

**NORTHWEST CONSULTING GROUP, LLC  
And  
Kittitas County Public Health Department  
Contract for NextGen EHR Support**

This agreement is made and effective this day 10th of April, 2009, by and between NORTHWEST CONSULTING GROUP, LLC, a Washington limited liability company (hereinafter referred to as "NWCG") and Kittitas County Public Health Department (hereinafter referred to as "KCPHD").

**NOW, THEREFORE**, in consideration of the mutual promises and obligations of the parties agree as follows:

1. **DUTIES AND OBLIGATIONS OF NWCG.**

**1.1 COMMUNICATIVE DISEASE ALERTING SYSTEM.**

NWCG will create an alerting system which will alert KCPHD when a physician orders a lab or culture for a Washington State mandated notifiable condition.

**1.2 NEXTGEN PUBLIC HEALTH TEMPLATES.**

NWCG will create templates for reporting specific Washington State mandated notifiable conditions.

2. **DUTIES AND OBLIGATIONS OF KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT.**

**2.1 ACCESS TO KITTITAS COUNTY NEXTGEN ELECTRONIC HEALTH RECORD SYSTEM.**

KCPHD will grant access to all areas required for template building and testing within their system, subject to limitations placed upon KCPHD by state and federal law as well as privacy and/or confidentiality provisions of other contracts to which KCPHD is a party.

3. **COMPENSATION AND PAYMENT.**

3.1 NWCG will charge KCPHD \$95.00 per hour for work done remotely and \$120.00 per hour for on-site work for this project. Mileage for travel to and from site will be charged out at the current IRS mileage rate. If overnight stay is required for this project, the expenses related to room and board will be billed.

3.2 Invoicing will occur upon completion of work and payment will be due within 30 days of invoice.

**3.3 Total contract amount will not exceed \$15,000.00.**

4. **CONFIDENTIALITY OF RECORDS.**

NWCG acknowledges that KCPHD is a public agency required to comply with applicable state or federal public record acts. As a result:

4.1 NWCG shall make a good faith effort to identify confidential documents as such.

4.2 KCPHD will notify NWCG of any Public Disclosure Requests where documents that NWCG has identified as confidential are responsive and provide a reasonable time for NWCG to initiate an action under RCW 42.56.540. KCPHD reserves the right to determine what is a reasonable time but will provide at least 5 business days.

5. **INDEMNIFICATION AND HOLD HARMLESS.** By entering into and performing under this Agreement, neither party shall be liable for any existing or future obligations, liabilities, or debts of the other party. Each party agrees to indemnify and hold the other party harmless from all claims, costs and expenses, including legal fees, arising out of any claim asserted against the other party for payment of the obligations, liabilities or debts of the other party. Neither party shall have any liability for the actions or inactions of the other party's employees, officers, directors, or agents. Each party shall be only liable for the acts or omissions of its own employees, agents, officers and directors.

6. **GENERAL PROVISIONS.**

**7.1 Entire Agreement.** This Agreement contains the entire agreement among the parties, and supersedes all prior agreements, written or oral, with respect to the subject hereof. As between or among the parties, no oral statement or prior written material not specifically incorporated or referenced herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements whether written or verbal, not expressly incorporated or referenced herein are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.

**7.2 Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies.** This agreement may be amended, superseded, canceled, renewed, or extended and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any waiver on the part of any party of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, except where this Agreement expressly provides otherwise.

**7.3 Assignment.** This Agreement shall not be assigned or the duties delegated, by operation of law or otherwise, without the written consent of both parties. Any such non-consensual assignment shall be void and without effect, provided, however NWCG may assign this Agreement to an entity or individual that is wholly controlled by NWCG. When assigning this agreement or any part thereof without KCPHD's written consent,

NWCG shall retain concurrent obligations, duties, and liability with the wholly controlled entity or individual.

