party warrants that it has taken all actions necessary for this Agreement to take legal effect and that the person signing on its behalf has full legal authority.
- 15. **Legal Compliance.** The parties agree to comply with all applicable federal, state, and local laws in the performance of this Agreement.

We, the undersigned, agree to the terms of this Agreement.

KITSAP PUBLIC HEALTH DISTRICT

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY**


By: _____
Scott Daniels
Administrator

By: _____
John Austin, Chair

Date: _____

Date: _____

APPROVED AS TO FORM:

Approved as to form only

 12/26/13
 Jefferson Co. Prosecutor's Office
 David Alvarez, Chief Civil DPA



November 11, 2013

Suzanne M. Plemmons, MN, RN
Kitsap County Health District
Community Health Director
345 6th Street, Suite 300
Bremerton, WA 98337

Jean Baldwin, Administrator
Jefferson County Public Health
615 Sheridan
Port Townsend, WA 98368

Dear Suzanne and Jean:

This letter confirms our willingness to support the arrangement you have proposed, whereby Jefferson County will purchase Nightingale Notes licenses from Kitsap County. We understand that Jefferson County will be sharing the Kitsap County database, but you will keep data separate by use of cost centers, programs, and permissions (roles). We further understand that you will put in place an appropriate HIPAA business associate agreement.

Regards,


Nicole K Sowers, COO
Champ Software, Inc.