

Kittitas County Review Form Grants & Contract Agreement



Today's Date 09/23/2009	Agenda Date 10/06/2009
Fund/Department 119- Public Health Department	

Contract/Grant Information

Contract /Grant Agency: Via Track –Software License Agreement	
Period Begin Date: Upon signature and set up	Period End Date: On going
Total Grant/Contract Amount: 200.00 per month	
Grant/Contract Number	
Contract/Grant Summary: Via Track is the electronic software license that will allow the Public Health Department to bill insurance companies electronically through Next Gen EPM (Electronic Practice Management).	

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

Department Head Signature: <u>Catherine Danbrink</u> Administrator	Date: <u>11/13/09</u>
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Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

<u>Bh...</u>	<u>10/11/09</u>
Signature of Prosecutor's Office	Date
<u>Jeri Nelson</u>	<u>10/15/09</u>
Signature of Auditor's Office	Date
<u>Al Culbert</u>	<u>11/19/09</u>
Signature of Board of Health member	Date

Financial Information

Total Amount \$2,400.00	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$	
	Explain	

Is Equipment being purchased? No	Who owns equipment?
New Personnel being hired? No	Contact HR hiring – reporting requirements
\$200.00 a month payment	

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Expense Code: 611 20 54101		

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

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
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To: NextGen Healthcare Information Systems, Inc. ("NextGen")
18191 Von Karman Ave., Suite 450
Irvine, CA 92612

Attn: Bryan Fairburn
Tel: (949) 255-2616, Ext. 641
Fax: (267) 948-2498
Email to: edisof@qsii.com

Kittitas County Public Health Department

Practice Name (Customer)

507 N Nanum Street, Suite 102

Address

Ellensburg, WA 98926

City, State Zip

Candi Blackford

(509) 962-7515

Contact Person

Phone Number

ViaTrack Electronic Claims and Paper Claims Pricing

Customer agrees to pay NextGen the amounts indicated below for electronically processed claims.

Number of Providers: 1 Tax Id(s): 91-6001349

If NextGen EPM was purchased through a Reseller or by a Parent Company or other company, please indicate Name:

Monthly Fees: Please check box next to billing option you wish to utilize.

Claims

- ☒ Per Provider Electronic Claims : \$60.00 per provider
- ☐ Per Mid-Level Electronic Claims: \$30.00 per provider
- ☐ Per Transaction Electronic Claims : \$0.25 per transaction
- ** There is a \$200.00 minimum electronic processing fee per month, per account.*
- Paper Claim- Print and Mail Fee : Current rate of first class postage

Instant Eligibility

- ☐ Eligibility Per Transaction : \$0.25 per request

N/A

Electronic Remittance Advice (ERA)

- ☒ Per Provider Electronic Remits : \$25.00 per provider
- ☐ Per Transaction Electronic Remits : \$0.25 per transaction

REGISTRATION AND SET-UP FEES: includes provider payer registration, system training, and initial provider specific validations and edits. Setup is based on the number of providers and mid-levels for which payer registration and ViaTrack setup is required.

- Prior to ViaTrack Go Live: Initial Site Setup and Registration \$500.00. Includes registration for up to ten (10) providers; \$50.00 per provider after ten.
- After ViaTrack Go Live: \$50.00 per provider.

NEXTGEN E-CLAIMS IMPLEMENTATION FEE: \$4,790**Waived for new client enrollments.

Catherine Bamber
Customer Signature

11/13/09
Date

Notes:

1. Payment terms - Due monthly upon receipt of invoice. Delinquent accounts may result in termination of NextGen's and ViaTrack's responsibility for processing of claims.
2. NextGen and ViaTrack assume no liability for claims that may be rejected or found to be incomplete by any insurance carrier.
3. Interest will be charged on late payments at the rate of 1.5% per month on all overdue amounts.
4. Customer agrees to pay all local, state or excise tax, as required by law.
5. Pricing for paper claims will be adjusted to include any applicable changes in postal rates.
6. Cancellation of ViaTrack Claims Service or deletion of providers must be received in writing prior to billing period for charges not to be incurred (billing periods begin on 1st of month and end on last day of the month). Note: Each provider enrolled to send ViaTrack Claims will be automatically billed regardless of claim submission. If a provider is no longer submitting claims, Customer must cancel the provider to avoid charges.
7. Fees: Some intermediaries charge additional fees that are reflected on the provider monthly billing statement. These fees reflect charges billed for services provided by the intermediaries that are not part of the services provided by ViaTrack Systems. All intermediary fees are billed to the customer. Whenever possible, ViaTrack Systems shall notify the customer of any additional fee prior to services rendered. ViaTrack reserves the right to pass through to the customer any newly assessed or increased fees or charges at any time.
8. Custom Edits and Validation: ViaTrack Systems offers unique services that allow the customer to indicate specific edit and validation routines that enhance the customer's ability to determine errors and minimize rejected claims. These services are billed on an hourly rate of \$150 per hour.
9. This NextGen Supplemental Order Form is valid for 30 days from provision to customer.

Software License Agreement

Customer acknowledges and agrees that the complete agreement between the parties regarding this transaction consists of: (a) this Supplemental Order Form, (b) the NextGen Software License & Services Agreement between Customer and NextGen, and (c) any Addendum thereto and their applicable schedule(s) or attachment(s) 09/26/07 BFA | DR

ViaTrack Terms

1. **Disclaimer.** The services, products and documentations supplied by ViaTrack Systems to Customer pursuant to this Agreement is supplied on an "as is" basis. The failure of said services, products or documentation, or any part thereof, to satisfy the Customer's requirements should not give rise to any right of claim against ViaTrack Systems. ViaTrack Systems warrants that during the term of this agreement, it will substantially perform the services described herein; provided, however, that the services provided herein are not warranted to be uninterrupted.

