County of Humboldt

Department of Health and Human Services
Public Health Branch

Electronic Medical Record Software
Committee Recommendations

Executive Summary

The Electronic Medical Record Software Evaluation Committee (Committee) was comprised of Department of Health and Human Services (DHHS) representatives across the Public Health Branch (PHB) and Information Services (IS). The committee evaluated, ranked, and recommended an electronic medical record software to serve the needs of the PHB Clinic, Laboratory, Medical Therapy Unit (MTU), Cardiac Clinic and Well Child Dental Visits (WCDV) based on defined requirements as listed in the document.

A Request for Information (RFI) was sent out on April 29, 2019 to five (5) potential vendors with a deadline of May 17, 2019 for response submission. Our current software vendor was not considered due to product limitations in which they would be unable to meet PHB needs.   A total of four (4) vendor responses were received for consideration.

The RFI responses were distributed to the Committee for review and evaluation based on a standard set of priorities as listed in this document. The Committee requested follow-up information of all vendors to determine the qualifications of the solutions. The Committee met to discuss the rankings and determine the most qualified vendors on June 20, 2019. A total of three (3) vendors were determined to be the most qualified.

Demonstrations were scheduled for each solution and were conducted based on a standard agenda including three use case scenarios and functionality needs. Additionally, due to the specific technical needs of the PHB Laboratory interface, scope calls were scheduled with the vendors' technical teams and one (1) PHB Laboratory representative and (1) PHB Financial Services representative. Upon completion of the demonstrations and scope calls, the Committee requested detailed pricing and scope from the three (3) vendors. Each representative on the Committee submitted a final evaluation of the demonstration and vendors. The Committee met on August 27, 2019 to make a final determination. The Committee determined Patagonia Health to be the most qualified solution based on PHB needs and fiscal constraints. The Committee recommends the purchase of Patagonia Health Electronic Medical Record software.

Detailed Process

Committee:

The Department of Health and Human Services (DHHS) Public Health Branch (PHB) and Information Services (IS) determined the current Electronic Medical Record software used in the PHB Clinic was insufficient to meet the department's needs both technically and functionally. The Electronic Medical Record Software Evaluation Committee (Committee) was formed to evaluate potential software replacement options and vendors. The Committee was comprised of representatives from each PHB unit that currently used the software and that potentially may use the software, as well as, a representative from IS.

Request for Information:

A Request for Information (RFI) was sent out via email on April 29, 2019 to five (5) vendors: Azalea Health, CureMD, eClinicalWorks, Patagonia Health, Inc. and Practice Fusion. DHHS-PHB set a deadline of May 17, 2019 for receipt of the RFI responses. Several vendor questions were asked and responses were delivered to all vendors. Four (4) vendor responses were received with zero contact from the fifth vendor. Responses to the RFI can be found in Attachments C through F.

Vendors:

The following vendors submitted responses to the RFI:

Vendor	Product
Azalea Health	Azalea EHR Suite
	Azalea EMR Suite
CureMD	CureMD
eClinicalWorks	eClinicalWorks
Patagonia Health	Patagonia Health

Vendor Evaluation:

The Committee evaluated the RFI submissions and met on June 20, 2019 to discuss the summarized evaluations (Attachment G). The Committee determined that Azalea Health did not meet the requirements and disqualified them from consideration. The remaining three (3) vendors were invited to demonstrate their solutions. Additionally, due to the technical and specific nature of the PHB Laboratory interface with the Laboratory software, ApolloLIMS, separate technical calls were scheduled to determine the scope of the interface.

After scope calls, demonstrations and functional evaluations were completed, final pricing was acquired from the remaining three (3) vendors. The quotes were then used to create a five-year budget forecast (Attachment A).

Budget Forecast Model

Budget forecasts were created for each vendor solution with the following requirements:

- Implementation and first-year fees include all one-time fees for setup, anticipated add-ons, and interface creations, however, the department could choose to add-on other features in the future in which additional cost would be incurred.
- For those vendors that did not provide annual maintenance increases, a standard four percent (4%) annual increase has been applied.
- Due to pricing structures and unanticipated programmatic changes, there could be some variance over the course of a contract in relation to users and/or license.

Product Evaluation:

The Committee used the RFI submissions, questions, demonstrations, technical scope calls, and pricing forecast to competitively evaluate the vendors against the program needs (Attachment B). The summaries of these activities are below.

CureMD:

CureMD is a Public Health-specific EMR software that has a large presence on the East Coast, but much less market share on the West Coast.

Committee comments on the CureMD software solution:

CureMD Pros:

- CureMD includes all functions required by the Public Health Clinic.
- They can interface with the Public Health Laboratory software, ApolloLIMS, at the lowest cost.
- The billing functions work similarly to the PHB's current software, so staff would be familiar with it.
- The billing functions do not run through a clearinghouse.
- CureMD is the lowest-cost solution.
- CureMD is cloud-based.

CureMD Cons:

- CureMD's interface was cluttered and not user-friendly.
- CureMD's Medical Therapy Unit solution does not include child-specific therapy, so that functionality would have to be built.
- They are not presently operating in California, so standard interfaces and functions such as the California Immunization Registry would have to be built.
- They are not in operating in California, so they are unfamiliar with California HIPAA requirements.
- They are located on the East Coast.
- Onsite training is available at an additional cost.
- Data migration is not quoted and is not comprehensive.
- All customization of the software would be responsibility of Public Health staff.

eClinicalWorks:

eClinicalWorks is typically a clinical, private practice based EMR software.

eClinicalWorks Pros:

- They can interface with the Public Health Laboratory software: ApolloLIMS.
- The interface was fairly user-friendly.
- eClinicalWorks is cloud-based.
- Data migration is the most comprehensive, including all demographic, encounter and billing data.

eClinicalWorks Cons:

- They cancelled multiple calls and even cancelled a demonstration at the last minute.
- Poor customer service ratings and also experienced first-hand by Committee members.
- The billing functions run through a clearinghouse not included in the contract, so an additional cost and contract would be necessary.
- eClinicalWorks did not have a workable solution to incorporate the Medical Therapy Unit.
- The training and implementation was entirely remote unless requested and expensive if onsite training was required.
- This is by far the most expensive proposed solution and is out of the Public Health budget capacity.
- Data migration is very expensive.

Patagonia Health:

Patagonia Health is a Public Health-specific software that has a large California presence. The Committee recommends this solution:

Patagonia Pros:

- Patagonia is cloud-based.
- Patagonia has a user-friendly, app-based interface which will be easy for new users to learn.
- Patagonia includes all functions required by the Public Health Clinic.
- The training and implementation support is on-site and comprehensive.
- They currently provide software for five other California counties: Alpine, El Dorado, Madera, Mariposa, and Sacramento.
- They have 24/7 trouble ticket support and they prioritize in order of urgency.
- They have the most established options for the Medical Therapy Unit and their California presence will allow the program to work with other counties and the vendor to develop more appropriate templates.
- They can interface with the Public Health Laboratory software: ApolloLIMS.

- They customize the software before implementation, stating that "they come with the house built."
- The billing clearinghouse is included in fee, so no need for an additional separate contract.
- Data migration is included in price.

Patagonia Cons:

- They are on East Coast time.
- The ApolloLIMS interface is expensive.
- Concerns about customer service after implementation.

Pricing Evaluation:

All pricing options relevant to DHHS were considered for the three (3) final vendors. All vendors had different pricing structures. For the purposes of the 5-year pricing forecast, DHHS-PHB has chosen which optional items it anticipates using from each vendors quote (Attachment A). Year 1 pricing includes: customization, implementation, training, year 1 annual licensing, support and one-time add on function fees. The annual maintenance and licensing fees, if not provided by vendor, were anticipated to increase by a standard 4% over the 5-year period. There is potential for fluctuation based on programmatic changes that could increase or decrease the number of users and/or providers, but the committee does not anticipate these at this time. Amendments to the contract would be necessary should that be the case. For the purposes of these pricing structures, the Committee anticipates:

- 16 users
- 10 providers; 3 Nurses with provider-approved protocols
- 5 National Provider Identifier (NPI)

CureMD:
- CureMD prices based on NPI. DHHS-PHB has global NPI's for the Clinic, Laboratory and Medical Therapy Unit. Additionally, the Health Officer and the Cardiac Clinic MD have NPI's which we would bill under.
- CureMD quote includes: Full EMR, Practice Management (PM), Document Management, Electronic Prescriptions, Patient Portal, Reporting, Maintenance and Support, Implementation and Set-up, CAIR Interface, Quest Interface, Data Migration and ApolloLIMS Interface, on-site training.
- CureMD quote does NOT include the following wanted services: Electronic Patient Consent, Patient ID Scanning.
- CureMD quote only listed 4 NPI's, however, the Committee since discovered 5 NPI's is necessary, so the adjustment has been made to the quote based on the listed monthly and initial fee increases.

eClinicalWorks:

- eClinicalWorks prices based on providers. For DHHS-PHB providers include: MDs, Nurse Practitioners, Public Health Nurses, Registered Nurses, Physical Therapists and Occupational Therapists.
- eClinicalWorks quote includes: Full EMR, PM, Patient Portal, MobileApp, Messenger, Maintenance and Support, Reporting, Implementation and Set-Up, CAIR Interface, Data Migration.
- eClinicalWorks quote does NOT include: clearinghouse cost (will need a separate contract), Patient Portal appointment booking, ApolloLIMS Interface, Electronic Patient Consent, Patient ID Scanning and Quest Interface.
- eClinicalWorks quote includes two options: EMR & PM, EMR & PM Plus. The Committee only considered EMR & PM Plus due to it being the option that includes reporting which is a necessary function for DHHS-PHB.

Patagonia Health:

- Patagonia Health prices based on users. DHHS-PHB has determined sixteen (16) users at this time, however, due to the nature of business, the user numbers will fluctuate.
- Patagonia Health Quote includes: Full EHR, PM, Patient Portal, MobileApp, Messenger, Clearinghouse connectivity, Maintenance and Support, Reporting, Implementation and Set-Up including building all templates, sliding fee scales and calendars, CAIR Interface, Data Migration, Quest Interface, Immunization Inventory, onsite training and remote training, Electronic Patient Consent and Patient ID Scanning.
- Patagonia Health Quote does NOT include: Immunization Barcode Scanning and Electronic Fax as the department has opted out of those functions.

Conclusion:

All three (3) vendor solutions will work in the DHHS-PHB environment and allow for an EMR and billing solution for the Public Health Clinic, Public Health Laboratory, Public Health Medical Therapy Unit and associated Public Health programs. The Committee used the information gathered from the RFI responses, vendor demonstrations, supplemental question responses and pricing quotations to determine the best solution for DHHS-PHB.

After careful consideration, the Committee is recommending DHHS-PHB and the County Board of Supervisors award the contract to Patagonia Health for the Public Health Electronic Medical Record and Practice Management system.
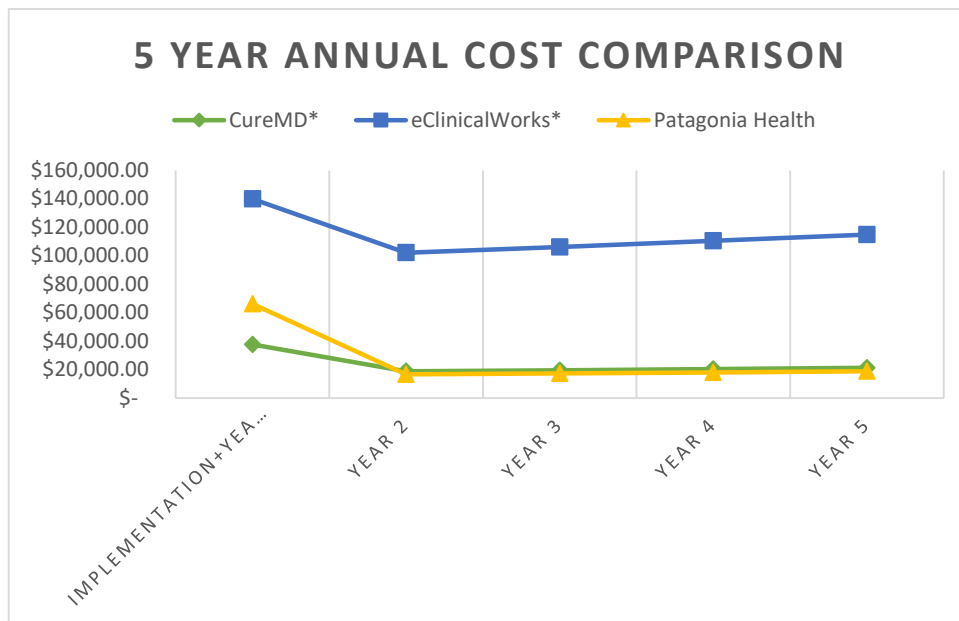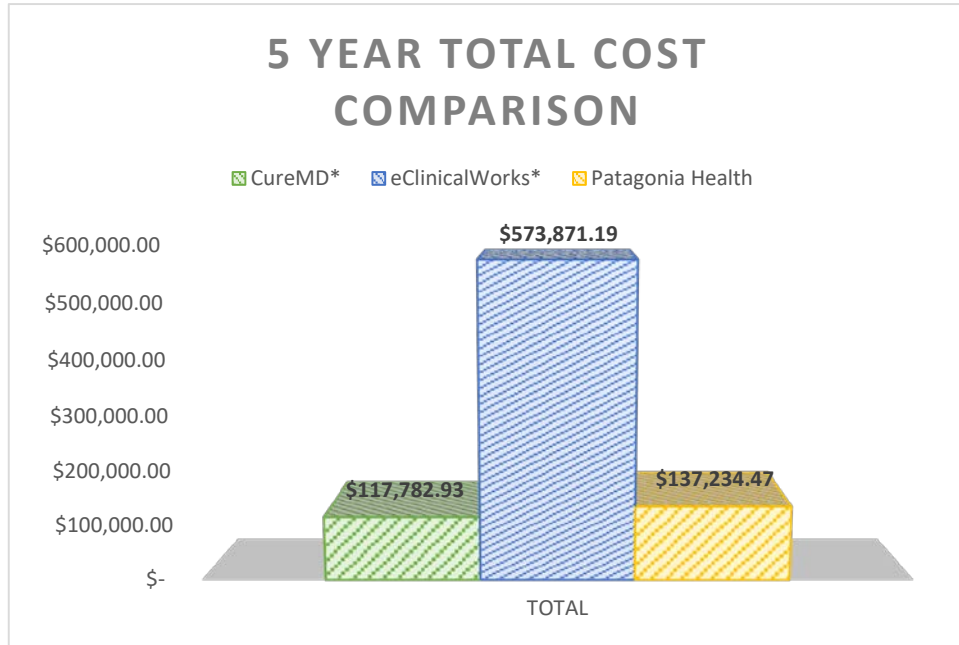
Attachments:

A. Vendor Pricing Comparison – 5-Year Forecast
B. DHHS RFI sent to vendors
C. RFI Response – Azalea Health
D. RFI Response & Quote – CureMD
E. RFI Response & Quote – eClinicalWorks
F. RFI Response & Quote – Patagonia Health
G. Demonstration Agendas/Scenarios
H. RFI Response Ratings
I. Demonstration Ratings

	Implementation+ Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
CureMD*	$ 37,715.00	$ 18,855.20	$ 19,609.41	$ 20,393.78	$ 21,209.54	**$ 117,782.93**
eClinicalWorks*	$ 139,994.00	$ 102,173.76	$ 106,260.71	$ 110,511.14	$ 114,931.58	**$ 573,871.19**
Patagonia Health	$ 66,220.00	$ 16,723.20	$ 17,392.13	$ 18,087.81	$ 18,811.33	**$ 137,234.47**

*estimated standard 4% annual increase of maintenance fees

5 YEAR TOTAL COST COMPARISON

CureMD*   eClinicalWorks*   Patagonia Health

$573,871.19

$600,000.00
$500,000.00
$400,000.00
$300,000.00
$200,000.00
$100,000.00
$-

$117,782.93 $137,234.47

TOTAL

5 YEAR ANNUAL COST COMPARISON

CureMD*   eClinicalWorks*   Patagonia Health

$160,000.00
$140,000.00
$120,000.00
$100,000.00
$80,000.00
$60,000.00
$40,000.00
$20,000.00
$-

IMPLEMENTATION+YEA...   YEAR 2   YEAR 3   YEAR 4   YEAR 5

County of Humboldt

Department of Health and Human Services (DHHS)
Public Health Branch
Request for Information (RFI)

Electronic Medical Record Software

DHHS Public Health Branch Contact:

Jessica Bradbury
507 F Street, 1st Floor
Eureka, CA 95501
PHFiscal@co.humboldt.ca.us
Phone: 707-441-5433

Executive Summary

The County of Humboldt Department of Health and Human Services Public Health Branch (DHHS-PH) is requesting information regarding your Electronic Medical Record (EMR) solution. The goal for this Request for Information (RFI) is to explore the options available to replace the current EMR solution (NetSmart – Insight) in the Public Health Clinic. Additionally, DHHS-PH has a few small departments with specific EMR needs as detailed in the requirements sections below. DHHS-PH is looking for a single solution for all of these needs. The new EMR solution needs to be fully implemented prior to the end of the fiscal year beginning July 1, 2019.

Agency Technology Overview

DHHS-PH is looking exclusively for HIPAA-compliant, cloud-hosted vendors which will sign a Business Associate Agreement. All data must be contained within the continental United States (lower 48). The Humboldt DHHS Information Services department may have already contacted your organization to determine the basic viability of your solution and whether it meets the minimum requirements established by government (federal, state, and local) security and communications guidance.

Project Overview

Objectives

1. Gather as much information as possible about available systems, which satisfy the requirements listed below.
2. Obtain and migrate to a replacement system, which meets the HIPAA privacy and security requirements of a California Government agency (along with relevant federal, state, and local requirements).
3. Find a solution, which integrates the variety of services provided by the Humboldt DHHS Public Health Clinic, Public Health Laboratory, Medical Therapy Unit, and Oral Health Program, which allows DHHS-PH to more efficiently bill for these services.

RFI Requirements Process

Participation to RFI

Submit a completed RFI questionnaire and all relevant support documentation to Jessica Bradbury at PHFiscal@co.humboldt.ca.us by 5:00PM PDT May 17, 2019. The RFI is a non-binding solicitation that may or may not lead to a subsequent selection process.

RFI Schedule

May 17, 2019: RFI response deadline

RFI Related Questions

Please submit to Jessica Bradbury via email: PHFiscal@co.humboldt.ca.us

RFI Response

For purposes of this RFI, we will have the following departments and users:

Public Health Clinic:
1.0 FTE Public Health Nurses (all part-time, split between three nurses)
0.5 FTE Nurse Practitioner (just 1 NP)
0.1 FTE MD's (VERY part-time, split between two MD's)
2.0 FTE Medical Office Assistants (could be more than two users)

Public Health Lab:
No FTE's assigned as users. DHHS-PH would like to bill for Public Health Lab services including environmental testing (oyster testing), blood lead testing, rabies testing, and clinical testing (TB, STD, etc.).

Oral Health Program:
0.5 FTE Medical Office Assistant (likely just one user). DHHS-PH does not have a provider for this service at this time and would like to use the solution just for billing services. DHHS-PH DOES NOT want a full dental module at this time.

Financial Services:
1.0 FTE Senior Fiscal Assistant
1.0 FTE Fiscal Assistant
0.5 FTE Administrative Analyst
0.1 FTE Budget Specialist (mostly administrative)

Medical Therapy Unit:
For pricing, please quote this unit separately if possible, as DHHS-PH is still deciding if it should be included:
1.0 FTE Supervising Physical Therapist
1.0 FTE Physical Therapist
2.0 FTE Occupational Therapists
1.0 FTE Medical Office Assistant

Please do not modify the questions. It is acceptable to add additional detail as an attachment following the response form. If there are additional materials, please indicate in the "Notes" section for the appropriate line item in the response form.
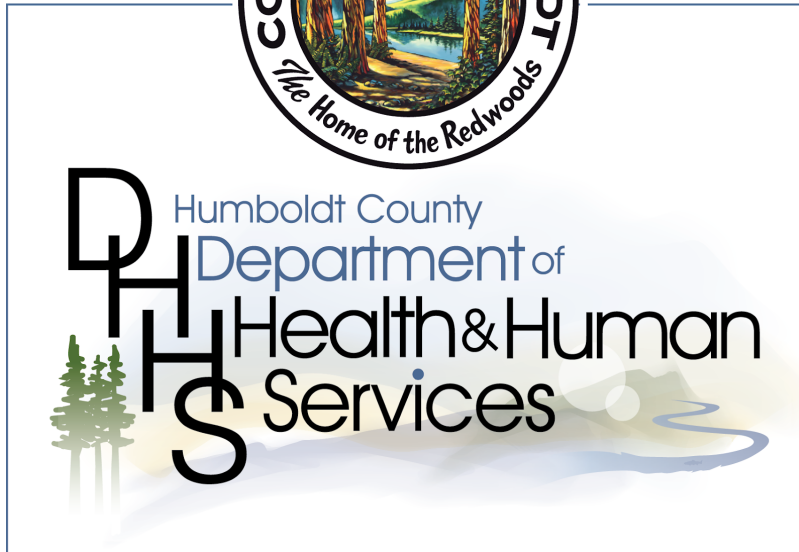
Section	Question	Answer	Notes
Vendor Info			
	Company Name		
	Company Address		
	Company Web Page		
	Company physical location(s)		
	Name of person responsible for information contained in this RFI		
	Contact: Telephone Number		
	Contact: Email Address		
	Main products/services		
	Main market/customers		
	How long has the company been in business?		

	How long has the product you are recommending been available?		
	How many customers/entities do you have using this product?		
	List any California government sector Public Health customers using this product.		
	List any customers in the Humboldt County region using this product.		
	Did your organization write the software or acquire it from a third party/merger?		
Training			
	Do you offer formal user training?		
	Do you provide ongoing training support?		
	What types of training do you offer (distance Learning, live, pre-recorded, on-site)? What are their durations?		
	What level of training do you recommend for users? For administrator?		
	Describe any training materials offered.		
	Is there a user manual? Is it continuously updated and maintained?		
	What is your anticipated learning curve for daily users to become competent?		
	Do you give training support with substantial product updates?		
Customer Service			
	What methods are available for technical customer services and user assistance?		
	What are the hours these methods are available (in PST)?		
	Is your customer service based in the continental US? If not, where?		
	Will we have a dedicated representative that we can contact after implementation if any issues arise?		
Interfaces			
	Does your solution integrate with …		
	1) California Automated Immunization Registry (CAIR)?		
	2) Quest Diagnostics? (to send lab orders)		
	3) ApolloLIMS? (Public Health laboratory software)		
	4) North Coast Health Improvement and Information Network (NCHIIN). Humboldt's local Health Information Exchange.		
	If you do not currently interface with these, are you able to make an interface?		
	Are the interfaces in your solution currently bi-directional? If so, which ones?		
	Are there any costs (initial or ongoing) associated with these interfaces?		
Capabilities			
	Can the solution accommodate part-time providers and is that reflected in the cost?		
	Does the solution have…		

	1) Appointment/patient scheduling? With automated reminders (email, text, phone)?		
	2) Provider scheduling?		
	3) Patient records and charts?		
	4) Patient visit notes?		
	5) Ability to add diagnoses and labs?		
	6) Spell Check?		
	7) Ability to view past visits from the current visit?		
	8) Vitals?		
	9) Allergies?		
	10) Patient Portal? With ability for patient to make payments and receive/send secure communication?		
	11) Ability to research medications in the program?		
	12) All pertinent ICD-10 codes built-in?		
	13) Who populates the CPT code table? Is there ability to create miscellaneous codes? If so, would you handle this for us or would we be responsible for creating them?		
	14) Immunization inventory management? What guidelines do you use for the immunization schedule?		
	15) Support for 340B? If so, does the product determine 340B eligibility?		
	16) TB testing tracking?		
	17) Customizable screens with ability to have multiple patients open at once?		
	18) Patient invoicing/receipts? Ability to receive payments and provide accounts receivable reports?		
	19) The ability to calculate sliding scales for patient payments?		
	20) Direct MediCal (Medicaid) and Partnership (managed care plan) billing (835/837)?		
	21) Direct private insurance billing?		
	22) The ability to invoice a third party? (example: a local business sends many employees to get TB testing and is paying for that testing)		
	23) The ability to work with third party credit card vendors? Humboldt county is under contract with a credit card vendor (Official Payments).		
	24) Robust reporting options including: financial reporting; patient/population reporting; canned reports; and customizable reports?		
	25) Custom report creation? Can DHHS-PH create the reports? If not, what is the cost and methodology for creating custom reports?		
	26) Ability to bill for environmental services performed in our lab (oyster testing, blood lead testing – outside of clinical services)?		

	27) A physical therapy or occupational therapy module for the Medical Therapy Unit (MTU)? The MTU works with children. Is your program able to handle that?		
	28) The ability to make customizable forms? If so, is there an additional cost, initial or ongoing?		
	29) The option to create bulk mailing letters?		
	30) Support for secure email or SMS client communication?		
	Please provide the product roadmap and product lifecycle for the solution. Are you under continuous development?		
Security			
	Is the solution Federally HIPAA and California Compliant?		
	Are you willing to sign a Business Associate Agreement?		
	Are the data centers utilized by the solution located in the continental US? If not, where are they located?		
	Will Humboldt's data be contained solely within the continental US?		
	Does the solution have role-based security?		
	Does the solution have HIPAA compliant audit tracking logs that identify users based on if they have looked at a record and/or modified a record? Does it have the ability to flag certain records as highly confidential and track access?		
	Have you ever experienced a security breach?		
Data Transfer			
	Can you migrate data from the current EMR (NetSmart-Insight)? If so, what is the estimated cost?		
	Have you had previous success in transferring from Netsmart Insight to your product?		
	What data would be transferred? What data would NOT be transferred?		
Implementation			
	What is the timeline for implementation from the date of purchase?		
	What are the main challenges you face implementing your product?		
	Will there be on-site representatives during initial implementation? If so, is there an additional cost for this?		
	Do we receive additional support during implementation?		
Estimated Cost			
	Estimate of scoped requirements? Users listed above. Please include pricing structure. (example: per provider, per user, concurrent user, etc.)		

	Is there anything listed that would require an additional or third party purchase to meet the requirements outlined in this RFI?		
	What is your annual maintenance?		
	If multiple tiers, what is included in each tier? (example: standard, premium, enterprise)		
	Are there additional costs beyond base maintenance fees, initial and ongoing, associated with any of the requested features in this RFI?		
	Discount offered for multi-year contract?		
	Other discounts available?		
	What is the expected product lifecycle?		
	What is your licensing model and prices?		