**7.4 RIGHTS IN DATA** Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined in the U.S.

Copyright Act of 1976. Data that is created, to any extent, by collaborative effort of employees of both the NWCG and KCPHD or Kittitas County shall be owned by KCPHD. Data that is created pursuant to this agreement shall be owned by KCPHD. Data shall include, but not be limited to, the alerting system and templates created pursuant to provision 1 of this agreement, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**7.5 Notices.** Any notice required or permitted to be given hereunder shall be in writing, and may be delivered personally to the addressee or sent to it by telecopy or by United States registered or certified mail, postage prepaid and return receipt requested, and addressed to each party at the fax numbers or addresses designated below or as may hereafter be designated by written notice to the other party:

NWCG: Northwest Consulting Group, LLC  
217 W. Cataldo Avenue  
Spokane, WA 99201  
Attn: Erin Somers

Kittitas County Public Health Department  
507 N Nanum Street, Suite 102  
Ellensburg, WA 98926  
Attn: Catherine Bambrick, Administrator

7.6 **Counterparts**. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.7 **Benefits**. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.8 **Governing Law**. This agreement shall be interpreted in accordance with and governed by the laws of the state of Washington.

7.9 **Venue**. The venue of any action arising out of this Agreement shall be in Kittitas County, Washington.

7.10 **Section Headings**. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this agreement.

7.11 **Severability**. In the event that any of the provisions, or portions thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

7.12 **Omnibus Reconciliation Act**. If determined applicable to this Agreement, the parties shall comply with the Omnibus Reconciliation Act ("The Act") and its implementing regulations. The Act, among other things, provides that until the expiration of four (4) years after the furnishing of services under this Agreement, a party providing services shall make available, upon written request of the Secretary of the Department of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, the Agreement, books, documents and records of such party that are necessary to certify the nature and extent of costs incurred under this Agreement.

7.13 **Force Majeure**. This agreement shall be suspended and NWCG shall not be in default but shall be excused from providing information technology and related services to KCPHD during such time as NWCG is

unable to do so by reason of: the unavailability of technical supplies, energy, power or materials; the elements, national emergency; or any other cause beyond the reasonable control of NWCG. NWCG shall not be excused from obligations under this contract if the unavailability is either the fault of NWCG or was foreseeable and reasonable precautions could have prevented the unavailability.


7.14 Time is of the essence of each and every provision of this Agreement. The project shall be completed by November 30, 2009. If under provision, 1.2 KCPHD requests more than 4 (four) modules, the November 30, 2009 deadline shall not apply to the 5<sup>th</sup> and successive modules.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

NORTHWEST CONSULTING GROUP, LLC  
A Washington Limited Liability Company

By:   
ROD EMERSON  
Its: President  
Dated: 07-01-10

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

By:   
Mark McClain  
Its: BOH Chair  
Dated: 01/24/10



# Kittitas County Review Form Grants & Contract Agreement



Today's Date 04/06/2010	Agenda Date
Fund/Department 116-Public Health	

## Contract/Grant Information

Contract /Grant Agency: Northwest Consulting Group, LLC and Kittitas County Public Health Department Contract for NextGen HER Support	
Period Begin Date: 04/10/2010	Period End Date: 12/31/2010
Total Grant/Contract Amount: \$15,000.00	
Grant/Contract Number	
Contract/Grant Summary: This agreement between Northwest Consulting Group, LLC (NWCG) and Kittitas County Public Health Department for Electronic Health Reporting (HER). Northwest Consulting Group will help develop reporting systems and module templates to utilize with the Next Gen software the health department will be implementing.	

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

Department Head Signature: <u><i>Carolyn Sambrook</i></u> , Administrator	Date: <u>4/7/10</u>
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## Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

<u><i>[Signature]</i></u>	<u>4-19-10</u>
Signature of Prosecutor's Office	Date
<u><i>[Signature]</i></u>	<u>4-21-10</u>
Signature of Auditor's Office	Date
<u><i>[Signature]</i></u>	<u>5-20-10</u>
Signature of Board of Health member	Date

## Financial Information

Total Amount \$15,000.00	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
Future impacts or liability to Kittitas County:	

### Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not
New Division Created?		
Revenue Code:116.61120		In Budget

### 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 checked="" 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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