VIATRACK SYSTEMS DISCLAIMS, FOR ITSELF, SUCCESSORS, AND ASSIGNS, ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) REGARDING THE SERVICES, OR ANY PART THEREOF, PROVIDED HEREIN, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE OF THE TRADE, OR BY COURSE OF DEALING.

2. **Non-Disclosure.** ViaTrack Systems further agrees that during the period of this agreement, and for one (1) year thereafter, it shall not use, give, or divulge to any person or entity anywhere, who is not then an authorized representative to receive information acquired or coming into its knowledge while conducting the services under this Agreement. Customer is a governmental agency subject to applicable public disclosure laws.

3. **Non-Solicitation.** During the term of this Agreement, and for a period of one (1) year after the date of termination of said Agreement, the Customer agrees that it will not solicit or attempt to solicit, recruit or attempt to recruit, or hire, or attempt to hire, directly or by assisting others, any employee, independent contractor or agent of the ViaTrack Systems whose services are provided under the terms of this Agreement, or directly or indirectly caused any such employee, independent contractor or agent to terminate an employment, or contract, or agency relationship with the ViaTrack Systems, in order to work for the Customer within a radius of fifty (50) miles of the above-described location (territory) of the Customer or the location mutually agreed to by the parties herein.

4. **Notices.** Any notice or other communication required or permitted hereunder shall be written and shall be deemed to have been given, when received, if delivered by hand, telegram, telex or telecopy, and, when mailed when stamped at the post office, if placed in the mails for delivery by certified mail, return receipt requested, postage prepaid, addressed to the appropriate party as specified in this section of this agreement. Addresses may be changed by written notice given pursuant to this section, however any such notice shall not be effective, if mailed, until three (3) working days after depositing in the mail or when actually received, whichever occurs first.

If to ViaTrack Systems:

Kittitas County Public Health Department
Practice Name (Customer)

VIATRACK SYSTEMS, LLC
2840 Hillcreek Drive
Augusta, Georgia 30909

If to Customer:

507 N Nanum Street, Suite 102
Address
Ellensburg, WA 98926
City, State Zip

5. **Intellectual Property Rights.** All title, ownership, and intellectual property rights in and to ViaTrack Systems' Application (including, but not limited to, any computer code, software, method of operation, and related documentation) are owned by ViaTrack Systems and its licensors. All rights are reserved. Except as expressly provided herein, Customer is not granted any rights of license to patents, copyrights, trade secrets or trademarks with respect to ViaTrack Systems' Application. Customer shall promptly notify ViaTrack Systems in writing upon discovery of any unauthorized use or infringement of any patent, copyright, trade secret, trademarks or other intellectual property rights of ViaTrack Systems or its licensors.

6. **Binding Effect.** This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

7. **Amendment to Covenants; Waiver.** Neither this Agreement or any provision thereof may be changed, waived, modified, discharged, amended, or terminated orally, except by an instrument in writing signed by all parties. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same.

8. **Limit of Liability.** The parties hereto further agree that it would be impractical and extremely difficult to fix the actual damage, if any, which may proximately result from the failure to perform any of the obligations hereinabove set forth, it is further understood and agreed by the parties hereto that the ViaTrack Systems is not an insurer, and the compensation paid hereunder to the ViaTrack Systems by the Customer is not sufficient to warrant the ViaTrack Systems' assuming any risk of consequential or other damages to the Customer due to the negligence or failure of the ViaTrack Systems to perform, including, but not limited to, the lost or damage which may be occasioned by or be caused by data errors, lost of data, or other computer services while providing services to the Customer and the parties hereto agree that the ViaTrack Systems shall not be liable for lost or damage due directly or indirectly to any occurrence or consequences therefrom regarding those services related to data errors, lost of data, or other such computing services. The parties hereby agree that ViaTrack Systems' maximum aggregate liability for any and all claims, (whether in contract, tort, product liability, warranty or otherwise) under this Agreement, and respect to any loss because of the services or documentations supplied by the ViaTrack Systems in connection hereto, shall not exceed a sum equal to the monies paid by Customer to ViaTrack Systems for the services provided under the terms of this Agreement.

9. **Services.** Provider shall provide Electronic Medical Claims Filing of electronic claims for Client. Electronic Medical Claims Filing is defined as the submission of health care data to a payer in an industry standard claims format or any other format used for the submission of health care data whether or not Payer accepts or favorably adjudicates such claims. A Payer shall mean any Medicare or Medicaid agency, fiscal intermediary or fiscal agent, or commercial insurance carrier or its intermediary.

10. **Venue.** Venue for any action brought regarding the interpretation or enforcement of this Agreement by either party shall be in Columbia County, Georgia when Kittitas County initiates the action or in Washington State Superior Court for the County of Kittitas when Via Track initiates the action.

SERVICE PROVIDER

VIATRACK SYSTEMS, LLC

By: _____

Printed: _____

Date: _____

Address: 2840 Hillcreek Drive
Augusta, GA 30909

CUSTOMER

Kittitas County Public Health Department

By: Catherine Bamberck

Printed: Catherine Bamberck

Date: 11/13/09

Address: 507 N Nanum Street, Suite 102
Ellensburg, WA 98926