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Section	Question	Answer	Notes
Vendor Info			
	Company Name	Azalea Health	
	Company Address	5871 Glenridge Dr NE Atlant, Ga 30328	
	Company Web Page	www.azaleahealth.com	
	Company physical location(s)	Atlanta, Ga and Valdosta, Ga	
	Name of person responsible for information contained in this RFI	Daniel Folsom	
	Contact: Telephone Number	4043070227	
	Contact: Email Address	daniel.folsom@azaleahealth.com	
	Main products/services	Ambulatory EHR	
	Main market/customers	Ambulatory clinics and Health Systems	

	How long has the company been in business?	Since 2008	
	How long has the product you are recommending been available?	10 Years	
	How many customers/entities do you have using this product?	Over 1000 users	
	List any California government sector Public Health customers using this product.	N/A	
	List any customers in the Humboldt County region using this product.	N/A	
	Did your organization write the software or acquire it from a third party/merger?	Written and Coded by Azalea developers	
Training			
	Do you offer formal user training?	Yes	
	Do you provide ongoing training support?	Yes	
	What types of training do you offer (distance Learning, live, pre-recorded, on-site)? What are their durations?	On-site, live group trainings, webinars, ongoing training through our support tab	
	What level of training do you recommend for users? For administrator?	Group training is usually adequate for users. Administrator level users benefit most from virtual live trainings.	
	Describe any training materials offered.	Videos, Training Guides, Online group webinars	
	Is there a user manual? Is it continuously updated and maintained?	Yes. Yes.	
	What is your anticipated learning curve for daily users to become competent?	Depending on their role, computer skills, and proactivity, typical training time usually lasts between 1-5 hours. After live training, the implementation team would be the users' support system for any additional questions. Typically, users are comfortable on the system after about 1-2 weeks of use.	
	Do you give training support with substantial product updates?	Yes.	
Customer Service			
	What methods are available for technical customer services and user assistance?	Online Ticket Support, Live Phone Support, and a dedicated Client Success Manager	
	What are the hours these methods are available (in PST)?	Phone Support is offered from 8am-6pm EST (5am-3pm PST). Online Ticket Support is offered 24/7.	
	Is your customer service based in the continental US? If not, where?	Yes.	
	Will we have a dedicated representative that we can contact after implementation if any issues arise?	Yes. You will be assigned a Client Success Manager upon your go-live date.	
Interfaces			
	Does your solution integrate with …		

	1) California Automated Immunization Registry (CAIR)?	Yes. See Below	Our Partner, Ironbridge, is able to connect to your state registry.
	2) Quest Diagnostics? (to send lab orders)	Yes	
	3) ApolloLIMS? (Public Health laboratory software)	See Below	
	4) North Coast Health Improvement and Information Network (NCHIIN). Humboldt's local Health Information Exchange.	Yes. See Below	
	If you do not currently interface with these, are you able to make an interface?	All interfaces can be discussed with our interops team dedicated to building and maintaining HL7 and API interfaces. For each 3rd party system interface, we would need to discuss process and workflow with their tech team, which is standard across the industry.	
	Are the interfaces in your solution currently bi-directional? If so, which ones?	This depends on the interface	eg. lab and radiology is bi-directional; immunization records is unidirectional
	Are there any costs (initial or ongoing) associated with these interfaces?	This depends on the interface	
Capabilities			
	Can the solution accommodate part-time providers and is that reflected in the cost?	Yes. Part time providers will be associated with a discounted rate	
	Does the solution have…		
	1) Appointment/patient scheduling? With automated reminders (email, text, phone)?	Yes. Yes.	
	2) Provider scheduling?	Yes	
	3) Patient records and charts?	Yes	
	4) Patient visit notes?	Yes	
	5) Ability to add diagnoses and labs?	Yes	
	6) Spell Check?	Yes	
	7) Ability to view past visits from the current visit?	Yes	
	8) Vitals?	Yes	
	9) Allergies?	Yes	
	10) Patient Portal? With ability for patient to make payments and receive/send secure communication?	Yes. Yes.	
	11) Ability to research medications in the program?	No.	Dr First automatically checks for drug-drug, drug-allergy, drug-age related interactions for all medications
	12) All pertinent ICD-10 codes built-in?	Yes	
	13) Who populates the CPT code table? Is there ability to create miscellaneous codes? If so, would you handle this for us or would we be responsible for creating them?	We partner with the AAPC to stay up to date with the most recent CPT codes and our developers enter them into the system	
	14) Immunization inventory management? What guidelines do you use for the immunization schedule?	Yes. Immunization scheduling and tracking can	

		be set up manually within our inventory system.	
	15) Support for 340B? If so, does the product determine 340B eligibility?	Yes	Through our 3rd party integration
	16) TB testing tracking?	Yes	(Patient List) Or 3rd party integration
	17) Customizable screens with ability to have multiple patients open at once?	Yes	
	18) Patient invoicing/receipts? Ability to receive payments and provide accounts receivable reports?	Yes. Yes.	
	19) The ability to calculate sliding scales for patient payments?	Yes	
	20) Direct MediCal (Medicaid) and Partnership (managed care plan) billing (835/837)?	Yes	As long as the payer has a payer ID and has capability to connect with the clearinghouse. Our preferred clearinghouse, Trizetto, can send these electronically.
	21) Direct private insurance billing?	Yes	
	22) The ability to invoice a third party? (example: a local business sends many employees to get TB testing and is paying for that testing)	Yes	
	23) The ability to work with third party credit card vendors? Humboldt county is under contract with a credit card vendor (Official Payments).	Yes- however patients can only make payments online through our preferred credit card vendor	
	24) Robust reporting options including: financial reporting; patient/population reporting; canned reports; and customizable reports?	Yes. Over 70 canned reports are available in the system. We utilize a partner for any ad hoc reporting	
	25) Custom report creation? Can DHHS-PH create the reports? If not, what is the cost and methodology for creating custom reports?	See Above.	
	26) Ability to bill for environmental services performed in our lab (oyster testing, blood lead testing – outside of clinical services)?	Yes	As long as the service has an associated CPT code, we would be able to bill for that lab.
	27) A physical therapy or occupational therapy module for the Medical Therapy Unit (MTU)? The MTU works with children. Is your program able to handle that?	Our system is customizable to create templates and workflows for these modules	
	28) The ability to make customizable forms? If so, is there an additional cost, initial or ongoing?	Yes. There is an initial cost for customized handouts. We would also train a "SuperUser" within your staff to be able to create these handouts internally, at no extra cost.	
	29) The option to create bulk mailing letters?	Yes	
	30) Support for secure email or SMS client communication?	Both.	
	Please provide the product roadmap and product lifecycle for the solution. Are you under continuous development?	Yes. We are on an agile release schedule with new enhancements continuously rolled out to our clients.	

Security			
	Is the solution Federally HIPAA and California Compliant?	Yes	
	Are you willing to sign a Business Associate Agreement?	Yes.	
	Are the data centers utilized by the solution located in the continental US? If not, where are they located?	Yes. We utilize Amazon Web Service's servers.	
	Will Humboldt's data be contained solely within the continental US?	Yes	
	Does the solution have role-based security?	Yes	
	Does the solution have HIPAA compliant audit tracking logs that identify users based on if they have looked at a record and/or modified a record? Does it have the ability to flag certain records as highly confidential and track access?	Yes. We do not currently have the ability to create enterprise level rights to flag and lock certain patient records.	
	Have you ever experienced a security breach?	No	
Data Transfer			
	Can you migrate data from the current EMR (NetSmart-Insight)? If so, what is the estimated cost?	Yes. Price varies depending on how much data is transferred (e.g. The cost for import of just patient demographics is $1,500)	
	Have you had previous success in transferring from Netsmart Insight to your product?	To date, we have not had any clients move from NetSmart Insight to Azalea	This could easily be scoped out with our integration development and data transfer team.
	What data would be transferred? What data would NOT be transferred?	Patient Demographics, Insurance can be imported via CSV or Zip drive format. Patient records can be imported via PDF files or CCDA format.	
Implementation			
	What is the timeline for implementation from the date of purchase?	60-90 days	
	What are the main challenges you face implementing your product?	A lack of IT support on the practice's behalf can slow down building interfaces needed and data migration. Filling out required forms in a timely manner can also be a roadblock.	
	Will there be on-site representatives during initial implementation? If so, is there an additional cost for this?	We do offer on-site training at an additional cost	
	Do we receive additional support during implementation?	Your implementation team as well as your sales rep will be your main point of contact for any questions or issues that come up during implementation	
Estimated Cost			
	Estimate of scoped requirements? Users listed above. Please include pricing structure. (example: per provider, per user, concurrent user, etc.)	$749/ Provider Per month $674 / month per mid-level provider Unlimited user licenses	

	Is there anything listed that would require an additional or third party purchase to meet the requirements outlined in this RFI?	Lab, radiology or other external interfaces would incur an additional charge per interface.	
	What is your annual maintenance?	Included in monthly fee	
	If multiple tiers, what is included in each tier? (example: standard, premium, enterprise)	Standard Tiers apply	See addendum A for more details
	Are there additional costs beyond base maintenance fees, initial and ongoing, associated with any of the requested features in this RFI?	No	
	Discount offered for multi-year contract?	No	
	Other discounts available?	Part Time and Midlevel providers are priced at a discounted rate	
	What is the expected product lifecycle?	60 Months	
	What is your licensing model and prices?	Provider licenses are priced at the rate quoted. There is no charge or cap for user licenses.	

- Addendum (A):

Bundles	Includes
Azalea EHR Suite	Includes Azalea PM, Azalea EMR, Patient Portal, e-prescribing, direct messaging, unlimited claims and remittances, MedAssets Code Check, template library access, unlimited batch and individual patient eligibility verification, USPS address validation, unlimited online training resource access including instructional videos, unlimited phone and internet support. Includes paper claim service. Non-electronic claims submitted by mail at $0.55 per claim.
Azalea EMR Suite	Includes Azalea EMR, Patient Portal, e-prescribing, direct messaging, template library access, USPS address validation, unlimited online training resource access including instructional videos, unlimited phone and internet support.
Azalea PM Suite	Includes Azalea PM, unlimited claims and remittances, MedAssets Code Check, unlimited batch and individual patient eligibility verification, USPS address validation, unlimited online training resource access including instructional videos, unlimited phone and internet support. Includes paper claim service. Non-electronic claims submitted by mail at $0.55 per claim.

Azalea PM Suite Billing Companies	Includes Azalea PM, unlimited claims and remittances, MedAssets Code Check, unlimited batch and individual patient eligibility verification, USPS address validation, unlimited online training resource access including instructional videos, unlimited phone and internet support. Includes paper claim service. Non-electronic claims submitted by mail at $0.55 per claim.
Telehealth Bundle w/EMR Suite	HIPAA compliant, bi-directional telehealth module fully integrated into the Azalea EMR, Patient Portal, and Azalea M mobile application. Engage with patients and other providers over a secure, live-streaming video-conferencing platform. Includes Azalea EMR, Patient Portal, template library access, USPS address validation, unlimited online training resource access including instructional videos, unlimited phone and internet support.
Telehealth Bundle w/EHR Suite	HIPAA compliant, bi-directional telehealth module fully integrated into the Azalea EHR, Azalea PM, Patient Portal, and Azalea M mobile application. Engage with patients and other providers over a secure, live-streaming video-conferencing platform. Includes Azalea PM, Azalea EMR, Patient Portal, e-prescribing, direct messaging, unlimited claims and remittances, MedAssets Code Check, template library access, unlimited batch and individual patient eligibility verification, USPS address validation, unlimited online training resource access including instructional videos, unlimited phone and internet support.

County of Humboldt

Department of Health and Human Services (DHHS)
Public Health Branch
Request for Information (RFI)

Electronic Medical Record Software

DHHS Public Health Branch Contact:

Jessica Bradbury
507 F Street, 1st Floor
Eureka, CA 95501
PHFiscal@co.humboldt.ca.us
Phone: 707-441-5433

Executive Summary

The County of Humboldt Department of Health and Human Services Public Health Branch (DHHS-PH) is requesting information regarding your Electronic Medical Record (EMR) solution. The goal for this Request for Information (RFI) is to explore the options available to replace the current EMR solution (NetSmart – Insight) in the Public Health Clinic. Additionally, DHHS-PH has a few small departments with specific EMR needs as detailed in the requirements sections below. DHHS-PH is looking for a single solution for all of these needs. The new EMR solution needs to be fully implemented prior to the end of the fiscal year beginning July 1, 2019.

Agency Technology Overview

DHHS-PH is looking exclusively for HIPAA-compliant, cloud-hosted vendors which will sign a Business Associate Agreement. All data must be contained within the continental United States (lower 48). The Humboldt DHHS Information Services department may have already contacted your organization to determine the basic viability of your solution and whether it meets the minimum requirements established by government (federal, state, and local) security and communications guidance.

Project Overview

Objectives

1. Gather as much information as possible about available systems, which satisfy the requirements listed below.
2. Obtain and migrate to a replacement system, which meets the HIPAA privacy and security requirements of a California Government agency (along with relevant federal, state, and local requirements).
3. Find a solution, which integrates the variety of services provided by the Humboldt DHHS Public Health Clinic, Public Health Laboratory, Medical Therapy Unit, and Oral Health Program, which allows DHHS-PH to more efficiently bill for these services.

RFI Requirements Process

Participation to RFI

Submit a completed RFI questionnaire and all relevant support documentation to Jessica Bradbury at PHFiscal@co.humboldt.ca.us by 5:00PM PDT May 17, 2019. The RFI is a non-binding solicitation that may or may not lead to a subsequent selection process.

RFI Schedule

May 17, 2019: RFI response deadline

RFI Related Questions

Please submit to Jessica Bradbury via email: PHFiscal@co.humboldt.ca.us

RFI Response

For purposes of this RFI, we will have the following departments and users:

Public Health Clinic: 1.0 FTE Public Health Nurses (all part-time, split between three nurses)
0.5 FTE Nurse Practitioner (just 1 NP)
0.1 FTE MD's (VERY part-time, split between two MD's)
2.0 FTE Medical Office Assistants (could be more than two users)

Public Health Lab: No FTE's assigned as users. DHHS-PH would like to bill for Public Health Lab services including environmental testing (oyster testing), blood lead testing, rabies testing, and clinical testing (TB, STD, etc.).

Oral Health Program: 0.5 FTE Medical Office Assistant (likely just one user). DHHS-PH does not have a provider for this service at this time and would like to use the solution just for billing services. DHHS-PH DOES NOT want a full dental module at this time.

Financial Services: 1.0 FTE Senior Fiscal Assistant
1.0 FTE Fiscal Assistant
0.5 FTE Administrative Analyst
0.1 FTE Budget Specialist (mostly administrative)

Medical Therapy Unit: For pricing, please quote this unit separately if possible, as DHHS-PH is still deciding if it should be included:
1.0 FTE Supervising Physical Therapist
1.0 FTE Physical Therapist
2.0 FTE Occupational Therapists
1.0 FTE Medical Office Assistant

Please do not modify the questions. It is acceptable to add additional detail as an attachment following the response form. If there are additional materials, please indicate in the "Notes" section for the appropriate line item in the response form.

Section	Question	Answer	Notes
Vendor Info			
	Company Name	CureMD	
	Company Address	120 Broadway New York, NY 10271	
	Company Web Page	www.curemd.com	
	Company physical location(s)	120 Broadway New York, NY 10271	
	Name of person responsible for information contained in this RFI	Bill Adsit	
	Contact: Telephone Number	212-509-6200 Ext. 712	
	Contact: Email Address	Bill.adsit@curemd.com	
	Main products/services	Electronic Health Record software	

	Main market/customers	Public Health and Ambulatory Care clinics	
	How long has the company been in business?	22 Years	
	How long has the product you are recommending been available?	22 Years	
	How many customers/entities do you have using this product?	Please see attached Market Share Map	
	List any California government sector Public Health customers using this product.	None currently	
	List any customers in the Humboldt County region using this product.	None currently	
	Did your organization write the software or acquire it from a third party/merger?	CureMD developed software in house	
Training			
	Do you offer formal user training?	Yes	
	Do you provide ongoing training support?	Yes	
	What types of training do you offer (distance Learning, live, pre-recorded, on-site)? What are their durations?	Distance Learning, live and pre-recorded. Duration would depend on the scope of project.	
	What level of training do you recommend for users? For administrator?	CureMD utilizes a role-based training program focused on specific responsibilities of the end-user. The level of the training would be dependent on the role and responsibility.	
	Describe any training materials offered.	All remote or distance training sessions are recorded and available to the client for review at any time. CureMD also provides an online knowledge base for users to review for ongoing training.	
	Is there a user manual? Is it continuously updated and maintained?	CureMD provides an online knowledge base for users to review for ongoing training.	
	What is your anticipated learning curve for daily users to become competent?	While the actual learning curve is difficult to identify, most implementations average 90-120 days from start of training to system go live.	
	Do you give training support with substantial product updates?	Yes	
Customer Service			
	What methods are available for technical customer services and user assistance?	Clients can access CureMD support thru a toll free telephone number, or initiate a support ticket from the home page on the application.	

	What are the hours these methods are available (in PST)?	4:30 AM to 4:30 PM (Pacific)	
	Is your customer service based in the continental US? If not, where?	Yes	
	Will we have a dedicated representative that we can contact after implementation if any issues arise?	A dedicated project manager will be available throughout the project implementation and training sessions, as well as for up to 1 month following go live. After this period the client is turned over to our public health support team.	
Interfaces			
	Does your solution integrate with …		
	1) California Automated Immunization Registry (CAIR)?	Client can register for electronic exchange of patient data with CAIR and CureMD. CureMD supports multiple formats including HL-7. Format will be dependent on what CAIR is currently able to support.	
	2) Quest Diagnostics? (to send lab orders)	Yes	
	3) ApolloLIMS? (Public Health laboratory software)	Yes. CureMD supports multiple formats including HL-7. Format will be dependent on what ApolloLIMS is currently able to support.	
	4) North Coast Health Improvement and Information Network (NCHIIN). Humboldt's local Health Information Exchange.	No.	Can be developed.
	If you do not currently interface with these, are you able to make an interface?	Yes	
	Are the interfaces in your solution currently bi-directional? If so, which ones?	CureMD support multiple methods of data exchange including HL-7 2.5.x.	
	Are there any costs (initial or ongoing) associated with these interfaces?	Yes	
Capabilities			
	Can the solution accommodate part-time providers and is that reflected in the cost?	Yes	
	Does the solution have…		
	1) Appointment/patient scheduling? With automated reminders (email, text, phone)?	Yes. Patient reminders include email, text and phone.	
	2) Provider scheduling?	Yes	
	3) Patient records and charts?	Yes	
	4) Patient visit notes?	Yes	
	5) Ability to add diagnoses and labs?	Yes	
	6) Spell Check?	Yes	
	7) Ability to view past visits from the current visit?	Yes	
	8) Vitals?	Yes	
	9) Allergies?	Yes	

	10) Patient Portal? With ability for patient to make payments and receive/send secure communication?	Yes	
	11) Ability to research medications in the program?	Yes	
	12) All pertinent ICD-10 codes built-in?	Yes	
	13) Who populates the CPT code table? Is there ability to create miscellaneous codes? If so, would you handle this for us or would we be responsible for creating them?	CPT codes are pre-built in the application. Modification or addition of local user codes is possible. This can be done by CureMD or available to authorized super users who have been trained on this feature and functionality.	
	14) Immunization inventory management? What guidelines do you use for the immunization schedule?	Yes. CDC.	
	15) Support for 340B? If so, does the product determine 340B eligibility?	Yes	
	16) TB testing tracking?	Yes	
	17) Customizable screens with ability to have multiple patients open at once?	Yes	
	18) Patient invoicing/receipts? Ability to receive payments and provide accounts receivable reports?	Yes	
	19) The ability to calculate sliding scales for patient payments?	Yes	
	20) Direct MediCal (Medicaid) and Partnership (managed care plan) billing (835/837)?	Yes	
	21) Direct private insurance billing?	Yes	
	22) The ability to invoice a third party? (example: a local business sends many employees to get TB testing and is paying for that testing)	Yes	
	23) The ability to work with third party credit card vendors? Humboldt county is under contract with a credit card vendor (Official Payments).	No	CureMD is connected with 2 credit card vendors and their cost is very competitive. Can look into connecting with Humboldt County vendor as well.
	24) Robust reporting options including: financial reporting; patient/population reporting; canned reports; and customizable reports?	Yes. CureMD includes over 160+ canned reports as well as ad hoc reporting.	
	25) Custom report creation? Can DHHS-PH create the reports? If not, what is the cost and methodology for creating custom reports?	Yes.	
	26) Ability to bill for environmental services performed in our lab (oyster testing, blood lead testing – outside of clinical services)?	Yes	
	27) A physical therapy or occupational therapy module for the Medical Therapy Unit (MTU)? The MTU works with children. Is your program able to handle that?	Yes	

	28) The ability to make customizable forms? If so, is there an additional cost, initial or ongoing?	Yes. Client has the ability to create and customize patient forms and visit notes. Designated super users who have completed training can do this without any fees.	
	29) The option to create bulk mailing letters?	Yes	
	30) Support for secure email or SMS client communication?	Yes	
	Please provide the product roadmap and product lifecycle for the solution. Are you under continuous development?	See attached roadmap document.	
Security			
	Is the solution Federally HIPAA and California Compliant?	Yes	
	Are you willing to sign a Business Associate Agreement?	Yes	
	Are the data centers utilized by the solution located in the continental US? If not, where are they located?	Yes	
	Will Humboldt's data be contained solely within the continental US?	Yes	
	Does the solution have role-based security?	Yes	
	Does the solution have HIPAA compliant audit tracking logs that identify users based on if they have looked at a record and/or modified a record? Does it have the ability to flag certain records as highly confidential and track access?	Yes	
	Have you ever experienced a security breach?	No	
Data Transfer			
	Can you migrate data from the current EMR (NetSmart-Insight)? If so, what is the estimated cost?	Yes. Cost will be determined on the scope of the migration.	
	Have you had previous success in transferring from Netsmart Insight to your product?	Yes	
	What data would be transferred? What data would NOT be transferred?	Patient demographics including appointments and insurance, clinical data including diagnosis, medications, allergies, histories, labs and clinical notes. CureMD cannot transfer patient financial data.	
Implementation			
	What is the timeline for implementation from the date of purchase?	Average implementation is 60-90 days.	
	What are the main challenges you face implementing your product?	None	
	Will there be on-site representatives during initial implementation? If so, is there an additional cost for this?	Onsite support and training is available. Can be quoted depending on the scope of work.	

	Do we receive additional support during implementation?	Yes	
Estimated Cost			
	Estimate of scoped requirements? Users listed above. Please include pricing structure. (example: per provider, per user, concurrent user, etc.)	See attached budgetary proposal	
	Is there anything listed that would require an additional or third party purchase to meet the requirements outlined in this RFI?	No	
	What is your annual maintenance?	Included with subscription	
	If multiple tiers, what is included in each tier? (example: standard, premium, enterprise)	No tiers. Proposal is all inclusive.	
	Are there additional costs beyond base maintenance fees, initial and ongoing, associated with any of the requested features in this RFI?	See attached budgetary proposal for optional items.	
	Discount offered for multi-year contract?	No	
	Other discounts available?	N/A	
	What is the expected product lifecycle?	Current. No plans for end of life for this product.	
	What is your licensing model and prices?	See attached budgetary proposal.	

CureCloud Proposal

Software Applications | CureCloud

Practice Management *(Scheduling, Registration, Billing)*	✓
Electronic Medical Records *(Clinical documentation, workflow, specialty content)*	✓
Document Management *(Document scanning/archiving)*	✓
Electronic Prescriptions *(Surescripts Gold Certified, Formulary, Rx History)*	✓
Patient Portal *(Registration, Appointment Requests, Rx Refills, Lab Results)*	✓
CureConnect EDI *(Eligibility, Claims, Electronic Remittance Advice)*	✓
Executive Management Reporting *(Administrative, Clinical, Financial)*	✓
Text-Messages *(Broadcast Alerts, Reminders)*	✓
Meaningful Use reports (per provider)	✓
RCM/ Medical Billing Services	Optional

Technical Services

CureMD Smart Cloud (hosting)	✓
Software Maintenance/Updates/Support	✓
Disaster Recovery/24 x 7 availability	✓

System Implementation Services

Implementation, Database Configuration, Practice Set-up	✓
EDI Set-up & Provider Enrollment	✓
Data Migration, Conversion, Validation	Optional

Standard Monthly Fees *(Inclusive of S/W and technical services described above)*

1st Full Time Billing Provider	$395
Additional FT Billing Providers	$295
Contract/Volunteer Billing Providers	$295

System Implementation Services Fees

1st Full Time Billing Provider	$3,000
Additional FT Billing Providers *(Each)*	$2,500
Additional PT/contracted billing Providers *(Each)*	$2,000

Terms & Conditions

CureCloud offers a complete, all-in-one solution including Cloud hosting, software, EDI, professional services and on-going support.

CureCloud: The monthly subscription includes all CureMD software. Each provider will receive a pre-packaged implementation and training program priced on a per provider basis. Each provider must purchase the implementation and training program specifically designed and priced as follows on a per provider basis: $3500/1st provider, $2500/each add'l FT billing provider, $2000/each PT or Contracted billing provider. **This is a 60 month contract**. Early termination will result in the payment of $100 per provider per month for the balance of the original term. At the end of the original term the client may renew the 60 month agreement at the same monthly subscription fee.

Optional Services: All one-time and monthly optional services will be billed separately and are not considered part of the core CureCloud Software Solution Suite. Early termination of these services will not result in any penalties.

Note: CureCloud is a pre-packaged all-inclusive (software and applicable services) solution offering as described above. Should the client choose to terminate this agreement early, the client will be responsible for honoring the early termination clause as defined above. All subscription fees are to be paid by ACH or automatic credit card EFT authorization. By signing this proposal the client accepts the terms and conditions of the CureMD "License & Services Agreement" available at https://www.curemd.com/LSA.pdf

CureCloud Proposal		Investment Summary	
Optional Services	**Quantity**	**Cost**	**Subtotals**
Patient Data Migration, Conversion, Validation from Insight *(one time setup cost)*	1	$1,000.00	$1,000.00
Clinical Data Conversion from Insight *(one time setup cost)*	1	$2,500.00	$2,500.00
Izenda Ad Hoc reporting module *(one time setup cost)*	1	$1,500.00	$1,500.00
Inventory Management Module *(one time fee)*	1	$200.00	$200.00
Apollo LIMS HL-7 Integration *(one time setup cost)*	1	$2,000.00	$2,000.00
Electronic Fax *(Initial one-time setup per line)*	0	$125.00	$0.00
CAIR Immunization Registry Interface *(included)*	1	$0.00	$0.00

Patient demographic and clinical conversions from existing EMR must be provided to CureMD in industry standard formats such as :
Excel, CSV, XML, CCD or DBMS/RDBMS. The data should be readable. Custmer should ensure they have maintained a backup of the data provided.

Diagnosis, medications and allergies will be migrated discretely. All other clinical information will be migrated in a read-only PDF format.

Monthly Fees for Optional Services			
Patient Statements *(each: Printing, Enveloping, Posting billed monthly)*	0	$0.75	$0.00
Electronic Fax monthly service:			
1.) $45 monthly - includes 500 pages billed monthly ($.10/page extra)	0	$45.00	$0.00
2.) $125 monthly - includes 1500 pages billed monthly ($.10/page extra)	0	$125.00	$0.00
3.) $199 monthly - includes 3000 pages billed monthly ($.09/page extra)	0	$199.00	$0.00
4.) $450 monthly - includes 7500 pages billed monthly ($.08/page extra)	0	$450.00	$0.00
Izenda Monthly Maintenance & Support *(per licensed user billed by Cure MD)*	1	$99.00	$99.00
Inventory Module Administrative User	1	$99.00	$99.00
Electronic Prescription of Controlled Substances *(per provider)*	0	$25.00	$0.00
RCM/Medical Billing Services	0	$0.00	$0.00

Subscription-based Products & Services	**Quantity**	**Cost**	**Subtotals**
Monthly Subscriptions			
CureCloud 1st Provider License	1	$395.00	$395.00
CureCloud Additional FT Providers	0	$295.00	$0.00
CureCloud PT or Contracted/Volunteer Providers	3	$295.00	$885.00
Implementation and Training Package			
CureCloud training for 1st FT provider	1	$3,000.00	$3,000.00
CureCloud Additional FT Providers *(each)*	0	$2,500.00	$0.00
CureCloud PT & Contracted Billing Providers *(each)*	3	$2,000.00	$6,000.00
Optional Additional On-site Training *(8-hr daily session - travel & lodging not included/quoted separately)*	3	$795.00	$2,385.00

Totals *(Proposal pricing valid for 30 days)*	**Totals**
Implementation and Training Package Fees	$11,385.00
One-time discount	**-$1,000.00**
Optional Services *(One-time Fees)*	$7,200.00
Subtotal- Monthly Subscriptions & Monthly Optional Service Fees	**$1,478.00**
Total Monthly Subscriptions & Monthly Optional Service Fees	**$1,478.00**
Total Initial Investment *(Includes training, optional services and 2 advance monthly payments)*	**$20,541.00**

Initial Investment Payment: 50% due at contract execution, 25% at practice mgt. go live, balance due at clinical go live

Practice Name: County of Humboldt DHHS-PH   Telephone: 707-441-5433

Address: 507 F Street 1st Floor   City: Eureka   State: CA Zip: 95501

Client Authorized Signature   **CureMD Authorized Signature**

By: _____   By: _____
Please Sign Here   *Please Sign Here*

Name: _____   Name: _____
Please Print Name & Title   *Please Print Name & Title*

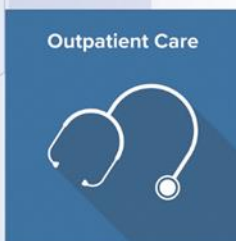Date: _____   Date: _____

BUDGETARY/CONFIDENTIAL

eClinicalWorks

Improving Healthcare Together

County of Humboldt
Dept. of Health & Human Services
Attn: Jessica Bradbury
507 F Street, 1st Floor
Eureka, CA 95501
May 17, 2019

Outpatient Care

Acute Care

Analytics

Patient Engagement

May 17, 2019

County of Humboldt
Department of Health and Human Services
Attn: Jessica Bradbury
507 F Street, 1st Floor
Eureka, CA 95501

Dear Ms. Bradbury:

Thank you for including eClinicalWorks ("eCW") in the Department of Health and Human Services, Humboldt County's ("County") search for an Electronic Medical Record Software solution. eClinicalWorks is more than a vendor of electronic medical record software; we provide solutions to the increasingly complex challenges that healthcare providers are confronted with daily. From physician burnout due to documentation fatigue, to engaging patients on consumer-friendly platforms, to collecting and generating the data needed to successfully participate in shared savings/population health initiatives; eClinicalWorks has a single, unified solution that addresses all these issues.

