



JEFFERSON COUNTY PUBLIC HEALTH

Consent Agenda

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

January 17, 2014

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 – Enhanced Package Services Agreement with Qualis Health for Health Technology Services; January 1, 2014 – December 31, 2014; \$1,500

STATEMENT OF ISSUE:

Jefferson County Public Health, Community Health, requests Board approval of the Enhanced Package Services Agreement with Qualis Health for Health Technology Services; January 1, 2014 – December 31, 2014; \$1,500

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

Qualis Health leads the Washington & Idaho Regional Extension Center (WIREC), which offers comprehensive technical assistance with electronic health record systems so that practices can reach meaningful use standards, earn incentive payments. JCPH used Qualis services in Stage 1 of the Medicaid Incentive Project to implement the new electronic health record system. JCPH is currently enrolled in the Medicaid Incentive Project at Stage 2 and Qualis Health will continue to offer health information technology consulting that assists with improving financial and operational performance.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

JCPH is now in the second year (Stage 2) of the Medicaid Incentive project. JCPH received start-up money the first year in this program. Those funds are now gone. This contract will be funded by the County General Fund and was reflected in the 2013 - 4th quarter budget appropriation.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

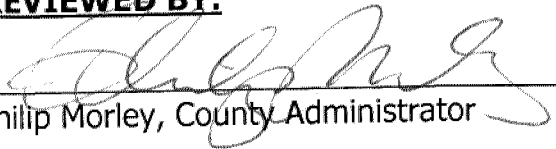
PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

RECOMMENDATION:

JCPH management requests approval of the Enhanced Package Services Agreement with Qualis Health for Health Technology Services; January 1, 2014 – December 31, 2014; \$1,500

REVIEWED BY:


Philip Morley, County Administrator

11/22/14
Date

ENHANCED PACKAGED SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is by and between **Qualis Health**, a non-profit corporation whose principal office is located in Seattle, Washington hereinafter referred to as "Qualis Health" and **Client** (Jefferson County Public Health) whose principal office is located in Port Townsend, WA hereinafter referred to as "Client".

WHEREAS, Client wishes to secure services to assist with health information technology support needs.

WHEREAS, Qualis Health is willing to provide health information technology services; and

WHEREAS, Client is duly authorized to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall commence on January 2, 2014 and shall automatically terminate on December 31, 2014, unless otherwise terminated in accordance with this Agreement.

2. Services and Personnel.

2.1 During the term of this Agreement Qualis Health shall provide the following services (herein referred to as "Services"):

- 10 hours of remote (telephonic or email) consulting hours
- 4 webinars
- 4 newsletters

2.2 Qualis Health shall be responsible for selecting the personnel to perform the Services. Services shall be performed in a workmanlike manner from Qualis Health's offices, and with reasonable diligence by qualified personnel. Qualis Health shall be responsible to verify that no personnel performing services hereunder have been suspended or debarred from participating in any federally funded health care program and shall notify Client in the event that any personnel become suspended or debarred.

3. Fees and Expenses.

3.1 Qualis Health's fees for the Services shall be provided at the agreed upon amount of \$1,500.

3.2 Qualis Health will invoice Client on December 1, 2013 or within 15 days of executing this contract, whichever is later; this fee is non-refundable.

Client Responsibilities.

4.1 Client shall cooperate with Qualis Health as reasonably necessary to enable Qualis Health to perform the Services. Specifically and not by way of limitation, Client shall provide Qualis Health with such access to data and information, personnel, equipment and facilities that Qualis Health may reasonably require, on a timely basis and shall promptly notify Qualis Health of any change in conditions relevant to the performance of this Agreement.

4.2 At the time of execution of this Agreement Client will provided Qualis Health with a list of Client’s participating medical providers. Client will advise Qualis Health of any additions or deletions for this list within one month of a change in its participating medical providers.

4.3 Client will remit payment to Qualis Health within thirty (30) days of receipt of invoice. Amounts that are unpaid thereafter shall bear interest at the rate of one and one-half percent (1.5%) per month. Qualis Health reserves the right to defer performance of such services enumerated in Section 2 of this agreement until remuneration has been received.