While there are many products on the market today, eClinicalWorks stands alone in its ability to deliver a high value, unified solution at an affordable price. eClinicalWorks spans the patient's continuum of care in the outpatient and inpatient settings and between visits as well, supporting providers in their efforts to deliver high quality care at lower costs. eClinicalWorks gives organizations the ability to manage population health and provides office staff with the tools needed to run the office efficiently. eClinicalWorks' modern, cloud-based technology and hosting on the elastic cloud provides scalability, security, and resiliency and removes the technology burden that comes with the outdated client-server model of application hosting.

eClinicalWorks was founded in 1999 as an innovative and agile electronic medical record company. Twenty years later the company has grown to be the second largest vendor of electronic medical record technology in the country and continues to be a market leader. Innovation and continuous quality improvement are a way of life at eCW – from investment in cloud technology to new products and features – we listen, watch, learn, innovate, and deliver. The product roadmap promises even more value to our clients as we explore new trends in consumer behavior, evaluate new technology solutions, and imagine better ways to serve our clients and their patients.

eClinicalWorks has a strong presence in the community health care market with 800+ FQHC/CHC's as well as major public health departments throughout the country using eCW. eCW prides itself on providing an intuitive, interoperable, and sustainable solution; this has made us a leader in supporting federally qualified health centers, community health centers, and departments of public health, with similar requirements for state, county and federal regulations. Since 2008, 20 eCW clients have won the HIMSS Davies Award of Excellence, 12 of which have been in the community health category and we look forward to bringing the same level of excellence in technology implementation and adoption to the providers and staff of Humboldt County.

eClinicalWorks wide range of products and functionality compliment the services provided by Humboldt County. In addition to the core EMR/PM product, eCW offers Population Health Management and Analytics that provide collaboration tools for healthcare providers to address improvement in patient care and within their organization. Patient engagement tools, a robust Patient Portal, mobile health apps, Messenger appointment reminders, patient satisfaction surveys, health campaigns, and TeleVisits let your staff stay in touch with their patients remotely.

We look forward to bringing excellence in technology implementation and adoption to the providers and staff of the Department of Health and Human Services of Humboldt County.

Sincerely,

Michael Calderone, Sales Coordinator
eClinicalWorks, LLC
2 Technology Dr.
Westborough, MA 01581
508.836.2700, x 15429
michael.calderone@eclinicalworks.com

DISCLAIMERS

eClinicalWorks reserves the right to negotiate final terms, conditions, and pricing in the event that a contract is awarded as a result of this proposal.

The pricing submitted is preliminary; additional discovery is needed in order to arrive at final pricing.

This proposal contains confidential information that is the property of eClinicalWorks. In consideration of the receipt of this document, recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents, except as may be required by applicable public access law, regulation, or both.

Please note that any product screens or images that may be presented in this response are made with fictitious patient data and are company confidential.

It is the customer's responsibility to ensure that product functionality per this response is vetted during the sales process and prior to contract signing. eClinicalWorks will provide product demonstrations and provide clarification for any answers that may be unclear.

Table of Contents

Table of Exhibits

Exhibit A	Preliminary Pricing & Contracts
Exhibit B	Interoperability Solutions
Exhibit C	Interoperability – New in 2019
Exhibit D	Health Center Solutions Booklet
Exhibit E	Davies Awards

Executive Summary

Founded in 1999, eClinicalWorks grown to become the second largest EHR vendor by practice size, and the leading EHR vendor among independent practices, with an industry-leading 12% market share. The company is a model of carefully managed growth (5,100⁺ employees) in a stable infrastructure, led by a dedicated management team comprised of the original founders. Located near Boston, MA, eClinicalWorks has regional offices in New York, Georgia, Illinois, Texas, California, the UK, and India. We have an established customer base of more than 135,000 physicians deployed in 80,000+ facilities across 24 regions worldwide.

ONE SOLUTION • ONE PATIENT • ONE PRODUCT • ONE COMPANY

A Unified Solution

The eClinicalWorks suite of products operates off a single, unified database, enabling authorized users to access all patient information stored in the system. This ensures that information entered into any area of the system automatically populates all relevant fields throughout the entire application – patient demographic information need only be entered once, clinical documentation automatically forms the basis for every claim, and information from past encounters is readily available. eClinicalWorks' single solution provides comprehensive solutions from a single partner. The browser-based eClinicalWorks solution can be accessed by providers using a desktop, laptop, or tablet.

Elastic Cloud Hosted

Using an elastic Cloud-based platform consisting of nine datacenters in geographically diverse locations, eClinicalWorks offers unparalleled uptime, security, and performance. This state-of-the-art Cloud technology supports inherent wide area access and disaster recovery. This versatility results in a reduced total cost of ownership and a high return on investment for our clients. The Private Cloud is a HIPAA-compliant virtual IT environment created specifically for the secure and reliable delivery of the eClinicalWorks suite of applications. eClinicalWorks data centers have received ISO 27001 certification for Information Security Management.

Award-winning Usability

eClinicalWorks has an intuitive and user-friendly graphical user interface (GUI) that provides easy-to-learn, easy-to-use controls based off standard Windows guidelines. eCW significantly enhanced its user interface in 2016 based on user feedback; eliminating unnecessary clicks and pop ups and streamlining workflows. Combined with the latest HTML5 technology and interface standards, eClinicalWorks delivers fast, efficient performance. This has resulted in eClinicalWorks receiving the top rating for EHR satisfaction among physicians, in a *Becker's Health IT & CIO Review* survey from January 2018. eClinicalWorks also received similar reviews in another independent survey conducted by *Reaction Data* in 2018.

eClinicalWorks Leads the Way in EHR Satisfaction among Physicians

EHR Satisfaction According to Physicians*
eClinicalWorks Leads the Way in EHR Satisfaction Among Physicians

Vendor	Satisfaction
eClinicalWorks	82%
Epic	67%
athenahealth	58%
Greenway	58%
NextGen	55%
Allscripts	28%

*The figures show the percentage of physician users giving their EHR vendor a "5" or higher for overall satisfaction on a scale of 1-10, as compiled from a Reaction Data survey of 889 physicians published on January 6, 2018. https://www.reactiondata.com/report/ehr-satisfaction-according-physicians/

A Commitment to Innovation

eCW constantly evolves to keep pace with the changing needs of healthcare providers and systems, as well as the new models of care delivery and payment reform. With revenue of $480 million in 2017 and steady profitability, eClinicalWorks continues to continual investment and improvement for its technology solutions, company, and partners. Each year, eClinicalWorks reinvests 20 percent of annual revenue into research and

development. Beyond the continual refinements of our core solutions, future areas of focus include machine learning, artificial intelligence, mobile computing, and telemedicine. Recent features include:

- Easing and speeding physicians' data entry burden by using Scribe® to convert dictation to structured data within clinical documentation (available now)

- Eva – the eClinicalWorks Virtual Assistant – the industry's first intelligent, context-based search assistant (available now)

- Developing the first health information search engine designed coordinate information from interoperability networks and payers to one longitudinal view of a patient's record. (2019)

- Opioid Decision Support Tool – The patient safety/advisory and development teams worked very hard to provide features that will assist practitioners and their patients in combating the opioid epidemic. The eClinicalWorks Controlled Substance Decision Support was created to assist practices in identifying patients at risk of opioid addiction as well as to identify alternative medications. This feature will be available late 2019.

- Integration with **Medicare's Blue Button initiative** in the Patient Portal AND the EMR gives patients and providers a holistic view of the patient's health record and their Medicare claims data. (2019)

Interoperability

eClinicalWorks is a certified HISP and supports Direct P2P messaging protocols for the secure exchange of messages and clinical data between trusted providers. eClinicalWorks also participates in the CommonWell and Carequality interoperability platforms, enabling secure data exchange with other EHR systems. eClinicalWorks Open Interoperability (EOI) enables third party developers to build patient facing healthcare applications and uses FHIR (Fast Healthcare Interoperability Resources), an established and widely accepted HL7 industry standard, for the data exchange. Please refer to *Exhibit B – Interoperability Solutions* and *Exhibit C – Interoperability – New in 2019* for more information.
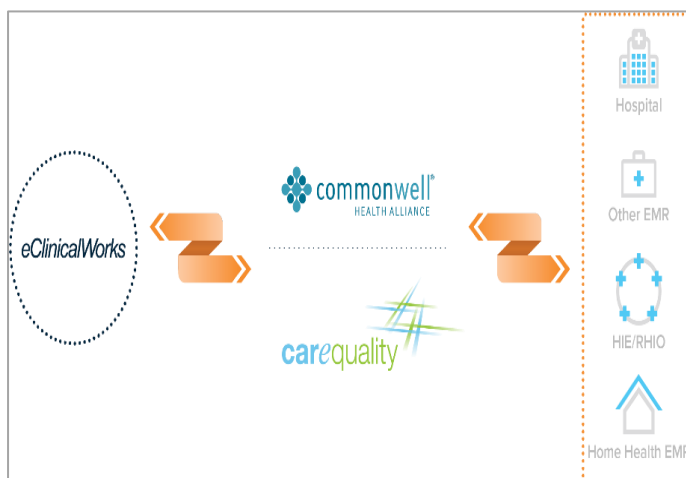
Mobile solutions

eClinicalWorks supports access via web browser for any web-enabled smart device – desktop, laptop, tablet, and phone. eClinicalWorks offers a dedicated iPad app and a smart phone app that utilize intuitive user interface for easy navigation and data entry through finger swipes and an integrated keyboard. Whether users are on call, at home, a hospital, or a patient's home, eClinicalTouch and eClinicalMobile deliver the data needed – anytime, anywhere.
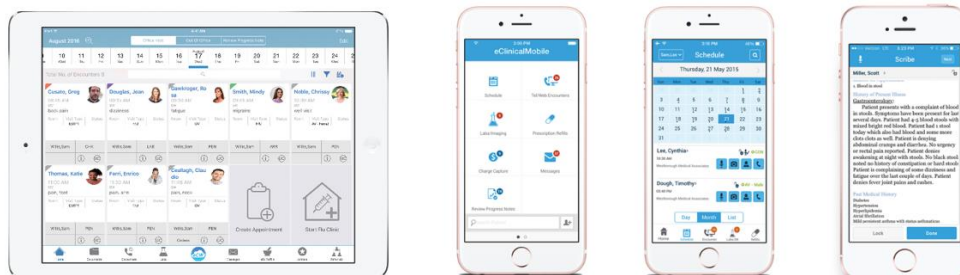
Patient Engagement
To engage patients in their own care, eClinicalWorks continues to create a two-way, interactive relationship between patient and doctor, and shift health care to a proactive and collaborative effort. eClinicalWorks patient engagement tools include a Patient Portal, the healow mobile health app, healow.com, telehealth opportunities, Messenger services, and office kiosk. eClinicalWorks makes it possible for providers to offer the latest in health technology to patients who expect no less. Please refer to Section G. Patient User Model for more complete information.

Safety and Compliance
The Safety and Compliance Dashboard gives providers a visualization of how they use the system. The Safety & Compliance Dashboard serves as a reference page for provider and staff that provides key performance indicators (KPI) to help organizations identify opportunities for clinical activity, improve medical decision making, and streamline care. It provides one central location for managing the risk of a practice or an entire enterprise.
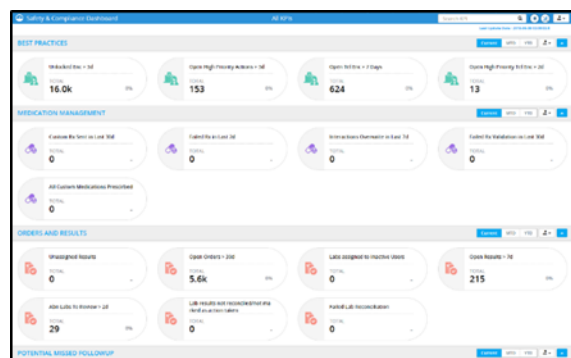
Remote telemedicine/virtual care
Telehealth is integrated into the EHR workflow and resource schedule. Information submitted and conveyed by patients during a TeleVisit can be directly imported into the EHR. Patient care can be provided whenever and wherever needed, wither on a personal computer or on a smartphone. Upcoming features include Hello2healow, which will enable instant, Skype-like functionality for providers to securely connect to colleagues for consults or referrals or the ability to contact patients with a single click from within the EHR, allowing them to conduct short consultations and check-ins with their patients. Please refer to Please refer to Section G. Patient User Model.

Awards
eClinicalWorks is a highly decorated application, winning dozens of awards over the years as shown below.

Davies Awards for Patient Outcomes and ROI
As of 2019, 19 eClinicalWorks clients have been awarded the HIMSS Nicholas E. Davies Award of Excellence recognized for their outstanding achievement as organizations who have utilized health information technology to substantially improve patient outcomes. The Davies Awards program promotes EHR-enabled improvement in patient outcomes through sharing case studies and lessons learned on implementation strategies, workflow design, best practice adherence, and patient engagement. Refer to *Exhibit – E – Davies Awards*.

Second-largest U.S. EHR Vendor
In 2018, SK&A named eClinicalWorks the second largest EHR vendor, by practice size, in the U.S., with more than 10 percent of the market.
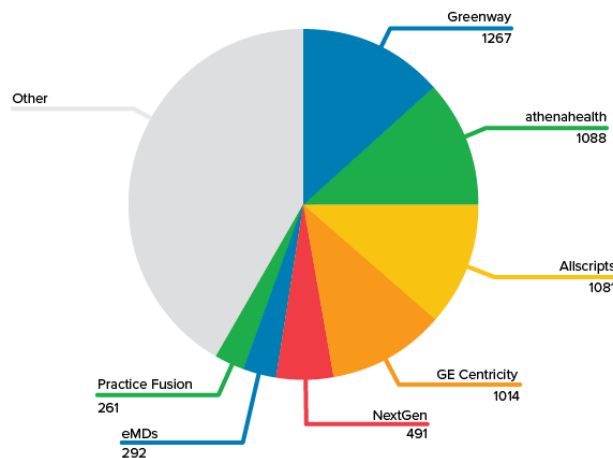
Top 10 EHR Vendors by Practice Size

SK&A 2018

Making the Switch to eClinicalWorks

In addition, eClinicalWorks believes the number of providers who switched to eClinicalWorks from other vendor products in from January 2017 to December 2018 demonstrates the level of quality, customer satisfaction, and system usability of our products.

Number of Providers Who
Switched to eClinicalWorks
January 2017 to December 2018

Greenway 1267
athenahealth 1088
Allscripts 1081
GE Centricity 1014
NextGen 491
eMDs 292
Practice Fusion 261
Other

Market Share award from Frost & Sullivan

In January 2016, Frost & Sullivan recognized eClinicalWorks with the 2015 US Frost & Sullivan Award for Market Leadership for capturing the highest market share (10 percent) among all cloud based EHR vendors. eClinicalWorks' comprehensive cloud-based technology solutions, coupled with pioneering implementation support services, have helped it firmly entrench itself at the top of the leader board.

"eClinicalWorks' EHR platform is a highly agile and customizable EHR suite that drives compliance, streamlines clinical workflow and aids integrated practice management," said Frost & Sullivan Research Analyst Koustav Chatterjee. "Furthermore, the company offers transparent and competitive pricing to help ambulatory practices optimize profitability, while its widespread service network reinforces its impressive brand value. More than 115,000 physicians currently use its solutions at more than 50,000 care facilities. "

eClinicalWorks' five main product lines cover the full spectrum of patient care. These products are as follows:
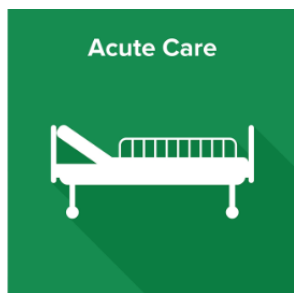
Acute Care EHR

eCW's soon-to-be-released Acute Care EHR features a patient dashboard showing all clinical details, for emergency department, operating room, ICU, or any inpatient unit. Pharmacy and lab results are included. Manage care by census lists or floor-plan views. Documentation – by providers, nurses, or ancillary users – is accessible to all authorized users. The Acute Care EHR solution can help you build the Clinically Integrated Network (CIN) you need to promote patient health and safety. Built on a modern HTML5 platform, our system is designed for fast and intuitive ease of use.

Ambulatory Care EHR/PM

eCW's core Ambulatory Care EHR/PM product is the flagship product that serves as the hub for all other product offerings. Hundreds of product enhancements that result in increased usability, reduced number of "clicks," and streamlined workflows are the direct result of customer input. The application is highly customizable by the organization and by the individual provider and is well-suited for use in practices of all sizes and specialties. Workflows are flexible and options for navigation within the system are available, allowing users to access all authorized areas of the system and the longitudinal patient record with ease.
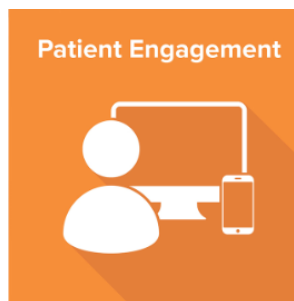
Patient Engagement

The eClinicalWorks "healow" – health and online wellness – suite of products consists of several complementary products that combine to provide a unified patient-provider-practice experience. These include a Patient Portal, the healow mobile health app, healow.com, telehealth opportunities, Messenger services, and office kiosk. eClinicalWorks makes it possible for providers to offer the latest in health technology to patients who expect no less. healow leverages online connectivity, mobile health technology, and multiple means of communication to create a convenient way for patients and providers to stay connected.

Population Health

eClinicalWorks Population Health Management solution gives secure access to communities of providers, regardless of the EHR technology used, enabling them to securely share clinical information, send and receive electronic referrals, and close the loop on referrals – a cornerstone of coordinated care. This module includes Population Health Analytics, Case Management, Care Planning, a secure referral network, patient engagement opportunities, care planning, and a number of ways to connect, manage, and plan for patient care.

Revenue Cycle Management (RCM) – Ambulatory Clinics

RCM Services provides an alternative to time-intensive revenue management, by allowing our staff of expert billers to handle back-office operations directly through the eClinicalWorks application, securely and accurately. Dashboards provide authorized users with transparency into the process and visibility into your practice's financial performance in real time. A 98% first-pass acceptance rate reduces your days in A/R and improves your bottom line.

Additional Features and Functionality for the County of Humboldt:

eClinicalWorks has a wide range of features and functionality not necessarily requested within RFI Form. Therefore, we have outlined some additional items we feel the Department of Health and Human Services, County of Humboldt would benefit from exploring.

eClinicalWorks has developed, invested and worked with clients in healthcare such as, FQHC, Departments of Health, Community Health Centers, and Rural Health Clinics to design workflows to improve health center performance and operations. We have produced reporting tools to identify trends, establish and/or expand programs and identify services and interventions to improve the health of their patient population. Please refer to *Exhibit D – Health Center Solutions Booklet.*

EMR Features:

- *Electronic Dental Record (EDR)* – Although the County indicated that is not in need of a full Oral Health Program at this time, however, needs the ability to enter and bill for dental services for cleanings and varnishes; eClinicalWorks has this capability and would like to gather more details on what information is needed to document and at what level. We have included information below on our integrated EDR.
  - eClinicalWorks fully integrated dental record permits efficient documentation of dental exams, periodontal charting, and treatment in an ambulatory setting while providing a holistic view of a patients' medical and dental history. No need for third-party software when the dentist can prescribe, leverage the allergy and interaction check, bill for dental services and qualify as eligible professionals for Meaningful Use attestation. (optional)
- *OB Flowsheet* – monitors the progress of a pregnancy between each visit. The flowsheet gives the provider a quick visual to see what labs, imaging, and other orders need to be performed at each point in time of the pregnancy. Results received for any of these tests automatically populate the Progress Note
- *Vision Screening and Audiology Exam* – features include integrated audiology, optometry, and ophthalmology workflows, audiology and vision exam documentation, and the ability to prescribe lenses; all included in the multi-specialty database
- *EMR patient encounter data* captures the related data to the following clinical services: Primary Care, Pediatrics, Well Child, Women's Health, STD, Tuberculosis, Immunizations, and Diabetes Management
- *Population Health Management Care Plan Module* – designed to assist with collaborative care planning and treatment for complex and chronic conditions such as behavioral/mental health and diabetes, and multi-provider/multi-setting cases. (optional)
- *Social Determinants of Health* –The PRAPARE Smart Form identifies patient's needs for resources, referrals, and services. PRAPARE EHR templates help health centers understand and act on the many factors that are barriers to care in their communities. This Screening Smart Form can capture and assess the socioeconomic and psychosocial characteristics based on fields currently within the EMR and structured data fields. (optional)

Practice Management:

- *Poverty Guidelines* – eClinicalWorks has robust data capture for patient demographics relating to poverty guidelines and sliding fee setup
- *Sliding Fee Schedules* – practices can slide by a percentage of the charge; a flat dollar amount; by CPT, which will adjust the claim based on the allowed amount in the fee schedules; or by CPT Group
- *Split Claims* – allows users to take a single claim and separate it into two distinct claims for submission in accordance with the Medicare "Provider Based" designation
- *Prospective Payment System* (PPS) for FQHCs – providers can be trained to select the correct PPS-G code, or this process can be automated in the system by creating CPT Explosion Rules (approx. 112) which will add the PPS-G code automatically.

Reporting Features:

- *UB04 Billing* – gives providers the tools to electronically submit claims and exchange healthcare payment information between payers with different payment responsibilities
- *UDS Reporting* – eClinicalWorks accurately accumulates and produces the patient utilization statistics captured within the system: age, gender, ethnicity, race, poverty level, VFC eligibility, Primary language, translator needed, sexual identity/gender orientation (SOGI), veteran, homeless, migrant and seasonal classifications specified by the BPHC in the UDS and updated annually
- *GPRA and SDPI* – reporting for Indian Health Services – measures and submits clinical care performance measures of diabetes, cancer screening, immunization, behavioral health screening, and other prevention measures. The agency also reports on rates of hospital accreditation, injury prevention, and infrastructure improvements.
- *Ryan White Reporting* – eClinicalWorks allows providers the ability to capture all required data elements for RSR reporting to HIV/AIDS Bureau (HAB)
- *Title X – Family Planning Annual Reports*: Family Planning documentation can be entered directly into the Progress Note by entering information in Family Planning String Fields
- *Chronic Care Reports* – eClinicalWorks has an optional CCM module that can identify and enroll eligible patients, keep track of the number of minutes spent on non-face-to-face time for qualifying patients, bill CMS when the required number of minutes is reached, and generate CCM reports.
- *Enterprise Business Optimizer (eBO) Reports* - eClinicalWorks has developed a set of canned reports for our FQHC/CHC/RHC/Look-Alike clients. Powered by IBM's Cognos reporting platform, these reports leverage 3,000+ metadata elements to deliver financial, operational, and clinical reports. Leverage the power or eBO analytics to identify population health issues and trends and keep your CHC running efficiently
- Office of Statewide Health Planning & Development (OSHPD) – For California health centers, eClinicalWorks supports OSHPD reporting requirements.

Understanding that strengthening services within a community is important to promote health and disease prevention, eClinicalWorks has addressed these needs and has several ways to create/define fields to capture patient information:

Smart Forms: Clients can create smart forms for a variety of intake situations such as initial assessment, tobacco, alcohol, sexual activity, behavioral health assessment, etc. The data entered into these forms can be printed and auto-populate the progress note. Patient demographics, insurance and financial information, medical, social, family, surgical, and immunization history are all captured electronically within the EMR or can be done via the Patient Portal, replacing paper forms. Similarly, medication history, allergies, problems, etc. are also captured electronically in the EMR. If a client requires a custom screening form, eClinicalWorks will work with the practice to create the forms and the associated Structured Data items available with the eClinicalWorks system for an optional fee.

Specialty Forms: Standardized medical forms, are available in the system and used to document a patient's condition or to create a standardized letter. Completed forms such as immunizations, pediatric, surgery, etc. can be printed, faxed, or saved as templates and saved within the patient document area; however, these forms are not saved in the Progress Notes.

Bubble Sheets: Intake can be done by scanning an intake form or assessment questionnaire using the bubble sheet feature. Bubble sheets are a simple and fast way to collect patient information. During an office visit, a patient answers common medical history questions by filling in circles on a form customized for your practice. The completed form is scanned and attached to Patient Documents (like any other scanned document). eClinicalWorks then interprets the information and imports it into the corresponding fields of the patient's Progress Notes. Intake forms can also be used in the Patient Portal & Patient Kiosk.

Client Designed Questionnaires: eClinicalWorks Patient Portal allows practices to design their own questionnaires, creating their own topics, lines of questioning, and levels of detail. They may create and

manage as many questionnaires as they need to effectively collect the information they require from their patients.

Population Health Care Plan and Behavioral Health Care Plan: The Care Plan and the Behavioral Health Care Plan are optional modules and can be chosen by eClinicalWorks EMR/PM users as an add-on product and by non-eClinicalWorks EMR users as a stand-alone Care Planning solution. When used in conjunction with the eClinicalWorks EMR, the Care Plan and the EMR form a highly comprehensive, longitudinal record of the patient's physical and emotional health. Community-wide reporting and predictive analytics give health center administrators advance notice of emerging health trends in their community and visibility into population health at an aggregate level.

Care planning in eClinicalWorks enables users to effectively manage the documentation of Behavior / Mental Health patients with features that include:

- Member management functionalities like program enrollment and defining program-specific care teams
- Documentation using initial intake questionnaires and other risk assessments such as the Johns Hopkins ACG risk scoring algorithm
- Create care plans based on customizable care plan compendiums
- Allow users to define patient specific problems, goals, objectives and interventions and also track goal progress over a period of time
- Ensure systematic measurement and tailored outcomes through interactive care plans and action-plans
- Enable users to define program specific care plan review durations for patients and care team
- Manage scheduling and documentation of group visits
- Care Team Dashboards for managing enrollment requests, appointments, tasks & reminders, messages, patient records, and referrals
- Care Plan Hub provides critical information regarding each client/member/patient with links to the patient's health risk assessment data, their current problems, and their care plans

Immunizations: Client vaccination & certification tracking and notification capability utilizing eClinicalWorks robust immunization and therapeutic injection module integrated within the system is further described below within the DHHS Response Form. This area of the application manages the administration of vaccinations, the inventory of vaccines in inventory, decrements the inventory as vaccines are administered, and maintains a complete history of vaccinations for the patient. Also, eClinicalWorks can generate a predefined report for the State of California's CAIR and have it automatically uploaded to states registry.

Tuberculosis Program – An immunization associated with a PPD skin test (tuberculosis skin test), and additional fields can be enabled. Fields such as "read by, read date, induration and impression" are available on the immunization details window. eCW also has a robust Inventory Module (fee based) that consists of eight functional areas that help manage your inventory of consumables and products for sale, from the time of the initial order, through stocking, sale, and restocking. Integration with barcode scanner technology facilitates accurate data entry and efficient workflows. This supply chain management tool is integrated within the EMR product.

CHADIS – available via the Patient Portal, collects and scores the patient screening and sends results back to eClinicalWorks as structured data in HPI. (optional, added cost)

healow Mom: eClinicalWorks introduced easy-to-use apps for pediatric and maternal health. A mother-to-be wants her health information handy, from office visit summaries to lab results, and wants to know what to look for throughout her pregnancy. Available in English and Spanish. The healow Mom app helps her know:
- What she can expect in any given week, from first trimester until delivery
- What medications, if any, will she need to take, and which screenings or tests may be due
- How to keep track of pregnancy milestones, baby kicks, or contractions

healow Kid: This app assists parents once their child is born. Users can access records, schedule appointments, and keep track of developmental milestones. The healow Kid app can assist with chronic condition management such as asthma, helping the parent and child monitor the episodes, treatments, and stay in continuous contact with the provider. Available in English and Spanish.

healow TeleVisits: Expand your patient's access to care with healow TeleVisits that leverage the power of the eClinicalWorks EHR. healow TeleVisits offer a unique and intuitive experience for patients, while offering physicians integrated access to the same clinical tools used in the office. healow TeleVisits is convenient and secure and provides access to your patients when and where needed. Patients can have a virtual visit from the comfort of their own home using their Patient Portal account. And healow TeleVisits can be used in your office to bring a virtual exam room to your patients for specialty care with other providers that may not be easily accessible. (optional, added cost)

# County of Humboldt – DHHS Response Form

Section	Question	Answer	Notes
Vendor Info			
	Company Name	eClinicalWorks, LLC	
	Company Address	2 Technology Drive Westborough, MA 01581	
	Company Web Page	www.eclinicalworks.com	
	Company physical location(s)	Headquarters: 2 Technology Drive Westborough, MA 01581	eClinicalWorks has offices located in Pleasanton, CA; Alpharetta, GA; Chicago, IL; New York, NY; and Austin, TX
	Name of person responsible for information contained in this RFI	Michael Calderone, Sales Coordinator	
	Contact: Telephone Number	508-836-2700 x15429	
	Contact: Email Address	Michael.calderone@eclinicalworks.com	
	Main products/services	As a leader in healthcare IT, eClinicalWorks provides cloud-based Electronic Health Records and Practice Management solutions for Ambulatory and Acute Care settings worldwide. Our innovative, customizable solutions for Documentation, Patient Engagement, Data Analytics, Population Health, and Revenue Cycle Management are found in health centers, hospitals, surgery centers, and urgent care clinics.	Beyond the core EMR/PM solution, ancillary product offerings that are fully integrated include: • Patient Portal • Dental EDR • Healow® mobile health apps • Messenger® • eClinicalMobile® • eClinicalTouch® • Office Kiosk • Population Health Management solution • TeleVisits
	Main market/customers	With one product eClinicalWorks serves a broad range of outpatient verticals that include: Departments of Health, Hospital Employed Practices, Private Practices, Convenient Care, Health Centers, and Student Health.	
	How long has the company been in business?	20 years	eClinicalWorks was founded in 1999.
	How long has the product you are recommending been available?	eClinicalWorks is recommending V11 was introduced in 2018.	The introduction of eClinicalWorks V11 offers improved system performance, a visually appealing UI, fewer clicks, intuitive workflows, extensive reporting, and many key system enhancements designed with usability in mind. V11 is the 2015 Edition, Complete EHR that is ONC-Certified for Stage 3, Meaningful Use.
	How many customers/entities do you have using this product?	135,000+ physicians and nurses, 850,000+ healthcare professionals, using our solutions across 80,000+ facilities in all 50 states	800+ health centers, 65% of the Health Center market in the United States, have selected eClinicalWorks as the electronic medical record and practice management solution of choice to deliver high quality, affordable, evidence-based care to their medically underserved patient populations.
	List any California government sector	eClinicalWorks has provided referenceable accounts. Per our clients	Bear River Health Department – 19 Providers – DOH - Logan, UT

	Public Health customers using this product.	request, we do not include contact information in RFI responses. An eClinicalWorks representative will be named further along in this process to facilitate a conversation/or site visit with reference customers	Petaluma Health Center – 79 Providers - CHC - Petaluma CA Chapa De Indian Health Program, Inc. - 55 Providers – CHC - Auburn CA
	List any customers in the Humboldt County region using this product.	eClinicalWorks does not break down its clients by region.	
	Did your organization write the software or acquire it from a third party/merger?	All eClinicalWorks products were developed by eClinicalWorks.	
Training			
	Do you offer formal user training?	Yes.	eClinicalWorks provides on-site training to every system user as part of the standard implementation process.
	Do you provide ongoing training support?	Yes.	eClinicalWorks offers many webinars that can be utilized for ongoing training at no charge. Additional training can also be purchased and conducted remotely on the telephone. A variety of training classes are available at the corporate offices; Massachusetts, New York, California, Georgia, and Chicago. eClinicalWorks also offers customers "eCW University" designed to jump start the learning process for new and existing users (no cost). A series of videos introducing the eClinicalWorks EHR/PM solution to all users including front office, billers, administrators, nursing staff, and providers, organized by roles and days. This program does not preempt eCW's onsite training but will provide them with the opportunity to work hands-on with the program and experiment with fictitious scenarios. Your staff will become familiarized with the system and be prepared to utilize the on-site time with our software specialists.
	What types of training do you offer (distance Learning, live, pre-recorded, on-site)? What are their durations?	The client will be provided with training guides, workflow documentation, and workbooks developed by the on-site BA. Additional user guides are located at the Customer Support Portal and can be downloaded and printed on demand. Hundreds of on-line training tutorials available for various eCW products; user manuals include comprehensive documentation on all its products including: EMR, Front Office, Billing, System Administration, Release Notes, eClinicalWorks Patient Portal, eClinicalMessenger, eClinicalMobile, and Security Attributes and Logs. The Informed Prescribing Users Guide covers all facets of e-prescribing. The Devices Guide and a list of devices that interface with eCW, etc.	• Webinars are remote sessions via telephone and link to the trainer's desktop, typically lasting 2-hours with a live trainer. These are interactive sessions and participants can ask questions during any part of the presentation. Similarly, advanced functions and new features are taught at webinars at various times to accommodate a wide variety of schedules and time zones. • eCW University is at the discretion of the client and accessed via the Support Site. • Remote site training is offered at the eCW Regional Offices as stated above. • On-site Training is comprised of a combination of classroom instruction and hands-on product training. Duration is usually 5 days.
	What level of training do you recommend for	eClinicalWorks provides on-site training for every user; front office personnel, healthcare providers, clinical staff, and billing staff, all receive comprehensive	Super users can be trained by eClinicalWorks in the optional Training Class – eCW 101, less intensive than Train-the-Trainer, this training prepares designated users with more in-depth knowledge of the product

	users? For administrator?	training relevant to their job function and practice workflows.	and is provided at eCW headquarters in Westborough, MA and at several regional office locations. All system users receive hands-on, on-site training by an eCW Trainer. eCW's Train-the-Trainer certification training program is targeted towards clients who require an individual or individuals to have a level of expertise that allows them to train the rest of the practice. As the purpose of Train-the- Trainer is to teach your selected staff member(s) to train your practice staff, trainees will have the knowledge, ability, and confidence to educate on eClinicalWorks software.
	Describe any training materials offered.	The client will be provided with training guides, workflow documentation, and workbooks developed by the on-site BA. Additional user guides are located at the Customer Support Portal and can be downloaded and printed on demand. Hundreds of on-line training tutorials available for various eCW products; user manuals include comprehensive documentation on all its products including: EMR, Front Office, Billing, System Administration, Release Notes, eClinicalWorks Patient Portal, eClinicalMessenger, eClinicalMobile, and Security Attributes and Logs. The Informed Prescribing Users Guide covers all facets of e-prescribing. The Devices Guide and a list of devices that interface with eCW, etc.	
	Is there a user manual? Is it continuously updated and maintained?	Yes.	Documentation is updated as needed to ensure that customers have the documentation needed to efficiently use the system. Release Notes are provided for each major version upgrade concurrent with the version release. New product manuals are provided concurrent with the product launch and are updated as the product evolves with new and enhanced functionality. All user manuals are available at the Customer Service Portal at my.eclincialworks.com.
	What is your anticipated learning curve for daily users to become competent?	eClinicalWorks recommends a reduced patient load and longer appointment times (approx. 15 min. per encounter extra) for the first several weeks after Go Live to accommodate the learning curve of users.	However, eCW does recommend webinars prior to the start of training; also, eCW University is available.
	Do you give training support with substantial product updates?	Yes.	These are always available via webinars; clients can request onsite training if desired (fee-based).
Customer Service			
	What methods are available for technical customer services and user assistance?	Customers can call but are encouraged to log support requests on the Customer Support Portal at https://my.eclinicalworks.com.	Opening a ticket within the support portal allows for the tracking of client cases and are tracked and routed to the appropriate team in eCW.

	What are the hours these methods are available (in PST)?	• Support is available between the hours of 7AM – 7PM EST; Live chat is also available from 8:30AM to 8:30PM Eastern time (6:30 pm PST) Monday through Thursday and 8:30AM to 1PM Eastern Time on Friday. • eClinicalWorks offers 24 x 7 support at no additional cost from offices in Mumbai, India.	
	Is your customer service based in the continental US? If not, where?	Yes, customer support is available from the eCW Headquarters located in Westborough, MA	eClinicalWorks offers 24 x 7 support at no additional cost from offices in Mumbai, India.
	Will we have a dedicated representative that we can contact after implementation if any issues arise?	As the time of Go Live approaches, a Strategic Account Manager (SAM) is assigned to be the contact for the remainder of the relationship.	
Interfaces			
	Does your solution integrate with …	eClinicalWorks Interoperability solutions provide an integrated and seamless 360-degree view of a patient's history. eClinicalWorks is a certified HISP and supports DIRECT messaging protocols for the secure exchange of messages and clinical data between trusted providers. eClinicalWorks participation in the CareQuality Framework and CommonWell Health Alliance support nationwide interoperability to support and connect with other participating organizations to provide a secure exchange of information. Data collected becomes available within eClinicalWorks EMR and is visible in the Patient Hub's Interactive Clinical Wizard (ICW) or right chart panel.	Please refer to **Exhibit B – Interoperability Solutions** for more information.
	1) California Automated Immunization Registry (CAIR)?	Yes.	No cost.
	2) Quest Diagnostics? (to send lab orders)	Yes.	Providers can print or fax orders, or electronically place orders and receive results via HL7 interfaces (uni-directional or bi-directional) to national reference labs such as Quest Diagnostics and LabCorp, hospital labs, and in-house labs. eCW has hundreds of interfaces in place with reference labs and hospital labs throughout the country and develops new interfaces upon customer request. Interface costs will apply.
	3) ApolloLIMS? (Public Health laboratory software)	Yes.	Interface costs will apply.
	4) North Coast Health Improvement and Information Network (NCHIIN). Humboldt's local	Yes.	Interface costs will apply.

	Health Information Exchange.		
	If you do not currently interface with these, are you able to make an interface?	N/A	eClinicalWorks has interface connections with the above.
	Are the interfaces in your solution currently bi-directional? If so, which ones?	Yes.	A bi-directional interface is built between the EMR and lab/rad company; orders are sent directly to the lab/rad company. Additional costs associated for each interface.
	Are there any costs (initial or ongoing) associated with these interfaces?	Yes, refer to the Notes and the *Exhibit B – Interoperability Solutions.*	
Capabilities			
	Can the solution accommodate part-time providers and is that reflected in the cost?	Yes. Licenses are tied to the number of providers, not number of CPU's or users. "Full Time Provider" means any provider that works more than 2 days a week is equal to 1.0 Full Time Equivalent Provider (FTE). "Part Time Provider" means any provider that works 2 days or less per week is equal to 0.5 Full Time Equivalent Providers (FTE).	Providers are defined as those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, Nurses that provide patient care, and Podiatrists employed by or under contract with Customer to provide services within the medical field.
	Does the solution have…		
	1) Appointment/patient scheduling? With automated reminders (email, text, phone)?	Yes.	From the resource schedule window users can manage the practice or enterprise schedule from a single location with minimal clicks; it presents a complete work area to schedule tasks, set up appointments for patients, verify insurance coverage and manage office personnel schedules. Front office users can create, modify or cancel appointments, manage patient demographics, and identify chronic no-shows fast. Users can search for patients by name, DOB, MR#, etc. Practices can define recurring schedules and block hours for large, multi-location practices. A provider's schedule can be copied and applied to other providers. The system also has the ability to allow open booking and same day restricted appointments. Scheduling features allow staff to manage exceptions and select a 1-day, 5-day, or 7-day calendar view. eClinicalWorks can generate reminders in the form of letters as well as generate patient reminders via the secure Patient Portal, Messenger (voice message, text message, e-mail, app notification, or message to the Patient Portal) , and the healow app can all be used to communicate to patients for appointment reminders, and more. This functionality is integrated within the EMR. Messenger campaigns can be configured by the practice and sent to patients who qualify based on pre-determined parameters, for example, patients over the age of 65 who have not had a flu shot in the past year qualify for a Flu Shot Clinic reminder.
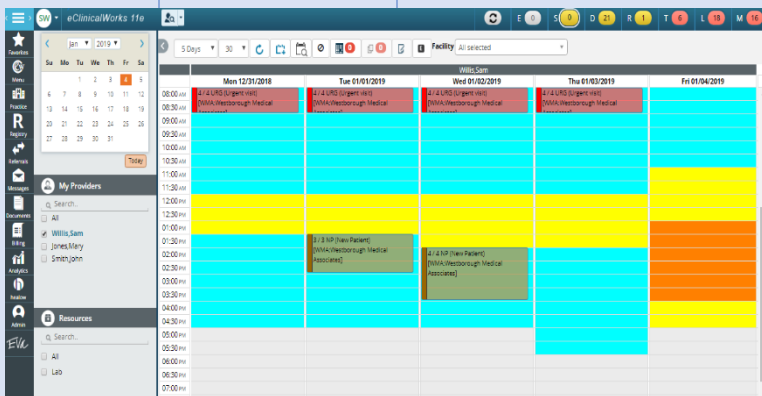
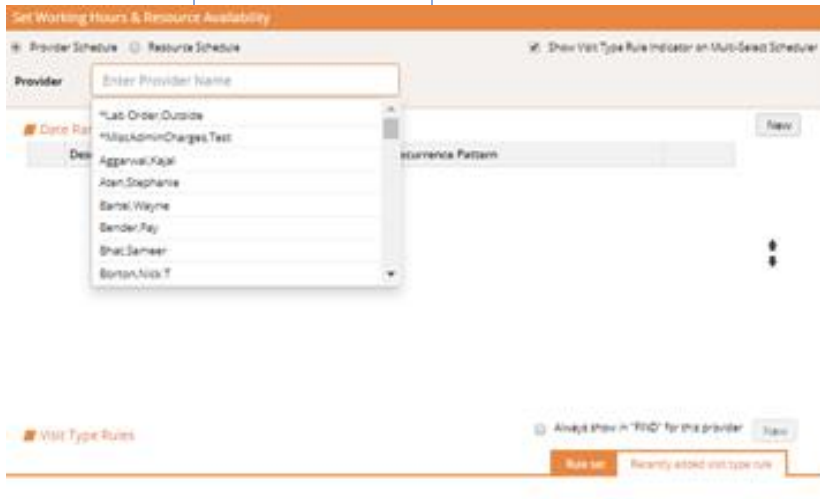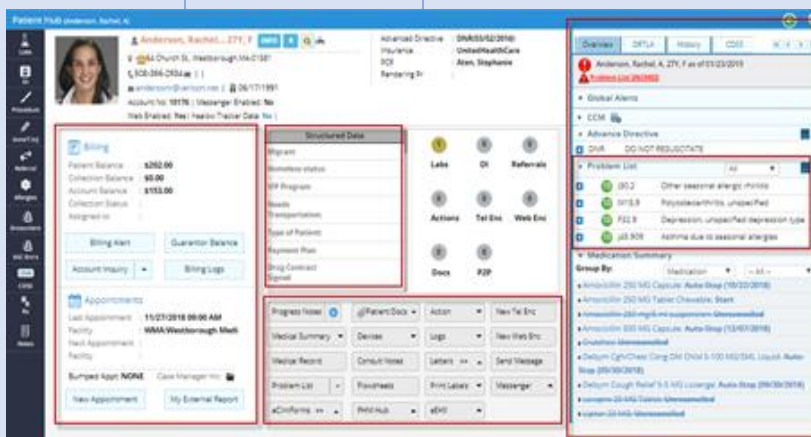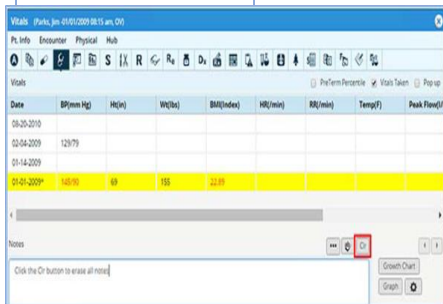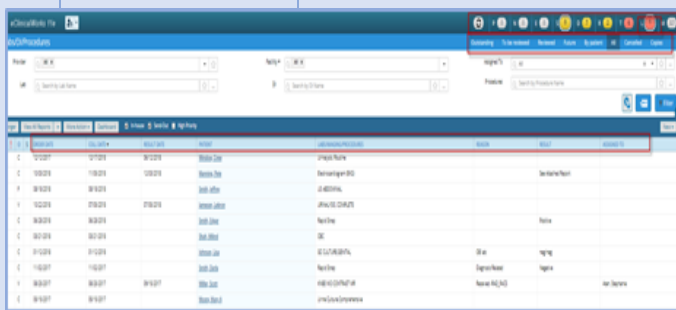|		
2) Provider scheduling?	Yes.	The Resource Schedule reveals a provider's schedule. A user can view a given provider's schedule on a daily basis or blocked for multiple days while they search for an open appointment for a patient. Schedules for each provider/staff in the practice can be set to reflect the hours, schedule rules, exceptions and blocked hours. • Schedule regular working hours for the provider/staff • Setup recurring schedules to repeat on a regular basis • Setup Visit Type rules that determine a provider/staff's preference to see patients for certain visit types during certain time slots • Use exceptions to block certain hours based on visit type rules or when provide/staff is not available (vacation, conference, emergency) A list of the providers available at the selected location will displays in the left pane, and a user can check the box(es) next to the provider(s) to display for this user on the Resource Schedule. The schedule provides a view of multiple providers and resources on the same screen. Available appointments can be selected for a specified provider or clinic's schedule by searching any number of ways such as: particular date, next available appointment, time of day. The system will select the next time available, by type of visit (categories established by the user), by provider panel and many more.
3) Patient records and charts?	Yes.	eClinicalWorks unified solution generates a comprehensive longitudinal record for every patient, with ease of navigation to all relevant areas of the chart, including progress notes, orders and results, vital signs, problem list, medication list, patient history, documents and more. The application can be easily customized at the practice and user level and its flexibility supports multiple workflows. eClinicalWorks' Patient Hub and Interactive Chart Wizard provide a comprehensive snapshot of the patient in one convenient location. The Patient Hub dashboard provides access to all major components of the patient's medical record and is the central point of access with navigation tools, patient information and a toolbar that links to common areas of the application. Ability to view recent encounters, the Problem List and who treated, current medications, family, social, and medical history, labs/imaging, referrals, and clinical alerts – all in one place.

	4) Patient visit notes?	Yes.	The eCW Progress Note follows the SOAP note format and launches clinical encounters documented within the progress note that open from a hyperlink heading and provides access to the next section for entering data. There are several other note types that capture patient information included in the visit: • In-place note editing, providers no longer need to click through multiple screens to add text to a Progress Note; it can all be completed within the original SOAP note screen. • Sticky Notes at the top of the Patient Hub and Progress Note can be used for patient-specific notes. • Consult Notes feature is easily accessed from the fax menu on the Progress Notes and allows the practice to preview a print-friendly version. There is also an option to include an introductory letter along with the Progress Notes • There are several areas of the SOAP Note where free text notes can be added in a text box; these notes will be visible to the provider when they access the note and review each section.
	5) Ability to add diagnoses and labs? 	Yes.	• eClinicalWorks EMR and Practice Management areas of the solution share a single database, the diagnosis and treatments (ICD and CPT codes) entered by the provider in the progress note flow seamlessly from the clinical note to the Practice Management area of the system, forming the basis of the claim. • Orders for labs, imaging and procedures are placed within eCW and tracked using the "L" jellybean, which provides a dashboard for all phases of the order process. This dashboard can be ordered for lookup in various ways and has many filters to facilitate the search process and gives providers a view of their pending tasks in those categories.
	6) Spell Check?	Yes.	The areas where the Medical Spell check is available is in the various free text boxes in the SOAP Note.
	7) Ability to view past visits from the current visit?	Yes.	The system solution provides for a flexible and user modifiable search mechanism. Past Patients' information can be easily retrieved within Progress Note through carets and Interactive Clinical Wizard/ Right Chart Panel. Encounter Dropdown allows user to toggle between the past encounters of the patients.
	8) Vitals? 	Yes.	Vital categories are configurable by the practice and are available for plotting from within the Vitals area of the application. The practice can set reference ranges and if a vital sign is entered that is not within the acceptable range, the user will receive an error message. For values that are in out-of-normal ranges, the value is recorded in red font. eClinicalWorks supports interfaces to biomedical devices that send clinical data directly to pre-configured fields in the EMR. Many device integrations are already in place with manufacturers of common vitals gathering devices, cardiology devices,

spirometers, etc. Custom device integrations are developed upon request.

Also, patient-facing healow apps allow patients to enter health data or link their wearables and home monitoring devices and apps. Integration with wearable devices such as Fitbit and Jawbone, and many more, track patient wellness activities. Once a patient links their device, providers will have the ability to check on patients' vital parameters from the healow hub

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Patient: Anderson, Adrian, 49 Y, F   INFO   HUB   ASK EVA
2391 Aster Pl, Chandler, AZ85248
03/29/1970   602-770-4431   602-770-4431
aanderson@gmail.com
Allergies   Billing Alerts

Medical Summary | CDSS | Labs | DI | Procedures | Growth Chart | Imm | T.Inj | Encounters | Patient Docs | Flowsheets | Notes | Patient External Documents

Progress Note   Scribe   Orders   Quick Order

Patient: Anderson, Adrian   DOB: 03/29/1970   Age: 49 Y   Sex: Female
Phone: 602-770-4431   Primary Insurance: Blue Cross Blue Shield GA   Payer ID: SB700
Address: 2391 Aster Pl, Chandler, AZ-85248
Lab Req No: 10216,71527   Account Number: 10216   Case Label: Date Of Injury:
Provider: Craig Hughes TEST Encounter Date: 05/03/2019 Appointment Facility: Westborough Medical Clinic

Subjective:
Chief Complaint(s):
Lower Back Pain, Hypertension, Diabetes.
HPI:
Lumbar
49 year old female presents with c/o Low back pain new onset,bilateral,dull ache,aggravated with movement,Onset: gradual,Severity: mild to mo
Denies : Direct trauma. Denies : Fall. Denies : Tingling/numbness. Denies : Previous injury. Denies : Previous surgery.
Current Medication:
Taking
- Immitrex 100 mcg/spray nasal spray one spray nasally at onset of headache
- Fish oil 1000 mg capsule 2 oral daily
- Lipitor 20 mg Tablet 1 tablet Orally with dinner Once a day
- Lantus 100 UNIT/ML Solution Subcutaneous
- Daily Vitamin - Tablet 1 tablet Orally Once a day
- Medication List reviewed and reconciled with the patient
Medical History:
polycystic kidneys, hypertension, Type 1 diabetes mellitus with hypoglycemia and without coma, CKD (chronic kidney disease), CKD (chronic kidney disease).
Travel Plan:
Allergies/Intolerance:
N.K.D.A.
Surgical History:

| | 9) Allergies? | Yes. | There are multiple locations where information relative to allergy. The Medi-Span® Drug Reference Database is integrated within eClinicalWorks to provide this functionality. |

Allergies   Logs   Show: All

Structured/Non Structured	Agent/Substance	Reaction	Type	Status	Criticality	Onset Date
Structured	Amoxicillin	anaphylaxis	Allergy	Active		
Non Structured	bee sting	anaphylaxis	Allergy	Active		

Allergy data is entered in the Patient Past Medical History portion of the application (can also be seen in the ICW). Drug allergies as well as non-drug allergies, such as food (peanuts, shellfish, etc.), latex, or IV or CT dyes can be selected from a drop-down menu of choices. Additional items can be added to the list as needed. The Treatments window contains an Allergies button and an Interactions button. The Allergies button displays in red for patients with allergies specified on the Allergies window. Clinical Alerts are also shown in the ICW.

Allergies are documented in the patient HUB as well as in the Progress Note. eCW has a real-time allergy / interaction checking capability as well. eCW's Allergy module was designed by Allergists without the need for third-party software; many allergy templates and order sets are available for the diagnosis and treatment.

The allergy module contains configurable worksheets for the antigen tests needed by providers to document wheal/flare or impression and is fully integrated into the clinical workflow. Once the skin tests are complete, providers can write the formulations (patient-specific or standard mixes) for the vials to be prepared.

| | 10) Patient Portal? With ability for patient to make payments and receive/send secure communication? | Yes. | eClinicalWorks provides its customers with a state-of-the-art Patient Portal that is included at no additional cost to the client and links seamlessly with the EHR solution.

Patients have the ability to view their Personal Health Record, receive reminders and notifications, request or |

			schedule appointments, request medication refills, labs, imaging, procedures, and referrals, obtain a copy of their PHR, receive visit summaries, educational material, and update demographic data, complete practice forms, provide historical information, view statements, and pay bills online (assuming an ePayment partner is in place – optional, added cost). eCW is PCI compliant. The Patient Portal also provides pediatric support and adolescent proxy access for parents to keep track of their child's developmental milestones.
	11) Ability to research medications in the program?	Yes.	The system supports multiple drug formularies and prescribing guidelines. eClinicalWorks supports Medi-Span® for comprehensive prescribing and medication management features. Functionality includes: • Print, fax, or send e-Prescriptions (via Surescripts®). • Drug allergy and interaction checks are performed by the Medi-Span drug reference database at the point of prescribing. • Formulary information is pre-entered in the database by the drug database manufacturer (Medi-Span). Accessing the formulary is via a keyword search for either the brand name or the generic name of the medication. A list of available matches is presented to the physician and he/she can choose the desired medication from the list. • Patient-specific formulary checking includes alternative therapies that are less costly (generic equivalents) and lets the patient and provider know the AWP and whether the medication is covered under the patient's insurance plan. • When a medication has been added to the medication list (ordered) there is a small letter "i" that will launch a drug monograph. Optional other choices for decision support assistance (added cost): UpToDate and DynaMed
	12) All pertinent ICD-10 codes built-in?	Yes, ICD-10 codes are updated annually and are included with the signed contract populated during the implementation phase.	ICD codes are updated yearly and provided to an eClinicalWorks Private Cloud client by eCW staff; costs are included in the yearly support & maintenance contract. eCW provides a free GEMs-based ICD-9-CM to ICD-10-CM conversion tool. eCW also offers IMO® (Smart Search) as an optional (fee-based) ICD-10 crosswalk to help providers search easily for ICD-10-CM codes while documenting a Progress Note. This is an additional product that can be activated using On-Demand Activation.
	13) Who populates the CPT code table? Is there ability to create miscellaneous codes? If so, would you handle this for us or would we be responsible for creating them?	CPT codes are updated annually and are included with the signed contract populated during the implementation phase.	Subsequent upgrades are delivered to clients who host via the eClinicalWorks Private Cloud by eCW staff. The various ICD 10 and CPT codes can be given custom names with specific keywords for easier entry (e.g., Hypertension can be HTN, or otitis media can be earache. Practices can create and have multiple keyword names for the same code).

| 14) Immunization inventory management? What guidelines do you use for the immunization schedule? | Yes, eCW's Immunization Schedule has a tabular layout and provides recommendations on vaccinations based on the CDC schedule; the practice can establish their own immunization alerts. | Client vaccination & certification tracking, and notification capability is available within eClinicalWorks robust immunization and therapeutic injection module integrated within the system. This area of the application manages the administration of vaccinations, the inventory of vaccines in inventory, decrements the inventory as vaccines are administered, and maintains a complete history of vaccinations for the patient.

eClinicalWorks captures the history of received immunizations and provides a fully customizable immunization schedule; links immunization schedule to patient immunization status and automatically generates alerts, recalls, and prompts. Immunization alerts (compliance reminders) are easily configured according to the schedule established by the practice and will prompt the provider to administer immunizations on the schedule.

The Immunization Schedule is based on CDC guidelines. |

| 15) Support for 340B? If so, does the product determine 340B eligibility? | Yes. | In terms of integrating with 340B program requirements, eClinicalWorks supports Rx Formulary messaging through Surescripts to display patient-specific drug formulary information at the time of prescribing. The eCW solution supports reporting to a number of 340B programs.

eClinicalWorks has built some reports for the 340B pharmacy. A customer request can be submitted if required (fee-based). Additional 340B requirements will need discovery to determine how much eCW can do vs. the pharmacy system. |

Health Centers 340B Reporting

Pharmacies & Vendors | Improving Compliance

eClinicalWorks helps clients who are required to submit 340B data files to meet compliance requirements. Practices are able to enter data in eClinicalWorks to produce the patient eligibility and prescribing statistics specified by each vendor in order to satisfy 340B reporting requirements.

eClinicalWorks can help your health center by:

- Deploying up to three data files based on each vendor's or contracted pharmacy's technical specifications.
- Creating, deploying, and configuring eBO reports.
- Training the practice in how to run reports.
- Scheduling and delivering files in accordance with vendor/practice needs.
- Helping clients learn to access and manually download files for delivery to vendors.
- Assisting with report validation and testing.
- Providing assistance with exception reports as needed.

eClinicalWorks works with many 340B vendors, including PDMI, Equiscripts, Well Partners, Morris & Dickson, SUN Rx, American Healthcare, Rx Strategies, Macro Helix, Capture Rx, Hudson Headwaters, and Walgreens, and many others.

	16) TB testing tracking?	Yes.	TB programs associated with a PPD skin test use the immunization module inherent in the EHR. This provides for additional fields, such as read by, read date, induration and impression to be enabled and captured within the details window.

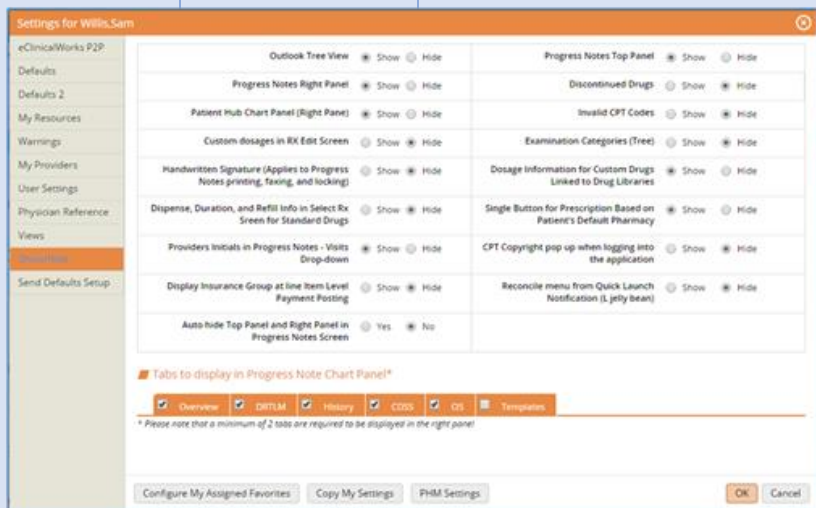|			
	17) Customizable screens with ability to have multiple patients open at once?	Yes.	_Customizable:_ eClinicalWorks is highly configurable at the department, practice, and provider level. There are many choices in the way the system is configured and options that can be selected to meet the client's needs. In the ambulatory EHR, customization within the Progress Note is a feature that allows Providers to tailor eClinicalWorks in the clinical sense to most suit their individual needs and preferences. Note that most of the screens are hard-coded, however, and cannot be modified by the users. • Changes and customizations can be made for most of the Progress Note sections such as the Chief Complaint, HPI, ROS, Examination, Physical Examination, Procedure, and Vitals. In addition, "favorites," encounter type templates, order sets, and letter templates can be customized by a provider or practice/department to help streamline and standardize workflows. • eClinicalWorks offers the flexibility of a standard workflow, with areas of individual customization. Predesigned SOAP note format and standardized templates aid physicians in documenting in a standard format. These templates make clinical documentation easily repeatable, consistent across patients and providers etc., and supports normalized reporting. • In addition, eClinicalWorks has data entry shortcuts in the form of hot keys, default fields, drop-down lists, templates that can be configured to "chart-by-exception" with the default set to "normal," specialty forms, smart forms that auto-populate the chart when completed, and other customizable features. • Provider views can be customized using File Menu / My Settings. All tabs shown below allow the user flexibility in customizing the features and look of the user interface. _View multiple patients:_ A user can easily toggle between patients or can have multiple instances of eClinicalWorks open simultaneously, allowing the user to have multiple patient charts open at the same time. A demonstration of our product is the best way to view all the functionality and features offered.
	18) Patient invoicing/receipts? Ability to receive payments and provide accounts receivable reports?	Yes.	Patient claims are billed out as statements and the patient can pay the balance directly to the practice for services rendered. The system interfaces the A/R function with the Registration and Scheduling function modules so that comments and an account status indicator/code associated with the patient account are displayed; all changes to patient registration information are immediately reflected in the A/R data.

			Reports: eCW has identified the most frequently used reports and created an easy-to-use interface for practices to generate, save, and print report output in various formats. Reports include but are not all inclusive of the following (due to the size and the ability to create several views for each report): Aging Reports: • Days in A/R - Displays the current A/R divided by the average daily charges (user-defined). • Days in A/R Trending - Displays the days spent in A/R on a monthly basis in graphical form. The table displays Ending A/R, Days A/R, Average Daily Charges, Days and Billed Charge by Month. • Monthly Scorecard - A monthly dashboard displaying the current month's Financial Transactions, Number of Claims in A/R, Unbilled Visits, Charge Lag, Claim Submission Lag, Top CPT, Top ICD, and Payer Mix as well as the current Accounts Receivable and Days in A/R.
	19) The ability to calculate sliding scales for patient payments?	Yes.	eClinicalWorks has robust data capture for patient demographics relating to poverty guidelines and sliding fee setup Sliding Fee Schedules allow practices to slide by a percentage of the charge; a flat dollar amount; by CPT, which will adjust the claim based on the allowed amount in the fee schedules; or by CPT Group.
	20) Direct MediCal (Medicaid) and Partnership (managed care plan) billing (835/837)?	Yes, via an interface to a clearinghouse	The system has the capability to transmit claims electronically to all major carriers including, but not limited to, Medicaid and Medicare/ Medi-Cal carriers via claims clearinghouse. eCW has several clearinghouse partners from which to choose: Change Healthcare, ClaimRemedi, TriZetto, and Waystar. Also – Jopari for worker's compensation claims and NEA for dental claims. eClinicalWorks can import the payment files (835) and automatically post the payments in the file to the corresponding claims (837P).
	21) Direct private insurance billing?	Yes, via an interface to a clearinghouse.	In eClinicalWorks a claim is a bill sent to an insurance company or to a patient requesting payment for services rendered by a provider or a hospital. Claims to be submitted to insurance are usually batched and sent to a clearinghouse, where they are processed and forwarded to the specified insurance company. Payment is then sent to the practice by that insurance company. Patient claims are billed out as statements, and the patient pays the balance directly to the practice for services rendered.
	22) The ability to invoice a third party? (example: a local business sends many employees to get TB testing and is paying for that testing)	Yes.	eClinicalWorks supports electronic claims using a claims clearinghouse. In this case the business entity would be set up as an insurance under the patient's demographics. A Payer invoice can be created and sent out to that business entity.
	23) The ability to work with third party credit card vendors? Humboldt county is under contract with	Yes.	eClinicalWorks supports three ePayment partners: Open Edge®, TSYS® (formerly TransFirst), and Worldpay (formerly Vantiv). (optional, added cost)

	a credit card vendor (Official Payments).		
	24) Robust reporting options including: financial reporting; patient/population reporting; canned reports; and customizable reports?	Yes.	eBO, eClinicalWorks reporting option, is managed by IBM® Cognos® Business Intelligence software and allows users to create refined queries to extract information from the unified EHR/PM SQL database. eClinicalWorks offers several standard and optional reporting solutions that allow authorized users to access all the stored information and create standard, ad hoc, and customized reports, graphical representations, and information dashboards. • Ad-hoc reports can be generated in the Registry, in the System reports area, and using the eBO report package of 200+ canned reports. • Registry Reports have extensive "drill-down" capability that enables users to create ad hoc reports using metadata directly from eClinicalWorks. • Population Analytics reporting provides a deep and detailed understanding of the complex, multi-dimensional healthcare environment. Patient, practice, and payer data is easily transformed to actionable information that gives providers and communities the ability to make informed decisions that ultimately drive improved patient outcomes at reduced cost. (optional, additional cost) • Please refer to the Executive Summary for a list of specific reports that are available for a Dept. of Health/FQHC/CHC and government reporting.
	25) Custom report creation? Can DHHS-PH create the reports? If not, what is the cost and methodology for creating custom reports?	Yes.	As stated above, custom report writing is easy. Each flexible level of reporting provides an unlimited use of the information your practice collects every day and affords you the opportunity to creatively analyze to improve your practice operations and patient care. Standard reporting i.e., eBO viewer and Registry are included with the core system. Advanced eBO and Population Health Analytics are optional and fee based. eClinicalWorks Business Optimizer (eBO) Query Studio is an optional Web-based reporting tool that enables users to create ad hoc reports using metadata directly from eClinicalWorks. Easy to learn, Query Studio is used by those who are beginners to report writing and for those who do not have a technical background. Creating reports in the Advanced eBO Report Studio (fee-based) should be performed by someone with software technical expertise. The Report Studio provides the opportunity to create highly complex and professional reports. eClinicalWorks offers training for advanced eBO report authoring, enabling clients to maximize the effectiveness of these tools.
	26) Ability to bill for environmental services performed in our lab (oyster testing, blood lead testing – outside of clinical services)?	Yes.	Blood Lead Testing – the practice can use an existing CPT code; if a code does not exist, a generic CPT code can be created with a description for running a non-specific lab that can be used to bill a payor. They can list the same non-specific code multiple times in the CPT library, and give each instance a different name (i.e., J9999 or 99999 and name one well water testing,

oyster, etc.) and treat it like a code that needs a more specific description.

If the practice is not submitting those codes to insurance for payment, they can use any five-alphanumeric code they want (as long as it is not an established CPT code). If it is going to be submitted to insurance, then the practice will need to be sure it is a code that the carrier will recognize and pay (if covered).

| | 27) A physical therapy or occupational therapy module for the Medical Therapy Unit (MTU)? The MTU works with children. Is your program able to handle that? | Yes, however, we will need further information on the County's workflow for such services. | eClinicalWorks contains templates for 50 specialties that are easily customizable by the practice and includes templates for Occupational Health and Physical Therapy.

Occupational within eCW provides four pillars/verticals for Employer Health:
1) Occupational Health EMR Functionalities can accurately track patient employment history, capture employer preferences such as invoice configuration and contractual services, provide a Progress Note checklist to confirm all services are completed during the visit and generate federal and state certificates.
2) Employer Health Portal with interactive dashboards allow employers to assess employee compliance, access employee certificates, forms and invoices, and track DOT physicals, BAT and other compliance measures
3) Health Surveillance monitor and track health checks required by law, provide data to help employers evaluate health risks, and capture workplace wellbeing checks based on job role
4) Occupational Health Billing allows the practice to customize invoice creation by employer, produce professional invoices easily, track paid and outstanding invoices, and provide split claims to a third-party.

Physical Therapy: eClinicalWorks provides the ability to document physical therapy assessments and capture patient limitations, goals, and the ability to document the most common procedures. An exercise plan has been added to the progress note and charges from the exercise sheet will auto populate the billing. Enhancements include:
• Automated calculation of assigned timed CPT codes based on intent for each intervention
• Improved compliance and justification for charges
• Different billing rules based on payers
• Integrated exercise sheet into the progress note with auto population of charges into billing |

Therapeutic Interventions Example:

Therapeutic Interventions:
Neuromuscular Re-education
    lower extremity : SLB on foam hold 30 sec x 4; Tandem stance on 1/2 foam roll 60 sec x 2 each way; tilat stance on rockerboard each way x 2 min each way in // bars;.
LE EXERCISES:
    Knee : recumbent bike L3 x 8 min; leg press bilat 60# 10x3, L LE 30# x20; 4" step ups fwd 10x2; side stepping red Tband x 25ft x 2 laps; knee flex/ext in sitting 5# L LE 10x3; fwd lunges L LE fwd 10x3; partial standing squats x10; PROM into knee flex in sitting x 5 min;.

Procedure Codes Example:

CPT	Name	Units	M1	M2	M3	M4	ICD1	ICD2	ICD3	ICD4	Notes
97110	THERAPEUTIC EXER	2									35
97112	NEUROMUSCULAR R	1									10
TOTT>	TOTAL TREATMENT	1.00									45

| | 28) The ability to make customizable forms? If so, is there an additional cost, initial or ongoing? | Yes. | Customers can create their own forms and add/save them to eCliniforms, a repository for documents. There would be a cost for eCW to create a form if required; the cost would be based on the level of difficulty and time to create. Please note that eCW has several forms included in the system such as smart forms, specialty forms, bubble sheets, etc. that may meet your requirements. |

	29) The option to create bulk mailing letters?	Yes.	Custom letters can be created and sent to a selected group of patients.
	30) Support for secure email or SMS client communication?	Yes.	eClinicalWorks Patient Engagement Tools such as Messenger and the healow mobile app can be used to send text messages to a patient. The Patient Portal allows patients to communicate securely with their physician over the Internet.
	Please provide the product roadmap and product lifecycle for the solution. Are you under continuous development?	eClinicalWorks supports two prior versions of its EMR/PM solution application software. eClinicalWorks provides continuous improvements with its products and services. The list at right is just a small sample that we can share at this time as we continue to advance our EHR/PM, Population Health, Engagement Tools and associated integrated products.	Staying true to our industry-leading core Electronic Medical Record and Practice Management solutions, we continuously review, test and adapt features and functionality to the shifting demands in the healthcare market. Our roadmap for today and beyond goes so much further as we look toward new technology and work to incorporate this into our vision of providing new value through solutions that improve healthcare today, tomorrow and into the future: • The introduction of eClinicalWorks Acute Care EHR, a cloud-centric platform that will enable organizations seeking to connect care within in-patient, out-patient and allied health settings. • Opioid Physician Support – eClinicalWorks' announcement of the Opioid Risk Tool; a smart form that can be used to address a patient's risk for opioid abuse and improve a physician's adherence to treatment protocols. • Hello2healow – connecting a provider to a patient via a telephone call or a telehealth virtual visit with a single click. • A health information search engine will establish a longitudinal view to provide physicians with the critical information needed to make informed health decisions. Prizma is integrated directly with the eClinicalWorks EHR, will coordinate information from interoperability networks such as CommonWell, Carequality as well as payers such as CMS' Blue Button® 2.0 API. • Blue Button 2.0 API – eClinicalWorks is one of the first Electronic Health Record (EHR) companies to be approved to integrate with the Centers for Medicare & Medicaid Services (CMS) Blue Button® 2.0 API. The Blue Button 2.0 API contains four years of Medicare Part A, B and D data for 53 million Medicare beneficiaries. eClinicalWorks will support the Consumer-Directed Exchange, covering numerous functions to improve patient access to health data and assist in informed health decisions. • Recent Patients List (rounding list) – a feature for eClinicalTouch allows users to quickly view past encounters. A user can select an encounter to make a visit (round) for today and with a quick tap automatically create an appointment based on prior appointment details. The user will update the reason if they choose and when done select create and open a "new" progress note for that day's documentation. The user can elect to document a full visit or even specific items on the Progress Note. Lastly a quick notes feature is compatible with Rounding List appointments. • Partnership with CareUK – The U.K.'s largest private provider of health and social care services will use

			eClinicalWorks healow™ mobile app integrating CareUKs' WellWatch™ personal health data. The smart watch will provide direct access to patient-recorded data using a set of algorithms, in the cloud, and generate an alert in real-time for patients who may experience a medical emergency, such as a fall or an elevated heart rate. The CareUK support team will use eClinicalWorks as the core workflow system to provide a monitoring dashboard for WellWatch users to deliver personalized support and to intervene prior to a medical crisis event.
Security			
	Is the solution Federally HIPAA and California Compliant?	Yes.	• eClinicalWorks V11 is a 2015 Edition ONC-certified Health IT Product. Meaningful Use Stage 3 functionality is available in V11, eCW is pre-certified vendor for the National Committee for Quality Assurance (NCQA) Patient-Centered Medical Home accreditation. eCW is ONC-certified for Stages 1 - 3 of CMS's Meaningful Use, current with the Medicare Access and CHIP Reauthorization Act of 2015 (MACRA) and have incorporated the merit-based Incentive Payment System (MIPS) functionality. Payment System (MIPS) functionality for calculating the quality measures needed to report for MIPS (MU, PQRS, PCMH). HEDIS® measures, ACO measures, Bridges to Excellence, etc. can also be captured and reported on using the Population Health Analytics package. • Office of Statewide Health Planning & Development (OSHPD) – For California health centers, eClinicalWorks supports OSHPD reporting requirements.
	Are you willing to sign a Business Associate Agreement?	Yes.	
	Are the data centers utilized by the solution located in the continental US? If not, where are they located?	Yes.	eClinicalWorks nine data centers are U.S. based.
	Will Humboldt's data be contained solely within the continental US?	Yes.	
	Does the solution have role-based security?	Yes.	eCW provides the most stringent privacy and security settings in support of HIPAA requirements for maintaining the confidentiality of protected health information. User, role, and facility-based access, support of strong passwords, many authentication settings that are configurable by the organization, and encryption of all data in transit are just some of the security features of the system.
	Does the solution have HIPAA compliant audit tracking logs that identify users based on if they have	Yes. Almost every transaction is logged in eClinicalWorks; however, not every keystroke is recorded. The contents of audit logs vary, based on the type of log and the area of the application being logged. The eClinicalWorks application	eClinicalWorks has a feature called Patient Security Access Control (PSAC) that can be enabled to provide additional security to the patient record and/or Progress Note. Using the PSAC setting, practices can configure diagnoses such as HIV, mental illness, depression, etc., to be accessible only to authorized

	looked at a record and/or modified a record? Does it have the ability to flag certain records as highly confidential and track access?	generates hundreds of audit logs from every area of the system. The system generates a human-readable audit record when auditable events occur, including but not limited to the following: (attempt/success/failure): user login/logout, chart created, viewed, updated, deleted, and System Security Administration, system start/stop, scheduling, query, order, node authentication failure, signature created/validated, PHI export/import. The system administrator has access to the entire system security settings and audit log records.	users, creating a confidential chart. eClinicalWorks can be configured to allow access to a patient's record only to authorized providers, to allow access to all portions of the record except the Progress Note, and to restrict access to patient records based on a pre-determined set of restricted ICD codes. Patient can also be categorized as "Employee," "Private Patient," etc., with associated restricted access.
	Have you ever experienced a security breach?	No.	
Data Transfer			
	Can you migrate data from the current EMR (NetSmart-Insight)? If so, what is the estimated cost?	Yes. As long as we have access to the data, we will migrate it. The cost outlined in the proposal is a one-time fee of $15,000.	eClinicalWorks will develop a data migration plan specifically for the County that will discuss the connectivity required to extract data, etc. Migration costs are specified within *Exhibit A – Preliminary Pricing & Contracts.*
	Have you had previous success in transferring from Netsmart Insight to your product?	Yes.	
	What data would be transferred? What data would NOT be transferred?	Practice Management (PM) data: Patient Demographics · Patient Guarantors/Responsible Party · Patient Insurances Details · Patient Emergency Contacts · Patient Appointments · Visit Types · Visit Duration · Pharmacy List · Master Data Dictionary data · Patient Employers. Electronic Medical Records (EMR) Data: Allergies · Problem List · Procedure Codes · Procedures · Immunizations · Medication/Rx · Diagnostic Imaging · Treatments · Vitals · Family History · Social History · Surgical History · Past Medical History · OB History · GYN History · Provider Signature · Diagnosis Alerts · Diagnostic Imaging Alerts · Labs · RX Alerts · Global Alerts · Actions · ROS · Examination · HPI · Recalls · Referrals · Sticky Notes · General Notes · Patient Pictures · Scan Documents · Scan Images · Telephone Encounter · Patient Medical Summary · Locked Progress Notes & Patient Visit Notes (as Read Only Document - non-Discrete data).	eClinicalWorks does not migrate financial data. However, the balance owed by the patient to the practice can be brought forward automatically and placed in the 'Notes' section in the Patient Demographics screen.
Implementation			
	What is the timeline for implementation	Typically, eClinicalWorks implementation plan is between 12-16 weeks; however, the timeline will be	eClinicalWorks will warrant further discussion regarding the County's request for an implementation of 7/1/19.

	from the date of purchase?	based on the size and scope of the project that includes interface requirements to any State HIE's and other State systems, Lab/DI, medical devices, specific training requests, etc.	
	What are the main challenges you face implementing your product?	eClinicalWorks has been in the healthcare IT business for 20 years and has performed thousands of EMR/PM implementations. Each implementation is unique and brings with it a unique set of challenges. Some of the challenges encountered include: 1. Unrealistic expectations 2. Resistance from providers 3. Training groups not based on role 4. Failure to address technological challenges for staff in advance of implementation 5. Insufficient resources/not clearly defined responsibilities 6. Lab Interfaces not tested thoroughly and little practice involvement in lab interface process: 7. Interface Vendor of 3rd Party product(s) fails to recognize the project as a priority during the implementation 8. Bottlenecks in the revised workflow 9. Computer/Network performance issues 10. Contingency plan not in place	
	Will there be on-site representatives during initial implementation? If so, is there an additional cost for this?	An implementation will be provided remotely. However, training will be conducted on-site and developed to meet the requirements of the practice.	Should the practice require an on-site eCW representative, it can be accommodated and at an additional cost. An Implementation Specialist can offer: • On-site staff augmentation for practice to assist with practice-side project deliverables during implementation phase(s) • Conduct practice-specific workflow analysis design and key decision-making including gap analysis • Play consultant role with the steering committee or project leads in making key decisions in defining new/updating current goals/workflows for usage of eCW efficiently in the practice environment
	Do we receive additional support during implementation?	An eClinicalWorks Project Manager will be assigned and be your main point of contact working in conjunction with the County's Project Manager and team. The Project Manager, Strategic Account Manager, trainers, and the entire eCW Project Team are available during all phases of the project to lend assistance, escalate and resolve questions or issues, and provide guidance based on knowledge gained from their experience with many implementations. As the date for Go-Live approaches, a Strategic Account Manager (SAM) will be assigned to the account for the remainder of the contract.	Tools in the form of Webinars, eCW University, Videos and documentation will be made available via the customer support site.

Estimated Cost			
	Estimate of scoped requirements? Users listed above. Please include pricing structure. (example: per provider, per user, concurrent user, etc.)	Costs for services are specified within Exhibit A – Preliminary Pricing & Contracts. Note that there are many optional products and services that can be chosen or declined by the County. These choices will impact the final, negotiated price. Licenses are tied to the number of providers, not number of CPU's or users. Refer to provider definition below on the right.	Please refer to *Exhibit A – Preliminary Pricing & Contracts.*
	Is there anything listed that would require an additional or third-party purchase to meet the requirements outlined in this RFI?	eCW offers many optional products, professional services, and third-party vendor partner solutions at an additional cost, with partners such as CodeCorrect, Dragon®, Patient Education, clearinghouse services, etc. These services are outlined in the contract and can be discussed with the Sales Coordinator. Professional services such as system optimization, workflow design, payment reform consulting, specialized training, custom report writing, etc., are available as well; pricing varies based on the nature of the service and the scope of work.	Note that clients who choose the eClinicalWorks Private Cloud that server hardware is included. All user workstation hardware, peripherals (printers, scanners, cameras, etc.), and medical devices are the responsibility of Humboldt.
	What is your annual maintenance?	The annual maintenance is rolled into the monthly fee for the software.	As the County is looking for a HIPAA Cloud Hosted Solution, the eClinicalWorks Private Cloud, server hardware maintenance, upgrades, disaster recovery are handled by eClinicalWorks staff.
	If multiple tiers, what is included in each tier? (example: standard, premium, enterprise)	There are two packages outlined in the proposal.	Please refer to *Exhibit A – Preliminary Pricing & Contracts.*
	Are there additional costs beyond base maintenance fees, initial and ongoing, associated with any of the requested features in this RFI?	eCW offers many optional products, professional services, and third-party vendor partner solutions at an additional cost, with partners such as CodeCorrect, Dragon®, Patient Education, clearinghouse services, etc. These services are outlined in the contract and can be discussed with the Sales Coordinator. Professional services such as system optimization, workflow design, payment reform consulting, specialized training, custom report writing, etc., are available as well; pricing varies based on the nature of the service and the scope of work.	There are several optional items included in the proposal. Please refer to Exhibit A for details.
	Discount offered for multi-year contract?	N/A. Proposal is for 60 months.	
	Other discounts available?	N/A.	

	What is the expected product lifecycle?	eClinicalWorks supports two prior versions of its EMR/PM solution application software.	
	What is your licensing model and prices?	eClinicalWorks sells software licenses based on the number of providers in the practice/group in accordance with the definition at right. Please refer to Exhibit A - for details. The proposal has pricing tiers for certain providers and offers two software packages to choose from, along with optional add-on items.	"Providers" mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, Nurses that provide patient care, and Podiatrists employed by or under contract with Customer to provide services within the medical field. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, and (hereinafter referred to as "Customer Personnel"). For any category of Customer staff not identified above, eClinicalWorks and Customer shall agree in writing as to who is a Provider. "Full Time Provider" means any provider that works more than 2 days a week is equal to 1.0 Full Time Equivalent Provider (FTE). "Part Time Provider" means any provider that works 2 days or less per week is equal to 0.5 Full Time Equivalent Providers (FTE).

eClinicalWorks

Improving Healthcare Together

Outpatient Care

Acute Care

Analytics

Patient Engagement

eClinicalWorks

eClinicalWorks[1] SOFTWARE LICENSE AND SUPPORT AGREEMENT
FOR CLOUD ELECTRONIC MEDICAL RECORDS AND PRACTICE MANAGEMENT

Customer Name: **County of Humboldt Public HealthName**
Customer Address: **529 I Street**
                                     Eureka, CA 95501
Customer Tel/Fax: **707-441-5433**
Contact Name: **Jessica Bradbury**

Agreement prepared by: Michael Calderone
Software Presentation by: Wayne Moore

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[1] eClinicalWorks is a registered trademark of eClinicalWorks, LLC

Package:

Practice Details

Number of Providers (Including Nurse Practitioners):	**10**
Number of Nurses that do Physician Approved Protocols (excluding Nurse Practitioners):	**3**
Number of Nurses that do <u>NOT</u> do Physician Approved Protocols (excluding Nurse Practitioners):	**TBD**
Number of Locations:	
	3

Customer must have a minimum of: TBD   **Providers for the initial term of the agreement.**

eClinicalWorks Packages

Key:
✔ Included
- Not included

Package	EMR & PM	EMR & PM Plus
eClinicalWorks Comprehensive EHR		
eClinicalWorks EMR: Front Office, Mid Office, Document Management, Referral Management, Meaningful Use or MIPS Dashboards, ePrescribing and Formulary Checking, Registry Reporting and EBO Viewer	✔	✔
eClinicalWorks PM		
Practice Management (PM) Software	✔	✔
Billing Implementation Service		
Cloud		
Private Cloud	✔	✔
Nimbus (downtime procedure technology)		
eClinicalWorks Virtual Assistant (EVA)	✔	✔
Patient Portal	✔	✔
eClinicalMobile (Smart phone App for IOS or Android)	✔	✔
eClinicalWorks P2P	✔	✔
eClinicalMessenger (per message fee below applies).	✔	✔
Services		
24x7 Support included	✔	✔
Maintenance included		
Unlimited Webinars and Videos included		
MIPS Quality Performance Category – Claims Data Submission Mechanism	✔	✔
healow TeleVisits (per visit fee below applies)	✔	✔
Added Value Bundle		
eClinicalWorks Scribe for iPad, iPhones, Android and Window platform		
eClinicalTouch (iPad App for eClinicalWorks)		
Mobile speech recognition for iPad, iPhone & Android phones		
MIPS Reporting	-	✔
Kiosk		
Intelligent Medical Objects (IMO)		
Patient Education		
Pricing*		
Monthly Fee per Provider (including Nurse Practitioners)	**$599**	**$699**
Monthly Fee per Nurse that does Physician Approved Protocols (excluding Nurse Practitioners)	**$299**	**$399**
Monthly Fee per Nurse that does NOT do Physician Approved Protocols (excluding Nurse Practitioners)	**$50**	**$150**

*Applicable for package above:

Fees above do not include the per message fee for eClinicalMessenger. This fee is based on volume.   For the first 0 – 1000 messages per month $0.15/message and for additional 1000(+) messages per month $0.10/message.

Fees above do not include per visit fee for healow TeleVisits. The fee is based on volume. $2 per healow TeleVisit. Pricing for healow TeleVisits is available through end of 2019 and is subject to change thereafter.

Tax not included. Sales tax will be charged unless a sales tax exemption form is presented.

If Customer requires Electronic Prescribing of Controlled Substances (EPCS) then Customer must select an EPCS service in the optional section of this agreement.

Implementation

Implementation & Services	Cost	Quantity	Total
Project Management	$1,000 per day	**3** days	**3,000**
Installation	$1,000 per day	**2** days	**2,000**
Business Analysis Site Survey	$1,250 per day	**3** days	**3,750**
Business Analysis Workflow Deliverable	$1,000 per day	**3** days	**3,000**
Onsite Training	$1,000 per day	**15** days	**15,000**
Data Migration	$15,000 per migration	**1** migration	**15,000**
Total Implementation**			41,750

**Airfare is not included and will be billed separately for all onsite services. Onsite Training will consist of 5 days of end user training at 1 location. Customer is responsible for providing a location for the training and having applicable hardware for the training. The remaining 10 days will be used for go-live support with 10 days at two locations.   Customer is responsible for providing a location for end user training and Customer is responsible for all hardware at that location. If Customer requests any after hour services, additional fees will apply. Implementation standard work hours are Monday through Friday 9am – 5pm.

Optional Items

Clearinghouse Selection

Please select a Clearinghouse:

Contracting and payer enrollment is required with the Clearinghouse selected. The partnered clearinghouse will invoice Customer directly for all clearinghouse services in accordance with clearinghouse invoicing schedule.

Change Healthcare (formerly Emdeon)	$79 per month per Named Provider. • Unlimited Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA) and Unlimited Electronic Remittance Advice/ERA (835)		**___Accept**
	Statements* • $0.63 single page, $0.17 additional page(s), $0.04 per page of backside printing with variable data (Duplex)		**___Accept**
ClaimRemedi (an eSolutions Product)	$79 per month per Named Provider • Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA) and Unlimited Electronic Remittance Advice/ERA (835)		**___Accept**
	Workers Comp Claims (Electronic Claims with PWK Attachments): • $0.00 per claim, $0.55 per first page and $0.25 per additional page		**___Accept**
	Statements*: • $0.64 single page, $0.15 additional page(s), $0.01 per page of backside printing with variable data (Duplex).		**___Accept**
TriZetto	$79 per month per Named Provider • Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI) and Authorizations (278)		**___Accept**
	$129 per month per Named Provider Integrated Services • Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI), Authorizations (278), Auto Appeals and Advanced Alerts Services from TriZetto • paperResolve and Advanced Reimbursement Manger		**___Accept**
	Workers Comp Claims (Electronic Claims with PWK Attachments): • $0.85 per claim (includes all attachments)		**___Accept**
	Statements* • $0.67 single page, $0.16 additional page(s), $20.00 per month per practice minimum		**___Accept**
Waystar (formerly Navicure)	$79 per month per Provider • Unlimited Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing (V11), Unlimited Clearinghouse Claim Status Reports (277CA) and Unlimited Electronic Remittance Advice/ERA (835)		**___Accept**
	Statements*: • $0.69 single page, $0.21 additional page(s), $10.00 monthly minimum per provider		**___Accept**

*Increase in US Postage rate, will increase the statement processing costs.

Fax

Please select a fax option:

Analog Fax: • No additional charge from eClinicalWorks. • Customer must have an analog fax line.	**___Accept**
Cloud Fax: • $50 per month per incoming and outgoing fax line* • $50 per month per outgoing only fax line* • $50 per month incoming only fax line *Minimum $50.00 per month for each incoming/outgoing line and for each outgoing line only. This covers up to 1000 outgoing pages per line. After that point every outgoing fax will be $.04 per page. If customer cancels any fax services with eClinicalWorks, Customer understands and agrees that the fax number will no longer be available for Customer.	**___Accept** **If accepted please indicate quantities:** incoming/outgoing lines___ outgoing lines only__ incoming lines only___

healow Open Access

Please indicate whether enrolling with healow Open Access:

$49 per Provider per month* healow Open Access - Online Appointment booking • eClinicalWorks will provide HTML code to the practice to add a link for Healow Open Access to be added onto the Customer website. • Patients may book appointment online with the Customer's Providers that are using the eClinicalWorks EMR. • Customer will have the ability to respond to incoming healow Open Access appointment requests within the eClinicalWorks EMR. *Customer will be billed monthly for any Provider that has any appointment(s) scheduled through healow Open Access in that month. If no appointments are booked, then there is no charge for that Provider for that month.	**___Accept**

EPCS Service

Please indicate whether enrolling with EPCS Service:

Package one: One-year subscription • $250 per Named Provider per year • One-year subscription to EPCS authentication service • One hardware OTP token • Identity proofing • Optional phone binding for activation of a spare or replacement token • Free shipping, and free replacement of a defective, lost, or stolen token	**___Accept**
Package two: • $275 per Named Provider per year • All items in the one-year subscription package plus one spare hardware OTP token included	**___Accept**

Non-Production Environments

Please indicate whether enrolling with a Non-Production Environment:

Non-Production Environment* • Onetime Fee: $1000 per environment for installation • Hosting Fee: $600 per month per environment	**___Accept**

*Non-Production Environments are limited to 1,000 test patients per environment

Interfaces

The below interfaces are available for Customer upon request. Please indicate which interface is needed:

Quest Interface**
    Cost: eClinicalWorks will invoice Quest
    Format: HL7
    Interface: Laboratory orders outbound and laboratory results inbound
	____Accept

LabCorp Interface**
    Cost: eClinicalWorks will invoice LabCorp
    Format: HL7
    Interface: Laboratory orders outbound and laboratory results inbound
	____Accept

Hospital Interoperability**
    Cost: Interoperability with one hospital included in Cloud Subscription EMR&PM Package and EMR&PM Plus package in this Agreement.
    Format: specifications listed on https://www.eclinicalworks.com/products-services/interoperability/clinical-integrations/
    Interfaces include:
    • 1 Laboratory orders outbound and laboratory results inbound interface
    • 1 Radiology orders outbound and radiology results inbound interface
    • 1 Departmental Reports inbound interface
	____Accept
	
	If accepted list Hospital name
	_____

Commonwell and/or Carequality** • CCDA bidirectional through Commonwell and/or Carequality for participating hospitals.	**____Accept**

**In order to complete the Interface, Interface Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the interface without the necessary assistance and support from Interface Vendor.   In addition, third-party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third-party vendor software or otherwise with respect to any obligations of Interface Vendor or any third-party vendor. Customer also understands that the timeframe for completion of the interface is contingent upon both the availability of eClinicalWorks and Interface Vendor and scope of the interface. If Interface Vendor is unable or unwilling to support the interface based on eClinicalWorks specifications, then the interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the interface or its completion. If the scope of the interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply.

Terms and Conditions

This agreement must be executed within 30 days from August 22, 2019 to be valid. If agreement hasn't been signed within 30 days of issuance, please contact Sales at eClinicalWorks for a new agreement.

1. **Definitions**

    a. "Business Analysis" is a services for new customers which consists of assistance with hardware purchase and set-up recommendations, site survey for assessment of the current clinical environment, recommendations for optimal office set-up to facilitate EMR workflow, redesign of office workflows, plan all aspects of conversion from paper to electronic charts and EMR configuration for security access settings for all user, provider, and facility settings and customized training strategies for all system users in the practice.

    b. "EBO Viewer" means the canned reports which are included with the Software.

    c. "Data Migration" includes one migration of the following elements from one database before go live: facility, provider, insurance master, referring providers, staff, patient demographics, guarantor, patient insurances, appointments, scanned documents, allergies, current medication, current problem list, immunization, diagnosis/assessment, lab, family history, past medical history, social history and surgical history. Customer is responsible for providing the data. eClinicalWorks will assist in the process if required. Customer is responsible to maintain full copy of Customer's original data that is provided to eClinicalWorks.

    d. "EBO Consultation" is an implementation service which will include both training and consultation services. This service will help create efficient workflow design in conjunction with other eCW implementation teams in order to maximize productivity and report usage and provide supporting documentation in order to make an easy transition to a robust business intelligence software.

    a. "eClinicalMessenger" is a messaging service that enhances communication between the doctor and the patient.

    b. "eClinicalMobile" Functionality available through smart phone: Checking schedules, reviewing telephone and web messages, E-prescribing, looking up patient medical records, Examining lab results, Charge capture at the point of service

    c. "eClinicalTouch" is an iPad app that combines the most-used features of the eClinicalWorks EMR.

d. "eClinicalWorks P2P" allows the practice to send electronic referrals to other providers or send patient records with attachments (progress notes, lab results, medical summary, patient scanned documents), schedule/reserve appointments, share patient demographics and securely communicate with other physicians across city, state and region.

e. "eClinicalWorks Scribe" is functionality which converts unstructured text into structured progress notes.

f. "eClinicalWorks Virtual Assistant" or "EVA" provides ability for end user to type in commands and retrieve responses. Full list of commands are available in the eClinicalWorks EVA help manual.

g. "Electronic Medical Records" or "EMR" includes Front Office, Mid Office and Document Management.
    i. Front Office includes appointment scheduling, telephone triage, referral management, office messaging, workflow, patient management (demographics, insurance), document generation (letters creation and Microsoft Word Mail Merge and document scanning and archiving), and integrated scan.
    ii. Mid Office includes S.O.A.P, prescription management, protocol alerts (immunization and Reminders and Lab Diagnostic Imaging reminders), Prescription Management, ACPOE (prescriptions, labs, diagnostics, imaging), Growth and clinical analysis Charts, E&M coding advisor, clinical analysis reports, super bill reports.
    iii. Document Management includes scan and archival of documents, lab reports, consult notes, referrals, all patient documents and HIPAA documents.

h. "EMR Go-Live" is the ability to document progress notes, generate Rx, order entry, route orders, scan documents, send/receive faxes, generate referral request and generate letters to patients.

i. "ePrescribing" includes electronic prescribing and formulary checking though Surescripts.

a. "Effective Date" is the date of the last signature below.

b. "healow TeleVisits" provides a platform for a secure two-way video visit between the patient and the provider, enabling patient access to clinical healthcare from a distance. Additional terms and conditions will apply when practice activates healow TeleVisits

c. "Hosting" means the hosting service that will be provided by eClinicalWorks. Hosting agreement is listed in Exhibit A.

d. "Initial Term" begins upon the Effective Date and ends sixty (60 months) after the Effective Date.

e. "Installation" is the service where the eClinicalWorks software is being installed on customer's hardware.

f. "Intelligent Medical Objects[2]" is a smart search for ICD-10[3] codes and is recommended for ICD10.

g. "Interface Vendor" means a third party vendor that has software with which the eClinicalWorks Software interfaces.

h. "Kiosk" is an interactive, touchscreen driven self-check-in software application for patients. Hardware is not included.

i. "Maintenance" includes maintaining and improving the functionality of the Software with periodic upgrades, and maintaining the functionality of the drug and billing-code databases (ICD-10 and CPT4) with period upgrades.

j. "MIPS Dashboards" or "Merit-Based Incentive Payment System Dashboards" are dashboards that provide performance data for participating eligible clinicians (EC) for quality, Promoting Interoperability (PI) and Improvement Activities (IA) performance categories as defined by Centers for Medicare & Medicaid Services (CMS) under Medicare Access and CHIP Reauthorization Act's (MACRA) Quality Payment Program (QPP). The ECs need to follow the required workflow for the dashboards to display the numbers.

k. "MIPS Quality Performance Category – Claims Data Submission Mechanism" means Customer to submit Quality-Data Code (QDC) and Current Procedural Terminology (CPT[4]) codes via CMS-1500 or CMS-1450 claims forms (or electronic equivalent) on behalf of participating ECs to CMS. Customer needs to identify eligible cases and report necessary data to meet claims data submission mechanism criteria for given performance period using eClinicalWorks billing software functionality.

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[2] IMO, INTELLIGENT MEDICAL OBJECTS, IMO ANYWHERE, and IPL are registered trademarks of Intelligent Medical Objects, Inc. All Rights Reserved.
3 The World Health Organization is the copyright holder of ICD-10
4 CPT is a registered trademark of the American Medical Association

f. "MIPS Reporting" means Customer can submit the MIPS data (EHR Quality / MIPS Clinical Quality Measure) using the MIPS Submission tool provided by eClinicalWorks. Data is aggregated based on medical record information captured by Customer within eClinicalWorks EHR for purposes of meeting MIPS requirements. The list of measures supported by eClinicalWorks for these data submission mechanisms is available on my.eclinicalworks.com. CMS asks that all data for the given measure to be submitted accordingly. Customer agrees to comply with project milestones in order to meet reporting period deadlines as defined by CMS. If Customer is using eClinicalWorks for only a portion of the calendar year, then Customer is required to provide QRDA 1 file from the previous EHR vendor in order to generate full year reporting.

l. "Nimbus" means the eClinicalWorks downtime procedure technology.

m. "Onsite Training" means the training done at the customer location by an eClinicalWorks certified trainer.

n. "Patient Portal" includes outbound communication (appointments reminders via email and health check review via email), lab results review online, appointment requests, web visits, refill requests from patients, patient medical history intake, patient statement downloads and patient demographic update (patient CCR for Personal Health Record or PHR)

o. "PM Go-Live" is the ability to send claims, post payments generate statements, generate reports

p. "Practice Management" or "PM" means eClinicalWorks software that includes the charge capture (ICD and CPT), claims management, receivables management, patient statements, clearinghouse connectivity and financial analysis reports.

q. "Project Management" or "Project Manager" develops, manages and coordinates detailed project plans for the Customer and worcs with the Customer representative on the project plan and managing day-to-day action items. The Project Manager is responsible: to gather and send documents needed for each phase of an individual project, work with various internal eClinicalWorks departments to achieve key milestones for implementation and coordinate and review project status updates.

r. "Providers" mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Ophthalmologist, Opticians Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Counselors, Mental Health Practitioners, Neurophysiologists, care managers, care coordinators and Podiatrists employed by or under contract with Customer to provide services within the medical field. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, and (hereinafter referred to as "Customer Personnel"). For any category of Customer staff not identified above, eClinicalWorks and Customer shall agree in writing as to who is a Provider.

s. "Software" means the applications that Customer is contracting for under this Agreement.

t. "Subscription Fee" means the ongoing fee agreed to by Customer in the Package Summary section herein.

u. "Support" includes telephone and online support of the Software.

v. "Training Certification" means the eClinicalWorks Training Certification program provides users with trainer-level knowledge of eClinicalWorks EMR and/or PM software functionality. Users that complete the program successfully will be certified as eClinicalWorks trainers. The course offerings includes:
   i. Training Sessions
      1. 5-week training session for EMR & PM – $9,000 per person
      2. 3-week training session for EMR only – $5,500 per person
      3. 3-week training session for PM only – $4,500 per person
      4. Training sessions are held at eClinicalWorks headquarters in a classroom setting with other attendees. Customer is responsible for their own travel expenses. On site training session at the client location can be provided for an additional $250 per day plus airfare expenses with a minimum of five attendees.
   ii. User must pass the exam
      1. Test will be taken on the last day of the training session
   iii. 1-week guided training
      1. No charge at eClinicalWorks headquarters;
      2. If Customer would like guided training at Customer locations, then the cost will be an additional $1000 per day plus airfare expenses.

Attendee must complete all steps above to become certified. Certification is valid within the Practice that applicate registered under and is employed by only. Certifications is not transferable and is valid for one year. Pricing above is available for initial year. After initial year pricing is subject to change. For future years, an annual recertification is required. Recertification is an additional fee. Documentation in electronic format will be provided at no cost.

2. Payment Terms

a. Ongoing fees: First month due within 30 days of signing. Future ongoing fees to begin upon EMR Go-Live and/or PM Go-Live.

    i. Subscription for services. The fees for the services are set forth in the agreement. The Software may contain embedded controls limiting usage beyond what Customer is contracted for. The amounts payable shall be due and payable on the date specified in this Agreement or if not specified then within thirty (30) days of receipt of invoice therefore and payment must be made in U.S. Dollars. eClinicalWorks will assess Customer a late payment charge on any amount which remains unpaid thirty (30) days after it is due, computed at the rate of one and one-half percent (1½%) per month or the highest allowable by law, whichever is lower, on the unpaid amount for every month the amount remains unpaid. All payments will be made without setoff, counterclaim, recourse or other defense.

    ii. The ongoing fee is due and payable monthly in advance via electronic funds transfer unless otherwise specified. Unless otherwise specified, eClinicalWorks may increase the ongoing fees provided Customer receives at least sixty (60) days prior written notice of such increase. In no event will the ongoing fees increase more frequently than annually, and (ii) increase more than five percent (5%) over the previous year's fees.

b. Onetime fees:
    i. Payment due within 30 days of signing.

3. Terms and Conditions

a. General. Subject to the terms and conditions of this Agreement, eClinicalWorks grants and Customer accepts a non-exclusive, non-transferable, and license for the Registered Users to access and use the functionality of the Software during the term of this Agreement. The Customer shall not permit any other person or entity to access or use the Software.

b. Customer Modifications and Enhancements. Customer may not make any modifications or enhancements to the Software without eClinicalWorks prior written consent.

c. Proper Use of Software. The Customer acknowledges that the continued integrity of the Software and eClinicalWorks performance of its obligations described in this Agreement are dependent upon Customer's use of the Software in accordance with the documentation available to Customer at the terms and conditions of this Agreement.

d. OWNERSHIP AND PROPRIETARY RIGHTS. Customer may not attempt to sell, sublicense, lease, permit, rent or transfer in any way whatsoever the Software. Customer agrees that it will not, at any time, without the prior written consent of eClinicalWorks, decompile, disassemble or reverse engineer any software included within the Software, including without limitation the applications, to develop functionally similar Software or permit any third party to do any of the foregoing. Customer agrees to not grant access to any 3rd party for any purpose without the prior written consent of eClinicalWorks.

e. eClinicalWorks shall indemnify, defend, and hold Customer harmless from any third party claim or action against Customer to the extent that it is based on an allegation that the Software has infringed an intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against Customer in such action, not including attorney's fees, provided that, (a) Customer promptly notifies eClinicalWorks of such action, (b) gives eClinicalWorks full authority, information and assistance to defend such claim, and (c) gives eClinicalWorks control of the defense of such claim.

f. OWNERSHIP OF DATA. All the patient demographics and medical records created by this Software will be solely owned by the Customer.

g. Use and disclosure of PHI shall be subject to and in accordance with the terms of eClinicalWorks Business Associate Addendum, located at Exhibit B. eClinicalWorks and Customer agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA. Customer shall be responsible for entering into any Business Associate Agreements with third parties (such as Interface Vendors) that may be necessary to permit eClinicalWorks to provide the services set forth herein.

h. Customer is responsible for all hardware and network to be installed and set up properly with appropriate security controls prior to eClinicalWorks software installation. Customer is responsible for any delays due to network set up and will result in rescheduling of install and training date and travel arrangements. Customer will incur any expenses involved

with having to reschedule install and training dates. Any training cancelled within two weeks of training will be charged $750 per week for the affected weeks.

    i.   Sales tax will be charged unless a sales tax exemption form is presented.

4.   Services to be provided

    a.   eClinicalWorks shall provide 24x7 support.

Technical Assistance:	Available	Contact Info
Online portal	24 x 7	http://my.eclinicalworks.com
Call Center	8:00am to 8:00pm EST Mondays through Fridays excluding holidays	1-508-475-0450

eClinicalWorks is not responsible for issues (including any security issues) related to Customer's computer or internal and external computer network.

    b.   eClinicalWorks and Customer shall agree on an implementation schedule, including applicable dates for Customer's hardware purchasing and installation, eClinicalWorks' Software installation, data migration, Customer training, creation of lab interfaces, and a 'go live' date to for Customer to begin use of the Software, which may be either partial or full use of the Software.

    c.   Customer will receive any available Upgrades, without additional fee as long as the agreement is in effect.

    d.   Software Updates. Customer is aware that eClincalWorks may run and deploy, any and all upgrades and/or patches related to a security fix and/or patient safety issue that are available on eClinicalWorks Cloud.

5.   Warranties

    a.   eClinicalWorks will maintain the confidentiality of information regarding any physician or patient record.

    b.   eClinicalWorks warrants that it either owns or has the right to license the Software hereunder. eClinicalWorks warrants that the services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards.

    c.   Customer warrants that Customer, Providers, Customer Personnel and Customer's representatives will work with eClinicalWorks in a professional and reasonable manner during the term of the Agreement.

    d.   eClinicalWorks represents and warrants that eClinicalWorks will update Products (including, but not limited to, content usage for drug database and drug interaction checks, E&M Coding Advisor) as necessary to ensure that such product complies with the most current federal or state requirements.

    e.   Other than as expressly set forth above, eClinicalWorks does not make any express or implied warrantees, condition, or representations to customer, any of its affiliates or any other party with respect to the applications, services or any products, documentation, or any other services or works of authorship provided hereunder, or otherwise regarding this agreement, any implied warranty or condition of merchantability, non-infringement, or fitness for a particular purpose, are expressly excluded and disclaimed.

    f.   LIMITATION OF LIABILITY. ECLINICALWORKS LIABILITY TO CUSTOMER FOR ANY LOSSES OR INDIRECT DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE MONTHLY SUBSCRIPTION FEE PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

    g.   If Customer considers litigation as recourse for dispute resolution, Customer will be responsible for their own legal fees and expenses.

    h.   No substitute for Professional Judgment. Notwithstanding anything to the contrary contained herein, Customer and Authorized Users acknowledge that the Software is not intended as a substitute for professional medical judgment and eClinicalWorks shall have no indemnification or liability obligations related to any failure to exercise such professional judgment. In the event that the Software or any report or information generated by the Software is used in connection with any diagnosis or treatment by you and/or any of Customer's employees, agents, representatives, and the like, Customer agrees to accept all responsibilities in connection therewith, including responsibility for injury, damage, and/or loss related to such diagnosis or treatment, irrespective of whether such injury, damage and/or loss results from your use of the Software.

    i.   During the term of the agreement and one year after the termination of this agreement, the customer agrees not to offer employment to or to hire any eClinicalWorks employee without the prior written consent of eClinicalWorks.

6.   Term and Termination

a. Term of License. The term of this Agreement is 60 months and shall begin as of the date executed by eClinicalWorks and shall continue in effect unless earlier terminated as provided below.

b. Automatic Renewal. Upon expiration of the initial term, the Agreement shall automatically renew for successive one (1) year periods unless Customer or eClinicalWorks gives prior written notice of its intent to terminate the Agreement, at least sixty (60) days prior to the anniversary of the Effective Date. If Customer defaults in its payments of the license fee for two successive billing periods, or causes its subscription to expire, then eClinicalWorks may terminate this Agreement. If Customer cancels after the initial term eClinicalWorks will then copy the Customer information on an encrypted disk in relational database format and send it to the Customer. Customer is responsible for the cost of the encrypted disk. Customer understands that eClinicalWorks is providing implementation and training services upfront which are not being charged to Customer as of the Effective Date but are instead included in the monthly fees throughout the initial term of the Agreement and are required to be paid by Customer. Accordingly, if Customer terminates this Agreement prior to the expiration of the initial term, Customer will be responsible for $100 per Provider per month for the remaining months of the initial term of the Agreement and a $5,000 onetime fee as reimbursement to eClinicalWorks for the implementation and training costs incurred by eClinicalWorks as startup costs but not paid by Customer.

7. Miscellaneous

a. Assignment. This Agreement shall bind and inure the benefit of the parties hereto and their respective heirs, successors, and assigns; provided, however, that such assignment shall not relieve either party of its obligations to the other as provided herein. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

b. Force Majeure. The obligations of the respective parties shall be abated for so long as, and to the extent that, their performance is rendered commercially impracticable by causes and events beyond the reasonable control of the affected party, including without limitation fires, floods, acts of God, strikes, unavailability or delays of materials or transportation, war, revolution, insurrection, acts of the public enemy, governmental regulation or prohibition. The party claiming abatement of obligation hereunder shall reasonably notify the other of the cause or event giving rise to such claim and shall take all reasonable steps to limit the effect and duration of such cause or event.

c. Excluded Party. Customer hereby represents and warrants that Customer and its employees, owners, directors and officers are not, and at no time have been, excluded from participation in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program."). Customer hereby agrees to immediately notify eClinicalWorks of any threatened, proposed, or actual exclusion of it or its employees, owners, directors and officers from any Governmental Program. In the event that Customer or its employees, owners, directors and officers are excluded from participation in any Governmental Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that Customer is in breach of this Section, this Agreement may, at the sole discretion of eClinicalWorks, terminate as of the effective date of such exclusion or breach.

d. Headings. The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.

e. Entire Agreement. This Agreement sets forth the entire agreement between eClinicalWorks and Customer with respect to the subject matter hereof, and no modification, amendment, waiver, termination, or discharge of this Agreement or any provisions hereof shall be binding upon either party unless confirmed by written instrument signed by both parties.

f. Notices. Any notices required to be given by one party to another hereunder shall be deemed duly given when sent in writing, postage prepaid, via certified or registered mail, with return receipt, or delivered by hand, and addressed to the appropriate party at the addresses above or to such other address as either party shall have designated in writing to the other. The specification of means for giving notice herein shall not preclude the use of other forms of written notice when in the context of their use they provide equal or greater effective actual notice to the receiving party than the means specified herein.

g. Law and Severability. This Agreement, its validity, construction, and effect shall be governed by the laws of the Commonwealth of Massachusetts. In the event that any part of this Agreement is declared to be void or unenforceable by a court having jurisdiction, the remainder of this Agreement shall continue in full force and effect with such void or unenforceable part thereof deleted there from.

h. Any and all controversies, claims, or disputes arising out of, relating to, or connected with this Agreement or Customer's use of the Services and/or the Software shall be referred to and settled by individualized arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions set forth under the AAA's Commercial Arbitration Rules and any other applicable rules and procedures ("Rules") by a panel of three arbitrators appointed in compliance with the Rules. This includes all disputes over arbitrability.
  i. The Parties to this Agreement further acknowledge and agree that:
    1. the location of the arbitration, including the location of all arbitration hearings, shall be Boston, Massachusetts;

2. the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including, the allocation of same between the parties;

3. the award of the arbitrators shall be final and binding upon the parties; and

4. the parties submit to the jurisdiction of the federal courts of Massachusetts for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this clause and/or may enforce the award through such courts.

ii. By using the services and/or the Software, Customer expressly waives its right to pursue all controversies, claims, or disputes in court and instead must submit any such controversies, claims, or disputes to arbitration as described above.

i. Waiver Of Class And Joint Claims: Any arbitration (or, if arbitration of the action is not permitted by law, litigation) shall be solely on behalf of an individual person, and shall not be consolidated or joined with the claims of any other person or brought on behalf of a putative class unless previously agreed to in writing by both eClinicalWorks and Customer. This provision shall survive the termination of this Agreement, regardless of the cause of such termination.

j. The following hyperlink to the eClinicalWorks website directs you to a copy of "eClinicalWorks V11 Cost & Limitation Statement" and "eClinicalWorks healow Enterprise Patient Portal v1.0 Cost & Limitation Statement" (https://www.eclinicalworks.com/resources/meaningful-use/). These documents provide you with further information regarding the potential costs and limitations associated with these eClinicalWorks products.

k. Execution. Each representative signing below hereby represents that each is authorized to enter into this Agreement.

l. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by electronic, photocopy or facsimile signatures of such party's representative hereto.

m. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

n. Relationship. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication between the parties.

Exhibits

Exhibit A – eClinicalWorks Hosting Addendum
Exhibit B – Business Associate Agreement

CONTRACT EXECUTION:

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the date set forth above.

CUSTOMER   eClinicalWorks, LLC

_____   _____
(Authorized Signature)   (Authorized Signature)

_____   _____
(Name - Print or Type)   (Name - Print or Type)

County of Humboldt Public HealthName   **eClinicalWorks, LLC**
(Customer Company - Print or Type)   (Customer Company - Print or Type)

_____   _____
Date   Date

EXHIBIT A – eClinicalWorks Hosting Addendum
Article 1
Hosting Services

1.1   eClinicalWorks Responsibilities. Subject to the terms of this Agreement, eClinicalWorks will: (a) make the services using the web based software applications ("Hosted Applications") available to Customer via the Internet based on a Cloud basis; (b) make the Documentation for the Hosted Applications available to client; and (c) provide to Client a user name, password and other information required to use the Hosted Applications.

1.2   Client Responsibilities.

(a)   Client is responsible for: (i) procuring, at its expense, the necessary environment at the Client's location(s) to use the Hosted Applications via the Internet, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the "Client Systems"); (ii) complying with all laws, rules and regulations related to the Client Systems; (iii) keeping its user name and password secret and confidential, and, for any communications or transactions that are made, using the same; (iv) changing its user name and password if it believes that the same has been stolen or might otherwise be misused; (v) maintaining security of its environment that it controls; (vi) verifying identity of users to whom it provides access to the information within the hosted application (vii) obligations under any third party agreements to which Client is a party, including, without limitation, any agreement pursuant to which Client procures the Client Systems or any portion thereof, regardless of whether eClinicalWorks provides Client with any assistance in such procurement.

(b)   Client shall bear all costs of obtaining, installing and maintaining the Client Systems.

1.3   Definitions.

(a)   "Services" shall mean the Hosting services set forth in Section 1.4 below which are subject to payment of the Hosting fees.

(b)   "System" shall mean the server(s) on which the Website is hosted and all other equipment utilized by eClinicalWorks to provide the Services hereunder.

(c)   "Website" shall mean the URL or any eClinicalWorks domain provided to the Customer to access the Hosted Application.

(d)   "Confidential Information" means all technical, business, and other information of one party (the "Disclosing Party") disclosed to or obtained by the other party (the "Receiving Party") in connection with this Agreement (including the pricing, terms and conditions of this Agreement) whether prior to, on or after the date of this Agreement, that derives economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information of the Disclosing Party.

(e)   "Documentation" means the user and technical manuals and other documentation provided to Client describing the Applications' features, functionalities, requirements and specifications.

1.4   Services to be provided.

(a)   eClinicalWorks shall provide all industry standard hosting-related maintenance including, without limitation, back-ups, server maintenance and trouble-shooting.

(b)   Network Connectivity. eClinicalWorks shall provide the Website with connection to the Internet for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for Website maintenance and Internet performance issues. eClinicalWorks reserves the right to have planned outages for hardware and software maintenance.

(c)   Administration. eClinicalWorks shall provide regular routine and other systems administration and support services necessary to maintain the Website. eClinicalWorks shall provide Client with one (1) day of notice prior to service interruptions due to planned maintenance. Any service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance.

(d)   Security. eClinicalWorks shall take reasonable measures to prevent unauthorized access to the Website. In this regard, eClinicalWorks shall use at least the same security measures it uses to protect its own proprietary information. . For security and

administrative reasons only, the hosted application support and maintenance team will have access to all files on the server. eClinicalWorks is not responsible if Client makes changes to default security settings which allow access to Client data.

1.5   Acceptable use policy.

(a)   Acceptable Use Policy. Client shall use the Hosted Applications only for lawful purposes, in compliance with all applicable laws. Client shall be responsible for all use of the Hosted Applications by its Registered Users, regardless of whether such use is known to or authorized by Client. The Hosted Applications are provided for use in conformance with the terms and conditions of this Agreement. eClinicalWorks reserves the right to investigate suspected violations of this Agreement. If eClinicalWorks becomes aware of possible violations, eClinicalWorks may initiate an investigation including gathering information from Client and examination of material on eClinicalWorks' servers. During the investigation, eClinicalWorks, in its sole discretion, may suspend access to the Website, Hosted Application, and/or remove the Website content and other material from eClinicalWorks' servers. If eClinicalWorks determines, in its sole discretion, that a violation of this Agreement has occurred, it may take responsive action, including, without limitation, permanent removal of the Website content, or any portion thereof, from eClinicalWorks' servers, issuance of warnings to Client or the suspension or termination of this Agreement to Client.

(b)   Passwords. Client is responsible for maintaining the confidentiality of any password(s) and access codes given to access the Hosted Applications, Website, and is fully responsible for all activities that occur under those password(s) and access codes. Client agrees to notify eClinicalWorks immediately of any unauthorized use of its password(s). Client shall be solely responsible for the security of its passwords. Continued failure by Client to maintain password security may result in the suspension or termination of Services.

(c)   System Security. Client shall be prohibited from using the Services to compromise the security of the Services, the System, the Website, Hosted Application, or any other website on the Internet. Client use or distribution of tools designed for compromising security is strictly prohibited, including, without limitation, password guessing programs, cracking tools, penetration and vulnerability scans or network probing tools. EClinicalWorks reserves the right to release identification information of Client, if Client is involved in violations of security, to systems administrators at other websites in order to assist them in resolving security incidents. eClinicalWorks shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

1.6   System Monitoring. eClinicalWorks reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to operate its System properly, or to protect itself or other Customers, provided that, eClinicalWorks shall provide Customer prior notice of any such disclosure. eClinicalWorks shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not eClinicalWorks' intention that the Services, System or eClinicalWorks' facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law. Client shall indemnify and defend eClinicalWorks for any claims, suits, losses or actions against eClinicalWorks arising from, related to or in connection with any violation by Client of the Communications Decency Act.

1. 7   Warranty of Content. In addition to the warranties set forth in the Agreement, the parties to this Agreement warrant that they shall not use on the Website any content or other intellectual property that: (i) infringes on the intellectual property rights or any rights of publicity or privacy of any third party; (ii) violates any law, statute, ordinance or regulation (including, without limitation, laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (iii) is defamatory, libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, child pornographic or harmful to minors; or (v) contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. Violations of this Section not only constitute a material breach of the Agreement and trigger immediate termination by a party not in breach, but may also subject such party to criminal and/or civil liability.

Article 2
Compliance with Laws.

2.1   Compliance with Laws

(a)   The parties shall comply with all applicable laws and regulations concerning security and privacy with respect to their obligations under this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under ("HIPAA").

(b)   eClinicalWorks acknowledges and agrees that the data and information that is compiled or passes through the databases that are a part of the Applications and that specifically relates to patients, patient care or physician procedures or diagnosis (collectively, the "Client Data"), and all right, title and interest therein, is and shall remain the exclusive property of Client. Notwithstanding the foregoing, Client hereby grants eClinicalWorks a perpetual, unlimited license to use the Client Data, in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided, however, that eClinicalWorks shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and eClinicalWorks shall comply with HIPAA, as applicable, with respect to such data.

Article 3
Service Levels

Capitalized terms used but not specifically defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

1.   AVAILABILITY
A.   Uptime

Within two (2) weeks of the commencement of the first on-site training session eClinicalWorks agrees that the Applications will be available 99.9% of the time during the hours of 5:00 AM to 12:00 AM local time of the data center, seven (7) days per week (the "Up-Time Commitment"). The Up-Time Commitment will be measured monthly.

B.   Exclusions
Calculation of the Up-Time Commitment shall exclude unavailability of the Applications caused by any of the following:
(a)   Scheduled, announced downtime for maintenance; provided, however, that such downtime shall not exceed two (2) hours, per event, unless the parties mutually agree otherwise; eClinicalWorks has a daily maintenance windows from 1AM-3AM local standard time of the data center.
(b)   Failures in the Internet that are outside eClinicalWorks' control;
(c)   Hardware, communication lines or application problems (*e.g.*, Internet, ISDN, DSL, etc.) of Client that prevent/disrupt access; or
(d)   Failures by Client to comply with the eClinicalWorks' specifications outlined in the Documentation for the Applications.

C.   Broadband Requirements

(a)   It is Customer's responsibility to provide internet service provider (ISP). eClinicalWorks uses Transport Layer Security (TLS) connectivity to eClinicalWorks' collocation facility with sufficient bandwidth to support application services selected by Customer for optimum performance and usability.

(b)   The eClinicalWorks Service Levels above are based on eClinicalWorks hardware requirements.

This Business Associate Addendum (**"Addendum"**) is entered into by and between eClinicalWorks, LLC, a Massachusetts limited liability company, (**"eClinicalWorks"**) and **County of Humboldt Public HealthName**, (**"Customer"**) as an integrated part of that certain Software License and Support Agreement (**"Agreement"**) entered into contemporaneously with this Addendum between eClinicalWorks and Customer, and sets forth in writing certain understandings and procedures governing eClinicalWorks's use of protected health information as that term is defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and any regulations adopted under those laws by the United States Department of Health and Human Services and as those regulations may be amended from time to time.

1. **Definitions**
   a. **Catch-all definition:** The following terms used in this Agreement (whether or not capitalized) shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

   b. **Specific definitions:**
      i. **eClinicalWorks. "eClinicalWorks"** shall generally have the same role as a "business associate" under 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall refer to the entity defined as eClinicalWorks above.
      ii. **Customer. "Customer"** shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall refer to the entity defined as Customer above.
      iii. **HIPAA Rules. "HIPAA Rules"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
      iv. **Successful Security Incident**. "**Successful Security Incident**" shall mean a security incident that results in the unauthorized access, use, disclosure, modification, or destruction of Protected Health Information.
      v. **Unsuccessful Security Incident**. "**Unsuccessful Security Incident**" shall mean a security incident that does not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

2. **Obligations and Activities of eClinicalWorks**
   a. eClinicalWorks agrees to:
      i. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
      ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement;
      iii. Report to Customer in writing any use or disclosure of protected health information not permitted under this Agreement of which eClinicalWorks becomes aware, including breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410 and any Successful Security Incident, within ten (10) days of any Breach or Successful Security Incident. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents;
      iv. In making any written report under Section 2(a)(iii) of this Agreement, abide by any reasonable written breach notification procedures actually received by eClinicalWorks from Customer;
      v. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of eClinicalWorks agree to the substantially same restrictions, conditions, and requirements that apply to eClinicalWorks with respect to such information;
      vi. Make available Protected Health Information in a Designated Record Set to Customer as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.524 within thirty (30) days of receipt of such request. Customer agrees to maintain and properly store a copy of all Protected Health Information used by or disclosed to eClinicalWorks;
      vii. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Customer pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.526;
      viii. Maintain and make available the information required to provide an accounting of disclosures to the Customer as necessary to satisfy Customer's obligations under 45 C.F.R. § 164.528 by providing such information within thirty (30) days of receipt of such request;

ix. To the extent eClinicalWorks is to carry out one or more of Customer's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s); and

x. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. **Permitted Uses and Disclosures by eClinicalWorks**
   a. eClinicalWorks may use or disclose Protected Health Information as necessary to perform the services set forth in the Agreement or under any other agreement between Customer and eClinicalWorks. eClinicalWorks is also authorized to use Protected Health Information to aggregate data or de-identify the information in accordance with 45 C.F.R. § 164.514(a)–(c). eClinicalWorks may use aggregated data or de-identified information for the purpose of testing or maintaining its software or for any other purpose permitted by law.
   b. eClinicalWorks may use or disclose Protected Health Information as required by law.
   c. eClinicalWorks agrees to make uses and disclosures and requests for Protected Health Information consistent with Customer's minimum necessary policies and procedures.
   d. eClinicalWorks may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Customer except for the specific uses and disclosures set forth below.
   e. eClinicalWorks may use Protected Health Information for its proper management and administration or to carry out the eClinicalWorks's legal responsibilities.

4. **Provisions for Customer to Inform eClinicalWorks of Privacy Practices and Restrictions**
   a. Customer shall notify eClinicalWorks of any limitation(s) in Customer's notice of privacy practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect eClinicalWorks's use or disclosure of Protected Health Information.
   b. Customer shall notify eClinicalWorks of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect eClinicalWorks's use or disclosure of Protected Health Information.
   c. Customer shall notify eClinicalWorks of any restriction on the use or disclosure of Protected Health Information that Customer has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect eClinicalWorks's use or disclosure of Protected Health Information.

5. **Permissible Requests by Customer**
   a. Customer shall not request eClinicalWorks to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Customer, except that eClinicalWorks may use or disclose Protected Health Information for management and administration and legal responsibilities as described above.

6. **Term and Termination**
   a. **Term.** The Term of this Agreement shall be effective as the Effective Date, and shall continue according to the terms of the Agreement or on the date Customer terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
   b. **Termination for Cause.** eClinicalWorks authorizes termination of this Agreement by Customer, if Customer determines eClinicalWorks has violated a material term of this Agreement and eClinicalWorks has not cured the breach or ended the violation within thirty (30) days after written notice from Customer of the violation and associated term of this Agreement.
   c. **Obligations of eClinicalWorks Upon Termination.** Upon termination of this Agreement for any reason, eClinicalWorks, with respect to Protected Health Information received from Customer, or created, maintained, or received by eClinicalWorks on behalf of Customer, shall:
   i. Retain only that Protected Health Information which is necessary for eClinicalWorks to continue its proper management and administration or to carry out its legal responsibilities;
   ii. Return to Customer or, if agreed to by Customer, destroy the remaining Protected Health Information that eClinicalWorks still maintains in any form;
   iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as eClinicalWorks retains the Protected Health Information;
   iv. Not use or disclose the Protected Health Information retained by eClinicalWorks other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3(e) of this Agreement; and

     v. Return to Customer or, if agreed to by Customer, destroy the Protected Health Information retained by eClinicalWorks when it is no longer needed by eClinicalWorks for its proper management and administration or to carry out its legal responsibilities.

     vi. In the event eClinicalWorks determines that returning or destroying the Protected Health Information is infeasible, eClinicalWorks shall continue to extend the protections to such Protected Health Information as required by the HIPAA Rules and limit further use and disclosure for so long as eClinicalWorks retains such Protected Health Information.

   d. **Survival.** The obligations of eClinicalWorks under this Section shall survive the termination of this Agreement.

7. Miscellaneous

   a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

   b. **Amendment.** Customer and eClinicalWorks mutually agree that eClinicalWorks may amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

   c. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

   d. **Governing Law.** This Agreement will be governed by the laws of the United States of America and by the laws of the Commonwealth of Massachusetts. The parties irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Massachusetts, as applicable, for any matter arising out of or relating to this Agreement without regard to any choice of law principles, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Massachusetts, such personal jurisdiction will be nonexclusive.

   e. **Execution**. Each representative signing below hereby represents that each is authorized to enter into this Agreement.

   f. **Complete Agreement**. This Agreement constitutes the final, complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written. This Agreement may not be amended or modified except by a writing signed by both Parties and identified as an amendment to this Agreement.

   g. **Counterparts**. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each Party hereto consents to be bound by electronic, photocopy or facsimile signatures of such Party's representative hereto.

   h. **Severability**. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

   i. **Relationship**. It is mutually understood and agreed that the relationship between the Parties is that of independent contractors. Neither Party is the agent, employee, or servant of the other. Nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication between the Parties.

8. Contract Execution

IN WITNESS HEREOF, the respective authorized representative of each party has executed this Addendum to be effective as of Effective Date as set forth in the Agreement.

Customer
Authorized Signature:
Name:
Customer Title or Position:

eClinicalWorks, LLC
Authorized Signature:
Name:
eClinicalWorks Title or Position:

RFI Response

Please do not modify the questions. It is acceptable to add additional detail as an attachment following the response form. If there are additional materials, please indicate in the "Notes" section for the appropriate line item in the response form.

Section	Question	Answer	Notes
Vendor Info			
	Company Name	Patagonia Health, Inc.	
	Company Address	15100 Weston Parkway, Ste 204, Cary, NC 27513	
	Company Web Page	www.patagoniahealth.com	
	Company physical location(s)	15100 Weston Parkway, Ste 204, Cary, NC 27513	
	Name of person responsible for information contained in this RFI	Jason Suter	
	Contact: Telephone Number	(919) 439-1251	
	Contact: Email Address	jason@patagoniahealth.com	
	Main products/services	Electronic Health Record, Practice Management and Billing System	
	Main market/customers	Public Health and Behavioral Health agencies	
	How long has the company been in business?	Since Feb 2009	
	How long has the product you are recommending been available?	Feb 2009	
	How many customers/entities do you have using this product?	Approximately 150 customers nationwide	
	List any California government sector Public Health customers using this product.	Alpine, El Dorado, Madera, Mariposa, and Sacramento County Health Departments	
	List any customers in the Humboldt County region using this product.	In addition to the above CA county health departments we also have Washoe County District Health Department located in Reno, NV	
	Did your organization write the software or acquire it from a third party/merger?	This was written in house not acquired.	
Training			
	Do you offer formal user training?	Yes, Patagonia Health offers on-site, end-user "see and do" training and go-live support.	
	Do you provide ongoing training support?	Yes, we offer continued educational training via remote	

		webinars, as well as regional user focus groups.	
	What types of training do you offer (distance Learning, live, pre-recorded, on-site)? What are their durations?	Patagonia Health offers class room style, on-site, end-user "see and do" training and go-live support. If needed, we also have a library of recorded videos and quick guidebooks that can be easily accessed via the EHR support portal.	
	What level of training do you recommend for users? For administrator?	Patagonia Health believes in thorough, in-person training at the customer site. This delivery method is utilized for all projects large and small. In our experience this is the most effective method for educating users, affecting process change, and connecting with people throughout this process. We understand that there is a lot of variability with regard to users and learning styles, and our training process provides an excellent environment for all learners. Our trainers come to your site and provide "see and do" type training.

They introduce a new topic, demonstrate the functionality, provide a step-by-step walkthrough for the users, and then allow users to practice the task on their own. Questions are addressed about the solution and the workflow, which are then reviewed and discussed. | |
| | Describe any training materials offered. | The health department will be sent quick guides for each phase of training. The quick guides cover step-by-step instructions for that phase of training. These quick guides are to be printed off and | |

		distributed to users prior to training.	
	Is there a user manual? Is it continuously updated and maintained?	Yes, see above answer.	
	What is your anticipated learning curve for daily users to become competent?	The EHR is very easy to learn and easy to use. System users should be able to perform their daily functions directly after training is complete.	
	Do you give training support with substantial product updates?	Our EHR system is updated every 6 weeks. A release report is sent out prior to each release with instructions and release notes of the changes. For any additional functional and new features, we conduct remote web-based training sessions.	
Customer Service			
	What methods are available for technical customer services and user assistance?	Our support personnel can be reached via phone, email, or through the support portal. The support button is visible on every screen of the EHR system. The allowance of access is not limited or restricted.	
	What are the hours these methods are available (in PST)?	i. Feedback button in the EHR. Click on the Feedback (left hand side of all screens) in the EHR. Submit an issue with your email address. Use this 24x7. ii. Email to support@patagoniahealth.com. Use this 24x7. iii. Patagonia Health support line 919-238 4780. Monday – Friday 8:00am – 5:00pm ET (AKA 5:00am - 2:00PM PT)	
	Is your customer service based in the continental US? If not, where?	Yes, we are located in Cary, NC.	
	Will we have a dedicated representative that we can contact after implementation if any issues arise?	Yes, you will continue to have access to your Sr. Trainer/s after go live for any issues or questions that arise. As your Health Department gets more	

		comfortable with the system, you will be transitioned to our support staff. All of our support staff are crossed trained and very knowledgeable.	
Interfaces			
	Does your solution integrate with …		
	1) California Automated Immunization Registry (CAIR)?	Yes, we have connected El Dorado, Mariposa Counties and will be connecting Sacramento County soon.	
	2) Quest Diagnostics? (to send lab orders)	Yes, we can interface with Quest for bidirectional labs (Orders and results).	
	3) ApolloLIMS? (Public Health laboratory software)	Yes, we are setting this up for Sacramento County.	
	4) North Coast Health Improvement and Information Network (NCHIIN). Humboldt's local Health Information Exchange.	Yes, Patagonia Health has interfaced with a variety of practice management systems, diagnostic labs, HIEs, registries and other custom interfaces. We have the expertise to interface with any system. That system must be able to support one or more of the following interfaces: i. HL7 ii. CCDA iii. XML over SOAP or API web service iv. JSON.	
	If you do not currently interface with these, are you able to make an interface?	Patagonia Health can interface with any required agencies, via HL7. Often these interfaces can be bidirectional providing both parties have that capability. Patagonia does have bi-directional capability.	
	Are the interfaces in your solution currently bi-directional? If so, which ones?	Yes, we have the ability to make all of our interfaces bidirectional.	
	Are there any costs (initial or ongoing) associated with these interfaces?	Yes, there is a one-time, set-up fee and a monthly maintenance fee.	
Capabilities			
	Can the solution accommodate part-time providers and is that reflected in the cost?	Yes. Patagonia Health is a per-user licensed product. This allows every user to have access to the system	

		at any time. Patagonia Health is a public health designed EHR system. We understand public health cost sensitivity and price accordingly.	
	Does the solution have…		
	1) Appointment/patient scheduling? With automated reminders (email, text, phone)?	Patagonia Health supports a robust and customizable scheduling system. If you are familiar with Google or Outlook than our Calendar will look and feel familiar. The solution supports: • Daily, weekly, and monthly schedules • Access to client chart information from the schedule • Supports authorized users to alter provider schedules • Allows appointment slots for varying lengths and types (ex. 15 minutes for Immunizations, 30 minutes for Family Planning Annual) • Includes tracking and managing schedule changes, including bumps, cancellations and no-shows • Displays schedule for multiple days or providers on a single screen • Displays and prints daily appointment schedules • Provides ability to print appointment reminder sheets for patients if you are manually calling your patients for reminders • Allows for searching for the next available appointment • Allows for appointment search (past and future booked) appointments by patient name • Allows for minimal patient demographics entry to quickly schedule the patient	

		• Allows for searching by specific provider for next appointment availability • Allows for color coding appointment types. Our Communicator App can send automated appointment reminders to patients via voice, text and/or email message to reduce no show/no calls. These appointment reminders can also be done in Spanish. We configure the solution to send these messages at whatever frequency you like. You can send up to 3 voice messages, 3 text and 3 emails per patient appointment, for a total of 9 appointment reminders. The method of communication can be tailored to meet the patients' preferences.	
	2) Provider scheduling?	Yes	
	3) Patient records and charts?	Yes	
	4) Patient visit notes?	Yes, as a federally certified EHR system for Stage 3 Promoting Interoperability, Patagonia Health's solution includes a complete patient-centric electronic health record and clinical documentation solution. We use encounter templates or notes for clinical charting. Forms or apps within the patient's record help document clinical information. Treatment-specific encounter templates can be developed during set-up by Patagonia Health's implementation team. Additionally, encounter templates auto-populate data from other areas of the solution like family history, medications, lab results, immunization, etc. Clinicians can	

		document by exception, select radio buttons, have default text, etc., whichever methods you prefer to document, making it easier and faster. Service codes will populate from clinical to the billing encounter based on the documentation, making it complete and accurate. Patagonia Health's auto-learn and auto-suggest features in the encounter template remembers and recommends commonly used phrases. Icons and/or links navigate to the area of the encounter note the clinician wants to go based on patient/client interview versus making the provider follow a strict SOAP note or other formats. Once the encounter is complete, the visit summary and summary of care records are available to the patient in CCDA format on the fully integrated patient portal after the visit. The encounter can be shared within the clinical community via fax or email with EMR Direct, secure messaging.	
	5) Ability to add diagnoses and labs?	Yes, you will have the ability to add diagnosis codes by typing the ICD 10 code, the actual diagnosis (IE: Hypertension) and we provide a crosswalk if you type the ICD 9 codes to the corresponding ICD 10 codes. Patagonia Health can interface with labs so the reports come back directly into the system or you could manually add lab results yourself.	
	6) Spell Check?	Yes	
	7) Ability to view past visits from the current visit?	Yes	
	8) Vitals?	Yes	

	9) Allergies?	Yes	
	10) Patient Portal? With ability for patient to make payments and receive/send secure communication?	Patagonia Health offers an integrated patient portal and is included at no additional cost. This is a requirement in order to be a Meaningful Use certified solution. Patients can access the following: Allergies, Labs, Meds, Immunization, Diagnosis, Clinical Visit Summaries, Health Summary in CCDA file for download, and secure messages with the provider. Patient education can be sent to the patient portal as well. The solution will link to other patient education websites, such as NIH MedlinePlus, which provide information in multiple languages. Patients can send and receive messages from the health department via the patient portal. At this time, accepting payments via patient portal is on our roadmap.	
	11) Ability to research medications in the program?	Patagonia Health does have a built-in electronic prescription solution. In the e-prescription module the user can search a medicine. The system will list the matching medications with details of strength, dose, etc. Information leaflet with lexicon of the medications and therapeutic family will be listed as well. The system also performs drug-drug and drug-allergy interaction checks. You can write a prescription and print it off to give to a patient or send the prescription to any pharmacy in the country. Patagonia Health's Pharmacy App automates medication (e.g. for family planning) dispensing,	

		tracking, audit and inventory control.	
	12) All pertinent ICD-10 codes built-in?	Yes, we have all the ICD-10 codes available for our users. We also have a crosswalk from the ICD-9 Codes as well. All codes are kept current at no additional charge to customers.	
	13) Who populates the CPT code table? Is there ability to create miscellaneous codes? If so, would you handle this for us or would we be responsible for creating them?	We are connected to the AMA database; codes are updated automatically and in real-time.	
	14) Immunization inventory management? What guidelines do you use for the immunization schedule?	Patagonia Health's Immunization Inventory App automatically keeps track of vaccine inventory. We track inventory by funding source (e.g. VFC, 317 or private) and/or clinic sites. With the optional barcode scanner, you can scan incoming vaccines for accurate inventory intake. You can use the barcode scanner when dispensing as well, making it easy and accurate. The user simply scans the vaccine vial to populate the patient's record with vaccine(s). We can help eliminate the cumbersome task of reading small print on vaccines and maintain an accurate inventory. The inventory stores the vaccine's name, brand, NDC, Manufacturer, etc. Patagonia Health maintains the VIS date, NDC, CVX and MVX codes as per the CDC database for Immunization Registry communication. As the vaccines are dispensed, the inventory log is updated with the dispensed amount and the calculated count on hand is appropriately decremented. To maintain accurate inventory, we have the ability to transfer immunizations,	

		for example from one funding source to another or location to location, and indicate vial destroyed if patient refuses or vial dropped. The inventory turns red when it's about to expire or be depleted and needs to be reordered. Additionally, there are numerous reports, both canned and ad-hoc, for you as well. Patagonia Health can pull immunization guidelines from CAIR if they support it.	
	15) Support for 340B? If so, does the product determine 340B eligibility?	Yes, and yes	
	16) TB testing tracking?	Yes, we offer a comprehensive TB App which is designed and developed for health departments for clinical documentation of patients in TB treatment. The App has the complete workflow of a LTBI or Active TB treatment and allows the user to chart the following: - Epidemiological assessment record - Lab and x-ray orders and results - Physician medication orders - Sputum collection records - Record of TB contacts - Patient education - Monthly medication dispensing records - Directly observed medication therapy records - Monitoring drug reactions - Flow sheet to capture visit details	
	17) Customizable screens with ability to have multiple patients open at once?	Our apps-based system allows users to download only the apps they need for their role within the	

		health department. Users can arrange the apps on their screen to match their workflow. This creates a customized, clutter-free appearance for the user. Users can only have one patient's chart opened at a time. Unfinished notes will get/can be saved and stored on the users dashboard to complete at a later time.	
	18) Patient invoicing/receipts? Ability to receive payments and provide accounts receivable reports?	Yes, you will be able to print off invoices and receipts for patients. Yes, our robust billing app will allow you to receive and document all payments and provide account receivable reports. The system can run a large number of billing/financial reports for you.	
	19) The ability to calculate sliding scales for patient payments?	Yes, you can have a different sliding fee scale for each program you offer.	
	20) Direct MediCal (Medicaid) and Partnership (managed care plan) billing (835/837)?	Yes.	
	21) Direct private insurance billing?	Yes, our clearing house connects to over 5,000+ payers nationwide.	
	22) The ability to invoice a third party? (example: a local business sends many employees to get TB testing and is paying for that testing)	Yes. We can set up the business as a payor for each employee they send in.	
	23) The ability to work with third party credit card vendors? Humboldt county is under contract with a credit card vendor (Official Payments).	Patagonia Health does not process credit card payments. However, you can enter all patient transactions, including third party credit card payments into the patient ledger.	
	24) Robust reporting options including: financial reporting; patient/population reporting; canned reports; and customizable reports?	Yes, Patagonia Health has a very robust, easy-to-use report writer for real-time reporting. We offer pre-built, public health specific reports and ad-hoc reporting. Simply select one of our pre-	

		defined reports or create your own report using our ad-hoc reporting. Our Ad-hoc reporting is very easy-to-learn and use. Your staff members that run reports will be thoroughly trained by Patagonia Health. Ad-hoc reports can be run by non-IT users without any SQL knowledge. **If you do have difficulty running a report, we can help by contacting our customer support. At no additional charge, one of our reporting experts will help you generate the report you need.** All reports can be exported into Excel/CSV and/or PDF and can be saved for future use.	
	25) Custom report creation? Can DHHS-PH create the reports? If not, what is the cost and methodology for creating custom reports?	Yes, please see above response.	
	26) Ability to bill for environmental services performed in our lab (oyster testing, blood lead testing – outside of clinical services)?	Yes, some of the environmental services can be billed by adding these transactions directly on the financial ledger as custom transactions.	
	27) A physical therapy or occupational therapy module for the Medical Therapy Unit (MTU)? The MTU works with children. Is your program able to handle that?	Patagonia Health does not have a specific PT or OT module at this time.	
	28) The ability to make customizable forms? If so, is there an additional cost, initial or ongoing?	Patagonia Health is deployed in approximately 22 states and over 150 health departments nationwide. We have a large library of clinical templates for you to use or, as part of our implementation process, we can develop custom templates specific for your state or county at no additional charge.	

	29) The option to create bulk mailing letters?	Reminders can be sent to clients using the bulk reminders in the Communicator App. These reminders will be sent out by SMS, voicemail or email. For eg . annual flu shot reminders can be sent electronically from the system.	
	30) Support for secure email or SMS client communication?	Yes, through our Communicator App.	
	Please provide the product roadmap and product lifecycle for the solution. Are you under continuous development?	Patagonia Health EHR is under continuous development to meet customer requirements. Business Analysts review customer requirements, collaborate with the users to design features that match user workflows. Federal, State and Local Government regulations drive clinical and reporting enhancements. Patagonia Health EHR is updated every 6 weeks, so that all users have the latest features and any bug fixes. All features developed are backward compatible, so any data entered in the EHR is always available to the users. Product roadmap is a combination of user requirements, regulation and technology updates. A brief list of features being planned for 2019-2020 - Advanced mobile application features - Support for offline access to clinical data - Reporting enhancements - Advanced time and effort tracking	
Security			
	Is the solution Federally HIPAA and California Compliant?	Yes.	
	Are you willing to sign a Business Associate Agreement?	Yes, we include a BAA in our Sales Agreement.	
	Are the data centers utilized by the solution located in the	Yes. This is required for HIPAA compliance.	

	continental US? If not, where are they located?		
	Will Humboldt's data be contained solely within the continental US?	Yes. See above answer.	
	Does the solution have role-based security?	Yes, role-based access controls will be established during the implementation process for you. Roles are managed within the SaaS application itself; they can contain individual user accounts, as well as user groups. Individual user accounts and groups can be assigned several different roles as required by Humboldt County. Practice Administrators can manage role access.	
	Does the solution have HIPAA compliant audit tracking logs that identify users based on if they have looked at a record and/or modified a record? Does it have the ability to flag certain records as highly confidential and track access?	Yes. Patagonia Health is a federally certified system. It meets the requirements of audit trails and logging user activity through the system. These audit reports are available to the user. Patagonia Health EHR can track patients with care teams and confidential access. Break the glass capability is optional providing emergency access to patient records.	
	Have you ever experienced a security breach?	No.	
Data Transfer			
	Can you migrate data from the current EMR (NetSmart-Insight)? If so, what is the estimated cost?	Yes, we have already migrated many customers from Netsmart Insight over to Patagonia Health EHR. As part of the implementation process, Patagonia Health will migrate customer provided patient demographic data which is included in our fee. Select clinical data can also be migrated for an additional cost. Please refer to the attached data migration document.	