4. Dispute Resolution. Any controversy, claim or dispute arising out of or relating to this Agreement which cannot be settled by mutual agreement or negotiation between the parties or by mediation will, upon written notice submitted to the other party, be settled by binding arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. Any such arbitration will be conducted in King County, Washington. The parties agree to appoint a single commercial arbitrator acceptable to them within thirty (30) days of the date the notice of arbitration is given pursuant to this section; provided, however, that if the parties fail to mutually appoint an arbitrator within such thirty (30) day period, the American Arbitration Association will appoint the arbitrator in accordance with its rules upon the request of either party. The award of the arbitrator will be final and binding upon the parties. Any judgment or order upon the award or ruling rendered by the arbitrator will be final and binding upon the parties and may be entered in any court having jurisdiction over the parties. Attorneys’ fees and costs of arbitration may be awarded in the discretion of the arbitrator to the prevailing party.

5. Professional Accountability. Neither Qualis Health nor any of its employees or subcontractors shall constitute or be considered an agent or employee of Client by virtue of this Agreement. Further, no employee or agent of one party shall be considered an employee or agent of the other party. Nothing in this Agreement shall create a partnership, principal/agent, joint venture, or landlord/tenant relationship between the parties.

6. Termination. Qualis Health reserves the right to cancel this agreement and refund the fees at any time if cancelled prior to the period of performance.

7. Insurance and Indemnification.

8.1 Qualis Health shall maintain insurance policies (including without limitation, commercial liability and professional liability or similar insurance) covering Qualis Health’s activities under this Agreement. Client shall maintain insurance policies (including without limitation commercial general liability insurance) covering its business against all applicable

risks. Each party shall provide the other with certificates of insurance evidencing such coverage as the other may reasonably request.

8.2 Each party shall be responsible for its own conduct, and each party (the "Indemnifying Party") to this Agreement agrees to indemnify and hold harmless the other party, its employees, and agents (collectively the "Indemnified Parties"), with respect to any and all claims, suits, actions, liabilities, and costs of any kind, including attorneys fees and costs, arising from the negligent or willful misconduct of the Indemnifying Party, its directors, officers, employees, agents or subcontractors. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's damages under the laws of the State of Washington.

8. Liability. Qualis Health's total liability to Client under this Agreement for cases, controversies, damages, costs or expenses arising out of the subject matter of this Agreement, whether in contract, tort or otherwise shall not exceed the total compensation, excluding travel and other expenses, received by Qualis Health under this agreement. Neither party to this Agreement shall be liable for the other's lost profits or special, incidental, or consequential damages, whether in an action to contract or tort, even if the party has been advised by the other party of the possibility of such damages.

9. Reports and Records; Confidentiality of Information.

10.1 All reports provided to Client and all final work product hereunder shall become the property of Client upon timely payment therefore. All materials developed during the course of this arrangement by Qualis Health which were newly developed specifically for Client may be used by Qualis Health for other purposes. Any materials produced by Qualis Health not prepared exclusively for Client under this Agreement remain the property of Qualis Health, and may only be used by Client as incorporated in the materials created by Qualis Health under this Agreement. Any products, materials, systems or methodologies used by Qualis Health and not developed by Qualis Health specifically for purposes of this Agreement shall not be deemed to be works for hire or work product under the terms of this Agreement. Client will treat any such information as confidential and not publish or disseminate to any party, other than employees or independent contractors with a need to know, nor shall Client use such information for any purpose other than as intended by this Agreement.

10.2 Qualis Health shall use, disseminate or disclose Client Information only for the purpose of performing work in accordance with this Agreement and in accordance with such instructions as Client may from time to time provide or as reasonably necessary for the purpose of performing the work under this Agreement. All Client Information is and will remain the property of Client; provided that Qualis Health shall be entitled to retain copies of such information that are integrated into its work or as necessary to support its work. "Client Information" shall mean any documents, data, electronic files or other information that Qualis Health may receive from or on behalf of Client in connection with performing work in accordance with this Agreement.