	Have you had previous success in transferring from Netsmart Insight to your product?	Yes, we have had a tremendous amount of Health Departments transition from Netsmart Insight to Patagonia Health. We had 15 health departments in Michigan alone transfer to Patagonia Health over the past 2 years.	
	What data would be transferred? What data would NOT be transferred?	Patient demographics and clinical data, as well as data imported from the Immunization Registry, can be migrated into Patagonia Health EHR. Data migrated into the new EHR is determined by the customer, keeping in mind that some data comes with additional costs. Information on patient appointments and billing data will not be migrated into the new EHR.	
Implementation			
	What is the timeline for implementation from the date of purchase?	Typical implementation time frame is between 4 to 6 months.	
	What are the main challenges you face implementing your product?	Generally speaking, the implementation process is a smooth one, as Patagonia Health has a proven phased approach to implementation. Coordinating with third parties for potential interfaces, as an example (e.g. labs or HIE), can be challenging at times as it is not in our control to keep it on schedule. California is not a new state and would likely not face many challenges that occur in states that do not already have Patagonia Health deployed.	
	Will there be on-site representatives during initial implementation? If so, is there an additional cost for this?	Patagonia Health's training and implementation staff will be on-site for training and go-live support. This will be included in your sales agreement.	

	Do we receive additional support during implementation?	Yes. Each project is assigned a project manager and dedicated trainer(s) that walk you through the process both remotely for calls and meetings, and for on-site training and go-live events.	
Estimated Cost			
	Estimate of scoped requirements? Users listed above. Please include pricing structure. (example: per provider, per user, concurrent user, etc.)	We have included in this RFI a Pricing Narrative and a Sales Agreement to help explain/clarify our pricing. Patagonia Health has given you 2 months free, so, your monthly invoiced payment of $1,100 will start on the 1st day of the 3rd month. You will be responsible to pay $45,040 upfront at execution of the Sales Agreement. This upfront payment includes system set up, on-site training and first month subscription fee. Patagonia Health pricing is derived from 1) Number of users (Full-Time and Part-Time). 2) Optional Apps. 3) Interfaces. 4) Custom Development.	
	Is there anything listed that would require an additional or third-party purchase to meet the requirements outlined in this RFI?	No, per the RFI. On page #13 of the Sales Agreement are optional items that may be of interest to your health department. These items are not included in our price because they were not part of your RFI. These items can be added for the listed extra price, by initialing. The "Immunization Barcode Scanning Software" would require the health department to purchase the barcode scanner and the "Patient ID Scanner Feature" would require the health department to purchase the ID scanner separately. Patagonia Health would provide your with the make and model numbers for both items.	

	What is your annual maintenance?	Your monthly fee is $1,110.00. This includes unlimited customer support and all EDI fees. Your monthly fee will increase by either 4% or US CPI whichever is higher on the signing of this Sales Agreement anniversary date.	
	If multiple tiers, what is included in each tier? (example: standard, premium, enterprise)	N/A	
	Are there additional costs beyond base maintenance fees, initial and ongoing, associated with any of the requested features in this RFI?	No additional cost. We try to make our pricing as simple as possible for our customers. You will be responsible to pay at signing a one-time fee of $45,040.00 for set-up, training and first monthly subscription fee. Then your monthly fee of $1,110.00. This monthly fee doesn't vary which allows your health department to budget more efficiently. The only time this monthly fee can change is if purchase an additional app or would like additional custom development.	
	Discount offered for multi-year contract?	N/A	
	Other discounts available?	On page #12 is "Payment Schedule Options". Payment "Option A" is self-explanatory. In payment "Option B", Patagonia Health is offering a 2% discount (-$1,100.60) if the County of Humboldt Department Health and Human Services Public Health Branch pays all first year and then each subsequent annual payments in full.	
	What is the expected product lifecycle?	Patagonia Health software as a Service (SaaS) allows us to respond quickly to meet user needs. Based on user feedback, Patagonia Health provides frequent software updates. Each software release includes suggested enhancements, bug	

| | | fixes, new features, and regulatory compliance updates. Patagonia Health System is updated every 6 weeks on Sunday morning except over the Christmas holiday season. The release schedule of the year is published on the support portal. Users are notified few days before the upgrade on the login page about the upcoming upgrade. A draft of the release notes with details of the enhancements are sent to the users on Wednesday before the release. The final release notes are sent to the users after the upgrade on Monday morning via email lists. The release notes also appear on a pop-up window after the user logs in. | |
| | What is your licensing model and prices? | Patagonia Health pricing is derived from 1) Number of users (Full-Time and Part-Time). 2) Optional Apps. 3) Interfaces. 4) Custom Development. | |

Attachments

The following attachments are sent as separate files via email. These are all confidential and support the answers we are providing for your RFI.

1. Data Migration Summary document
2. Pricing Narrative
3. Sales Agreement

PatagoniaHealth

Sales Agreement

Presented to

Humboldt County Public Health-CA
8/16/2019

Presented by

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204
Cary, NC 27513

Contact
Jason Suter
O: (919) 439-1251
jason@patagoniahealth.com

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective as of this the _____ day of _____ , 2019 ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, County of Humboldt Health and Human Services Public Health Branch, located at 529 I Street, Eureka, California 95501 ("Client" or "Subscriber").

HIPAA BUSINESS ASSOCIATE AGREEMENT

WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

1. Definitions
Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements
1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.

2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.

3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.

4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.

5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.

6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.

7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.

8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.

10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.

11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate
Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.

2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 42 CFR Part 164.504 (e)(2)(i)(B).

4. The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.

4. Term and Termination

1. <u>Term</u>. The Term of the obligations this HIPAA Business Associate Agreement shall become effective on the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.

2. <u>Termination for Cause</u>. Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

1. <u>Regulatory References</u>. A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

2. <u>Amendment</u>. The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.

3. <u>Interpretation</u>. Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

SUBSCRIBER SERVICES AGREEMENT

<u>Introduction</u>: Vendor has developed a subscription service as described herein (the "Service") which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the "Records") within the Vendor Electronic Medical Record / Practice Management System Software (the "Software") through Vendor's secure network (the "Network") using the Vendor database repository (the "Repository"). Subscriber is an Organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the "Parties") desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Service Provisions</u>

1.1 <u>Software</u>

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.

2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.

1.2 <u>Internet Connection</u>

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 <u>Service</u>

During the term of this Agreement, in consideration of Subscriber's payment of the appropriate fees as set forth on the Order Form and Subscriber's compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.

2. Vendor shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.

3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.

4.   Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1.   Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.

2.   Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.

3.   Vendor shall be responsible for maintaining only the current and next most current release of the Software.

4.   Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via automatic bank debit. Subscriber will provide necessary details on Debit Authorization Form. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

3. Limited Warranties

3.1 Vendor Warranties

Vendor warrants to Subscriber:

1.   That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.

2.   That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.

3.   That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

3.2 Subscriber Warranties

Subscriber warrants to Vendor:

1.   That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.

2.   That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to

individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

4. Disclaimers

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

5. Intellectual Property

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

6. Confidentiality

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. Subscriber consents in advance to the use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

7. Term and Termination

This Agreement shall be in effect for an initial five year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent five-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

8. Limitation of Liability

In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages. except for each party's indemnification obligations herein, each parties rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber's payment obligations pursuant to this agreement, in no event shall either party's liability in connection with or arising out of this agreement or the services exceed the service fees for three (3) month paid to Vendor by subscriber prior to the date the claim arose. Subscriber shall indemnify Vendor and hold Vendor harmless against any and all claims, demands, actions, or causes of action arising from, related to, or alleging negligence or other wrongful conduct in the diagnosis or treatment of any patient.

8.1 <u>Insurance</u>: During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY

Workmen's Compensation and Employer's Liability

Workers' Compensation   AS REQUIRED BY STATUTE

Employer's Liability $100,000 bodily injury for each accident
$100,000 each employee for disease
$500,000 disease aggregate

Commercial General Liability

Bodily Injury $1,000,000 each occurrence
$2,000,000 aggregate

Comprehensive Automobile Liability

Combined Limit $1,000,000

Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury

$5,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

9. General Provisions

9.1 <u>Assignment</u>

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets. Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

9.2 <u>Force Majeure</u>

Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Arbitration and Governing Law

All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and finally decided by mandatory and binding arbitration to be conducted in Wake County, North Carolina in accordance with the Arbitration Rules of the American Arbitration Association currently in effect as of the date of filing of any claim for arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflicts of law principles.

9.4 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

9.5 No Agency

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.6 Waiver

No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.7 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.8 Survival

The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

9.9 Entire Agreement

This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.

ORDER FORM

Term: ORDER FORM

This Agreement will run for an initial term of five (5) years from the Service Effective Date. All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher. All payments made are non-refundable. Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system. All professional service fees, after first year, charged at the then current rate.

Marketing: Client provides permission for use of Client's name in Vendor's marketing material including videos and case studies.

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Includes: Named Users Includes: Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system. Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. No separate or additional charge for meaningful use certification upgrade. Web based (Software as a Service Saas) EHR eliminates the need for cost and maintenance of servers on customer premises. Includes Electronic Prescription (Surescript gold certified), no separate or additional per provider charges Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges. Includes upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades Patient portal (meaningful use compliant), no separate or additional charges for users Secure Messaging (staff to staff and agency to patient).	16	Included	Included
System Setup and Configuration: Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need.		Included	NA
Data Migration: Import of customer provided Patient Demographic data.		Included	NA
Data Migration: Import of customer provided select Clinical data		Included	NA
Interface: CA. State Immunization Registry (CAIR).		Included	Included

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Interface: Quest Lab: (Results Only).		Included	Included
Immunization Inventory App. (vaccine tracking and inventory management).		Included	Included
Pharmacy App. (Designed for local health departments to automate medication dispensing, tracking, audit and inventory control).		Included	Included
Communicator App. (Automated patient appointment reminders via text, voice and/or email).		Included	Included
# of Onsite Training Days (All Others not NC or MD) (Note: Days quoted are per person days).	4	Included	NA
Training (Videos): Unlimited, on-demand, access by each user to built-in training videos.		Included	NA
Remote Training via Web Meeting. Includes 8 hours base. Additional hours sold in 2-hour increments (4 hours min) at $100/hour.		Included	NA

Total Payments	
1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date.	$1,340.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up ($24,820.00) + Training ($10,000.00) + first monthly subscription fees (1 * $1,340.00/month) = $36,160.00.	$36,160.00

5-Year Price:

Payments	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	$48,220.00	$16,723.20	$17,392.13	$18,087.81	$18,811.33	$119,234.47

PAYMENT SCHEDULE OPTIONS:

OPTION A *(Payment Terms):*   Initial to Accept Option A: _____

(a) Upfront Payment (implementation, training and first month's payment): $36,160.00

(Due within 30 days of contract date)

(b) Ongoing Monthly. First 2 months free. Each monthly Payment: $1,340.00

(c) Total First Year Payments ($36,160.00 + 9 * $1,340.00):   **$48,220.00**

OPTION B *(All Annual Payments, each year, paid in advance):*   Initial to Accept Option B: _____

(a) Total Year 1 Contract Amount: $48,220.00
(b) Discount on only first year total payment (2%)   - $964.40

(c) Total Payment after discount for Year 1:   **$47,255.60**

(Due within 30 days of invoice/contract date)

Optional Items: Initial to Purchase

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee	Initial to Purchase
Interface: Quest Lab: (Results & Orders).		$5,000.00	$75.00	
Interface: Health Information Exchange - North Coast Health Improvement and Information Network (NCHIIN).		$7,500.00	$125.00	
Interface: Apollo LIMS via standard HL7: (Results Only).		$7,000.00	$100.00	
Interface: Apollo LIMS via standard HL7: (Results and Orders).		$3,000.00	$50.00	
Custom Development: Results Only Interface to Apollo LIMS via standard HL7 for Lab Services Provided by Health Department for Local Hospital. This is for billing though Patagonia Health.		$15,000.00	$100.00	
Immunization Barcode Scanning Software. (Barcode Scanning Software to support Immunization Inventory App. Increase speed and accuracy of immunization inventory). Barcode Scanner to be purchased separately by the Health Department.		$3,000.00	$50.00	
Electronic Patient Consent Forms with Editor Tool. (Allows patients to sign all of your county's consent forms electronically. Patagonia Health will setup the initial 5 consents provided during implementation and train you to use the consent editor tool, allowing for unlimited number of patient consents to be generated).		$2,000.00	$150.00	
Electronic Fax. (Allows for paperless inbound faxes with quick and easy outbound faxing. Unlimited number of fax pages) (Price is per 1 fax line)		$700.00	$70.00	
Institutional 837i (UB 04) Billing. (per rendering NPI).		$500.00	$100.00	
Patient ID Scanning Feature. Directly scan patient driver license and/or insurance card information into patient demographics (Scanner to be purchased by the Health Department) (Monthly price is per scanner).		$500.00	$60.00	

NOTES:
Pricing of optional items is guaranteed for 12 months from contract signing and can be added at any time.

ACH PREAUTHORIZED PAYMENTS (DEBITS)

Starting from date _____/_____/ 2019, I hereby authorize Patagonia Health Inc.   to initiate debit entries or such adjusting entries, either debit or credit which are necessary for corrections, to my Checking _____Or Savings _____ account indicated below and the financial institution named below to credit (or debit) the same to such account.

_____

FINANCIAL INSTITUTION NAME   CITY, STATE

_____

TRANSIT/ROUTING NUMBER   ACCOUNT NUMBER

I understand that this ACH authorization will be in effect until I notify my financial institution in writing that I no longer desire ACH, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 45 days after posting.

_____

NAME

_____

PRACTICE NAME

_____

SIGNATURE   DATE

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Vendor (Patagonia Health, Inc.)

Signature:

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

Client

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

FORM INSTRUCTIONS

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 202, Midenhall Way, Cary, NC 27513
   (Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)

Please call your representative with any question.

Patagonia Health Demonstration Agenda

August 5th, 2019

1 p.m. – 4 p.m. PDT

CWC Conference Room

908 7th Street, Eureka

Overview:

Thank you for offering this demonstration. Below is a detailed agenda of the functions we would like to see demonstrated. Please do not hesitate to ask if you have any questions regarding our requests. Additionally, we are requesting an official quotation based on the discussed scope in the demo submitted via email at PHFiscal@co.humboldt.ca.us by August 26, 2019. If you have any questions regarding the scope or position details, contact Jessica Bradbury by phone at 707-441-5433 or by email at PHFiscal@co.humboldt.ca.us.

Presenters:

Jason Suter

Attendees:

Lara Weiss, Olivia Wilder, Jeremy Corrigan, Megan Blanchard, Hava Phillips, Michele Harrison, Lara Zintsmaster, Jessica Bradbury, Roger Kreutz

Agenda:

Time	What	How	Who
1:00 – 1:15	Overview and Introductions	Presenters and Attendees	**Jessica**
1:15 – 1:30	Home Screen	Overview of the Home Screen - Functions, Layout, Display - How to get to Patients/Encounters - How to get to Billing	**Presenters**
1:30 – 1:45	Patient/Provider Scheduling	- Review Provider Scheduling - Review Patient Scheduling and Reminder functions - Please show us how to access daily clinic schedule	**Presenters**
1:45 – 2:00	Immunizations and Inventory	Please show us the location and functionality of the immunization inventory - How is it maintained when we receive a new batch of immunizations?	**Presenters**

		- Does it automatically reduce when one is used in a patient encounter? - Please show us how to print a patient immunization record - Please show us how to update CAIR (California Immunization Registry)	
2:00 – 2:20	Use Case #1 – TB Testing	See Use Case #1 for details (attached) - Hava to answer questions regarding case	**Presenters/ Hava**
2:20 – 2:50	Use Case #2 – MTU Physical/ Occupational Therapy	See Use Case #2 for details (attached) - Michele H. to answer questions regarding case	**Presenters/ Michele H.**
2:50 – 3:10	Use Case #3 – Billing	See Use Case #3 for details (attached) - Olivia/Jessica to answer questions regarding case	**Presenters/ Olivia/Jessica**
3:10 – 3:30	Reporting	- Review of canned reporting - Review of ad hoc reporting - Example: Please show us how to run a report that shows how many doses of MMR we gave in one month, and a report that shows how patients were treated for syphilis in 2018.	**Presenters**
3:30 – 3:40	Lab Clinical Billing	Please explain/demonstrate if and how your solution can handle our clinical lab billing component. Example: Local hospital takes a sample from a patient and sends to our PH Lab for blood lead testing. We would like to electronically send the patient and financial information to the PH Clinic software for the PH Lab software to bill the patient/Medicaid for the testing.	**Presenters/ Jeremy/ Jessica**
3:40 – 3:50	Security	IS Representative – Any questions/concerns?	**Presenters/ IS Rep**
3:50 – 4:00	Closing	Final Questions/Wrap Up	**All**
180 min			

CureMD Demonstration Agenda

August 6th, 2019

9 a.m. – 12 p.m. PDT

CWC Conference Room

908 7th Street, Eureka

Overview:

Thank you for offering this demonstration. Below is a detailed agenda of the functions we would like to see demonstrated. Please do not hesitate to ask if you have any questions regarding our requests. Additionally, we are requesting an official quotation based on the discussed scope in the demo submitted via email at PHFiscal@co.humboldt.ca.us by August 26, 2019. If you have any questions regarding the scope or position details, contact Jessica Bradbury by phone at 707-441-5433 or by email at PHFiscal@co.humboldt.ca.us.

Presenters:
Bill Adsit

Attendees:
Lara Weiss, Olivia Wilder, Jeremy Corrigan, Megan Blanchard, Hava Phillips, Michele Harrison, Lara Zintsmaster, Jessica Bradbury, Roger Kreutz

Agenda:

Time	What	How	Who
9:00 – 9:15	Overview and Introductions	Presenters and Attendees	**Jessica**
9:15 – 9:30	Home Screen	Overview of the Home Screen - Functions, Layout, Display - How to get to Patients/Encounters - How to get to Billing	**Presenters**
9:30 – 9:45	Patient/Provider Scheduling	- Review Provider Scheduling - Review Patient Scheduling and Reminder functions - Please show us how to access daily clinic schedule	**Presenters**
9:45 – 10:00	Immunizations and Inventory	Please show us the location and functionality of the immunization inventory - How is it maintained when we receive a new batch of immunizations?	**Presenters**

		- Does it automatically reduce when one is used in a patient encounter? - Please show us how to print a patient immunization record - Please show us how to update CAIR (California Immunization Registry)	
10:00 – 10:20	Use Case #1 – TB Testing	See Use Case #1 for details (attached) - Hava to answer questions regarding case	**Presenters/ Hava**
10:20 – 10:50	Use Case #2 – MTU Physical/ Occupational Therapy	See Use Case #2 for details (attached) - Michele H. to answer questions regarding case	**Presenters/ Michele H.**
10:50 – 11:10	Use Case #3 – Billing	See Use Case #3 for details (attached) - Olivia/Jessica to answer questions regarding case	**Presenters/ Olivia/Jessica**
11:10 – 11:30	Reporting	- Review of canned reporting - Review of ad hoc reporting - Example: Please show us how to run a report that shows how many doses of MMR we gave in one month, and a report that shows how patients were treated for syphilis in 2018.	**Presenters**
11:30 – 11:40	Lab Clinical Billing	Please explain/demonstrate if and how your solution can handle our clinical lab billing component. Example: Local hospital takes a sample from a patient and sends to our PH Lab for blood lead testing. We would like to electronically send the patient and financial information to the PH Clinic software for the PH Lab software to bill the patient/Medicaid for the testing.	**Presenters/ Jeremy/ Jessica**
11:40 – 11:50	Security	IS Representative – Any questions/concerns?	**Presenters/ IS Rep**
11:50 – 12:00	Closing	Final Questions/Wrap Up	**All**
180 min			

eClinicalWorks Demonstration Agenda

August 20th, 2019

12 p.m. – 2 p.m. PDT

CWC Library

908 7th Street, Eureka

Overview:

Thank you for offering this demonstration. Below is a detailed agenda of the functions we would like to see demonstrated. Please do not hesitate to ask if you have any questions regarding our requests. Additionally, we are requesting an official quotation based on the discussed scope in the demo submitted via email at PHFiscal@co.humboldt.ca.us by August 26, 2019. If you have any questions regarding the scope or position details, contact Jessica Bradbury by phone at 707-441-5433 or by email at PHFiscal@co.humboldt.ca.us.

Presenters:

Wayne Moore

Attendees:

Lara Weiss, Olivia Wilder, Jeremy Corrigan, Megan Blanchard, Hava Phillips, Michele Harrison, Lara Zintsmaster, Jessica Bradbury, Roger Kreutz

Agenda:

| Time	What	How	Who
12:00 – 12:10	Overview and Introductions	Presenters and Attendees	**Jessica**
12:10 – 12:25	Home Screen	Overview of the Home Screen - Functions, Layout, Display - How to get to Patients/Encounters - How to get to Billing	**Presenters**
12:25 – 12:40	Patient/Provider Scheduling	- Review Provider Scheduling - Review Patient Scheduling and Reminder functions - Please show us how to access daily clinic schedule	**Presenters**
12:40 – 12:55	Immunizations and Inventory	Please show us the location and functionality of the immunization inventory - How is it maintained when we receive a new batch of immunizations?	**Presenters**

		- Does it automatically reduce when one is used in a patient encounter? - Please show us how to print a patient immunization record - Please show us how to update CAIR (California Immunization Registry)	
12:55 – 1:15	Use Case #1 – TB Testing	See Use Case #1 for details (attached) - Hava to answer questions regarding case	**Presenters/ Hava**
1:15 – 1:35	Use Case #3 – Billing	See Use Case #3 for details (attached) - Olivia/Jessica to answer questions regarding case	**Presenters/ Olivia/Jessica**
1:35 – 1:45	Reporting	- Review of canned reporting - Review of ad hoc reporting - Example: Please show us how to run a report that shows how many doses of MMR we gave in one month, and a report that shows how patients were treated for syphilis in 2018.	**Presenters**
1:45 – 1:50	Lab Clinical Billing	- Please explain/demonstrate if and how your solution can handle our clinical lab billing component. Example: Local hospital takes a sample from a patient and sends to our PH Lab for blood lead testing. We would like to electronically send the patient and financial information to the PH Clinic software for the PH Lab software to bill the patient/Medicaid for the testing.	**Presenters/ Jeremy/ Jessica**
1:50 – 1:55	Security	IS Representative – Any questions/concerns?	**Presenters/ IS Rep**
1:55 – 2:00	Closing	Final Questions/Wrap Up	**All**
1hr Scope Call 8/26/19 8am-9am	Use Case #2 – MTU Physical/ Occupational Therapy	See Use Case #2 for details (attached) Michele H. to answer questions regarding case	**Presenters/ Michele H.**
180 min			

Use Cases:

Case	Description
Use Case #1 – TB Testing	1. Please show us how to schedule an appointment for a non-established patient in a clinic with multiple providers for a TB test. 2. Please show us how to access today's full clinic schedule (all providers). 3. Please show us how to enter an encounter and chart for a TB test including looking up the ICD-10 and CPT codes. 4. Exit the patient. Please show us how to search for the existing patient including what parameters are needed and/or available to search by.
Use Case #2 – MTU Physical/ Occupational Therapy	1. Please show us a patient encounter template for an occupational therapy evaluation for a child under the age of 1 with a diagnosis of spina bifida and the report it generates. 2. Please show us a patient encounter template for a physical therapy evaluation for the same child in #1 and the report it generates 3. Please show us a daily encounter template for physical therapy for a child 10 years old with a diagnosis of cerebral palsy. 4. Please show us an evaluation template for occupational therapy for a 20 year old with a spinal cord injury. 5. Is there a capability to track statistics? Example- number of visits attended and missed.
Use Case #3 – Billing	1. Please use the encounter from Use Case #1. 2. Please show us how set up insurance, Medical/Medicare, and patient pay in the patient financials? 3. Please show us how to access the patient financial ledger. 4. Please show us how to bill private insurance. 5. Please show us how to bill Medical including 835 and 837 capabilities. 6. Please show us how to post a patient payment. 7. Please show us how to run an accounts receivable aging report for patient balances due.
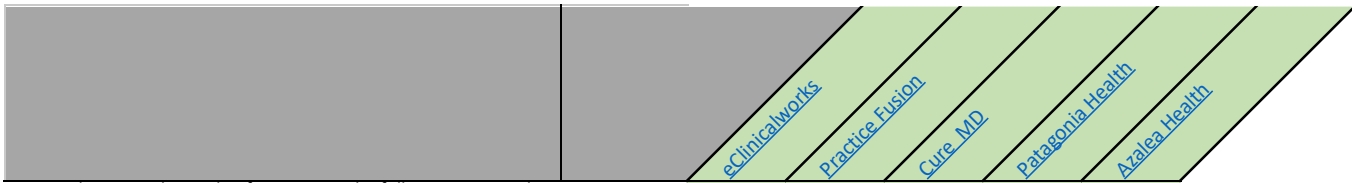
Rate each item with a scale of 1 - 5 using the following as a guide:
1 = Does not meet requirements, 3 = Addresses somewhat, 5 = Meets requirements well.

RATER NAME:

	eClinicalworks	Practice Fusion	Cure_MD	Patagonia Health	Azalea Health
HIPAA / California Compliant	15		15	15	15
Will sign Business Associate Agmnt	15		15	15	15
Offers training at implementation	20		11	20	14
Offers ongoing training	20		11	18	15
Customer Service	20		16	20	21
CAIR Interface	15		10	15	13
Quest Diagnostics Interface	10		10	10	6
ApolloLIMS Interface	12		13	15	11
NCHIIN compatability	12		6	15	10
Capacity to interface if not	10		8	10	6
Ability to combine part-time users to as 1 FTE (cost)	11		14	14	15
Provider Scheduling	15		15	15	15
Patient records & charts	15		15	15	15
Patient visit notes, ability to add diagnoses/labs	17		16	17	17
Spell Check	15		15	15	15
Vitals	15		15	15	15
Allergies	15		15	15	15
Patient Portal	15		15	15	15
Medication research	15		15	15	2
Built-in ICD-10 codes	20		20	20	20
CPT Code table	15		12	15	15
Ability to make custom/miscellaneous CPT codes	13		13	15	10
Immunization Inventory Management & Schedule	15		15	10	15
340 B & Eligibility	10		8	10	10
TB testing tracking	10		10	9	10
Customizable screens/multiple patients open at once	10		10	6	10
Patient invoicing/receipts	10		10	10	10
Sliding Scale	10		10	10	10
Medi-Cal / Partnership direct billing (835/837)	20		20	20	19
Private Insurance Billing	15		15	14	15
Third Party Invoicing	15		11	15	13
Third Party Credit Card billing	15		5	11	12
Robust reporting	15		15	15	14
Ability to make custom reports	17		18	18	6
Clinic/WCDV/CCS Billing	11		11	11	11
Lab / Environmental Services Billing	15		10	9	9
Bulk mailing letter capacity	10		10	8	10
Support for secure e-mail or SMS client communication	15		15	15	15
Data centers located in US	20		20	20	16
Humboldt's data located in US	20		20	20	16
Role-based security	15		15	15	11
HIPAA compliant audit-tracking	15		10	15	10
No security breaches	20		20	20	20
Data Migration from Netsmart	14		8	15	5
Fits within budget (1st year: $56,000; following years are more flexible, but in the $30,000-$35,000 range)	5		5	5	5
Total:	652	0	586	640	567
	1		**3**	**2**	**4**

AVERAGE SCORES FOR ALL PARTICIPANTS

Weight (1-5)	1=bad, 5=good (Vendor Rating)	eClinical Works	Cure MD	Patagonia Health
	Demonstrations			
1	Demo Scenario 1	4.0	4.0	4.0
1	Demo Scenario 2	1.0	3.0	2.0
1	Demo Scenario 3	0.0	0.0	0.0
1	Overall Demo Score	3.3	4.0	4.3
	General			
1	Billing	4.0	3.0	5.0
1	Patient Scheduling/Records	4.0	4.3	4.3
1	Compatability/ Interfacing	3.4	4.2	4.6
1	Reporting	3.4	4.0	3.8
1	Privacy & Security	4.5	4.3	4.8
	Program Functionality			
1	Fiscal	4.0	4.0	5.0
1	Lab	4.0	4.0	4.5
1	Clinic	3.7	4.0	4.0
1	MTU	1.0	4.0	4.0
1	CCS/WCDV	3.0	3.0	4.0
	Training			
1	Training for Admins	2.0	3.2	4.4
1	Training for Staff	2.6	3.0	4.6
	Bottom Line			
1	Customer Service/ Meets PH needs	1.7	3.8	4.5
1	Price	1.3	4.0	3.8
	Totals	**50.8**	**63.9**	**71.7**