10.3 Qualis Health further agrees that it shall comply with all applicable laws relating to the confidentiality of the Client Information. The Parties do not intend for the Services to include the exchange of individually identifiable health information (as that term is defined by

the Health Insurance and Portability Act of 1996 and its implementing regulations). In the event that the Client Information includes individually identifiable health information, Client shall not provide such information to Qualis Health until the parties have entered into a mutually agreeable business associate agreement that sets forth their obligations of confidentiality in accordance with applicable law.

10.4 The obligations of confidentiality and protection imposed by of this Agreement shall not apply or will cease to apply to any information that:

- was known to Qualis Health or Client without obligation of confidentiality prior to its receipt under this Agreement
- is or becomes publicly available without breach of this Agreement
- is received from a third party without an obligation of confidentiality
- was developed independently by the party who uses or discloses the information without reference to information that is confidential as provided in this Agreement.

10. Non-Solicitation of Qualis Health Representatives. Unless expressly agreed to in writing, Client, its directors, officers, employees, agents, and affiliates will not hire, offer employment to, or otherwise directly or indirectly use the service of, on a full-time, part-time, or temporary basis any director, officer, employee, or agent of Qualis Health, until the earlier of the expiration of one year after the termination of the term of this Agreement or the expiration of one year after the termination of the relationship between such person and Qualis Health. The obligations of this Section will survive termination of the term of this Agreement.

11. Governing Law, Venue and Attorney. This Agreement and the obligations of the parties hereto shall be governed by and interpreted, construed, and enforced in accordance with the substantive law of the State of Washington, without regard to its choice of laws. Venue in any action to enforce this Agreement shall lie in King County. In the event that a party is required to bring action in any court to enforce any provision of this Agreement, the substantially prevailing party in such action shall be entitled to an award of reasonable attorney fees and costs.

12. Assignment. This Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the written consent of the other party.

13. Modification. No provision contained herein may be modified, amended or waived except by mutual written agreement of both parties.

14. Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

15. Waiver. No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach. Any Waiver must be duly authorized in writing.

16. Survival. Any of the terms and conditions of this Agreement, which require performance after the termination of this Agreement, shall survive the termination of this Agreement and remain fully enforceable.

17. Notices. Any notices, requests and other communications hereunder shall be in writing and shall be deemed duly given if hand delivered, mailed first class, postage prepaid, or certified mail, return receipt requested. All notices required under this Agreement will be sent to the attention of the individual named below at the address set forth below unless the sender has been otherwise instructed in writing or unless otherwise provided by law. The notice will be deemed to be effective three days after the date postmarked or sooner if indicated on a return receipt or, if no date is so indicated, then on the date of the notice.

Notice to Qualis Health:

Name: Stephanie Yoo
Contracts and Procurement Principal
Address: 10700 Meridian Avenue North, Suite 100
PO Box 33400
Seattle, WA 98133

Notice to Client:

Name: Veronica K. Shaw
Deputy Director
Address: 615 Sheridan
Port Townsend, WA 98368
veronica@co.jefferson.wa.us

18. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, structured, dictated or required such provision.

19. Headings and Captions. Headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

20. Force Majeure. Neither party will be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by acts of God, fire, war, earthquake, embargo, riots, labor shortages, strikes, Governmental acts, interruption in telephone service, inclement weather or any other cause outside the reasonable control of such party.

21. Authority. Each individual signing this Agreement in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity. A faxed, photocopied or scanned in PDF format signature shall have the same effect for all purposes as an ink-signed original.

22. Entire Agreement. This document and any attachments constitute the entire agreement of the parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed and original and all of which, when taken together, shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

Client Name

Qualis Health

By: _____

By: 

Print Name: _____

Print Name: Jonathan R. Sugerman


Title: _____

Title: CEO

Date: _____

Date: 12/12/13

Approved as to form only

 1/24/14
Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA