

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," the attached "Statement of Work," and the attached "Order Form," is effective as of this the ____ day of _____, 20__ ("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 Snohomish Health District ("Client" or "Subscriber") located at 3020 Rucker Ave, Suite 306, Everett, Washington 98201.

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; and

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

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

- e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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.
 - k. 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:
- a. 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.
 - b. 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.

- c. 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).
- d. 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

- a. Term. 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.
- b. Termination for Cause. 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

- a. 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.
- b. 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

- a. Regulatory References. 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.

b. Amendment. 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.

c. Interpretation. 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.

d. effective January 1, 2023, this Agreement and any and all rights, interests, or obligations incurred hereunder, shall be assigned to Snohomish County. Vendor acknowledges and consents to the assignment. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

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

SNOHOMISH HEALTH DISTRICT

PATAGONIA HEALTH, INC.

Shawn Frederick
Administrative Officer
Date:

Ashok Mathur
Chief Executive Officer
Date:

SUBSCRIBER SERVICES AGREEMENT

Introduction: 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. Services Provisions

1.1. Software

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

1.1.2. 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 (defined as Subscriber's personnel who are authorized by Subscriber in writing to Vendor) 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.

1.1.2, 1.1.3. Except as represented in this Agreement, all work products are provided "as is," and the Subscriber will have access to purchased functionality as it exists as of the date of contract execution. Any custom work requested beyond existing functionality will be charged, once approved by the Subscriber, at \$180/hr, plus a maintenance fee if applicable, or at the then prevailing rates. Vendor reserves the rights and final say on technical, architectural, functional, and process-related decisions as it relates to the solution. Vendor reserves the right to decline sharing of any sensitive or proprietary information related to the solution or organization. Such details include, but are not limited to, documentation of internal policies, procedures and processes, technical diagrams, product design, internal audits, internal performance metrics, and internal hardware and software details. Vendor reserves the rights and full control over Vendor's internal policies, procedures, and processes, including relationships with business partners and subcontractors.

1.2. Internet Connection

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. 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. Service

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 stated on the Statement of Work.

1.4. Support

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

- 1.4.1. 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.
- 1.4.2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
- 1.4.3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.
- 1.4.4. 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:

- 3.1.1. 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.
- 3.1.2. 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.
- 3.1.3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

3.2. Subscriber Warranties

Subscriber warrants to Vendor:

- 3.2.1. 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.

- 3.2.2. 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) months 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. Insurance

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

Worker's Compensation and Employer's Liability

Worker's Compensation	As required by statute
Employer's Liability	\$100,000 bodily injury for each accident \$100,000 each employee for accident or disease \$500,000 accident or disease aggregate

Commercial General Liability

Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
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Comprehensive Automobile Liability

Combined Limit	\$1,000,000
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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. Assignment

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. Provided, however, effective January 1, 2023, this Agreement and any and all rights, interests, or obligations incurred hereunder, shall be assigned to Snohomish County. Vendor acknowledges and consents to the assignment. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

9.2. Force Majeure

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 Snohomish 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 Washington without regard to its conflicts of law principles.

9.4. Notices

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address:

Attn: Shawn Frederick
Snohomish Health District
3020 Rucker Ave, Ste 306
Everett, WA 98201

Attn: [Name of Officer 1, Co-Founder and President, or
[Name of Officer 2], Co-Founder and President of Operations
Patagonia Health
[Street Address of Contractor]

[Name of City], [Name of State] [Identification of Zip Code] Attn: Ashok Mathur, CEO and
Founder
Patagonia Health
15100 Weston Parkway, Suite 204
Cary, NC 27513

Notices shall be effective upon receipt.

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 4-9.

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.

9.10. Amendment

This Agreement may be amended or revised only in writing and signed by all parties.

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

SNOHOMISH HEALTH DISTRICT

PATAGONIA HEALTH, INC.

Shawn Frederick
Administrative Officer
Date:

Ashok Mathur
Chief Executive Officer
Date:

Nikki Thompson
District Attorney

STATEMENT OF WORK

This Statement of Work ("SOW") is made part of and incorporated by this reference into the Subscriber Services Agreement (the "Agreement") entered into by and between the Snohomish Health District (the "District"), and Patagonia Health (the "Contractor").

NOW, THEREFORE, it is hereby understood and agreed that all Work will be pursuant to the provisions, terms and conditions of this SOW, the Agreement, and in accordance with the specifications set forth herein.

1. **Definitions**

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

1.1. "Acceptance" and "Accepted"

This shall mean that: (i) the Work and/or Deliverables substantially satisfy the functions and Specifications agreed to by both Parties and as described herein; and (ii) the Work and/or Deliverables shall be deemed delivered and acceptable by the District, following completion of any acceptance testing with written acknowledgement from the District testifying of acceptance if applicable, after the rendering of Work and the delivery of Deliverables as described in this Statement of Work and the Agreement.

1.2. "Installation"

This means any work tasks and installation services provided by the Contractor for Software and Support as described in a relevant Statement of Work.

1.3. "Support"

This means technical, maintenance and support services available from Contractor for any Products, Software, Installation and Work provided and/or performed by Contractor to District; accessible either: onsite in person, by telephone, remotely or online via the internet.

1.4. "Updates"

This means all minor releases of the Software in which minor modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, excluding version-to-version Upgrades, and are designated by a change in sub-version designation (e.g., from version 1.3 to version 1.4).

1.5. "Upgrades"

This means all major releases of the Software in which significant and/or substantial modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, and are designated by a change in version designation (e.g., from version 1.4 to version 2.0).

2. **Scope of Work Description**

The Contractor shall provide the District access to the Contractor's Patagonia Electronic Health Record (EHR) platform, through Contractor's secure network using the Contractor's database repository, which will allow District staff to chart, document, and bill client encounters and visits. The system complies with all HIPAA requirements and is a federally certified EHR that meets all the federal standards including, but not limited to, stringent privacy, security requirements, and clinical quality measures.

The implementation of the EHR software requires ongoing communication and status updates between the Contractor and the District. The Contractor shall consult with the District to develop the approximate project timeline and related tasks. The Contractor shall create an initial project implementation plan and will revise and enhance the plan as needed to suit the implementation schedule, with concurrence by the District. Each milestone shall be deemed complete upon acceptance by the District after conclusion of the District's review or testing.

3. **Contractor Roles and Responsibilities**

3.1. Contractor Requirements

The Contractor shall provide the following:

- A complete, end-to-end, client registration, electronic charting, billing, and reporting system.
- Best practices and recommendations for District process improvement within the Platform during implementation.
- An assigned Project Manager.
- Initial training for District's personnel who are authorized by the District in writing to Contractor in the use of the Software as it relates to the Services as set forth on the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Contractor. 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.
- Access to Patagonia training and reference materials.
- Solution that will empower District management to set different access levels to employees, turn functions on/off, and see real-time performance stats without needing approval/action from the Contractor.
- A HIPAA-compliant system that also meets all federal standards.
- Services for subscriber's personnel who are authorized by Subscriber in writing to Contractor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form.
- Initial Contractor Deliverables.
- A primary point of contact to act as Project Manager ("CPM") and work with Snohomish District's Project Manager ("SCPM"), or other designated representative.
- Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to District and shall be subject to District's approval. District may direct the Contractor to remove or reassign any staff that the District determines to be unqualified or unsuitable; however, District's right to do so does not implicate District as party to Contractor's obligations in the SOW.
- Reports- Weekly and/or monthly status reports as required by SCPM.
- 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).
- 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.
- Data Migration: Import of customer provided Patient Demographic data.
- Data Migration: Import of customer provided select Clinical data
- Interface: Washington State Immunization Registry.
- Interface: LabCorp
- Mass Vaccination App.
- Contactless Patient Experience App.
- Immunization Inventory App.
- Immunization Barcode scanning software.
- Electronic Patient Consent forms with editor tool included.
- Pharmacy App.
- Communicator App.
- Electronic Fax.
- Patient ID Scanning Feature - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer).
- Two Factor Authentication.

3.2. Contractor Tasks and Responsibilities:

- Conduct project kickoff with the District.
- Develop a project schedule, which includes all tasks required by the District for configuration, [security, network connectivity, workstation modifications,](#) interface development, data conversion, ~~and~~ operations and maintenance, [and any supporting hardware and IT guides need.](#)
- Ensure adherence to the project scope, schedule and budget.
- Manage risk, including notifications to the District's Project Manager within 24 hours – via email or phone – when the project scope, schedule or budget may be impacted, as well as providing mitigation plans.
- Management and planning of work activities including:
 - system design and installation;
 - system configuration;
 - data conversion and migration;
 - testing and quality assurance;
 - administrator and end-user training; and

- Go-live support.
- Coordination of Contractor's resources, work sessions, and training (in-person or online/phone).
- Track project issues using mutually agreed upon tracking system (e.g., SharePoint, Excel, etc.)
- Provide written status reports, which include schedule updates, all reported issues and their statuses, [bi-weekly](#) [or as needed](#) via email.
- Be available for status calls as requested by District.
- Provide monthly updates to steering committee via in person or online meeting as requested by the District.
- All additional tasks required to achieve the results specified herein.

4. Health District Roles and Responsibilities

4.1. Responsibilities of the District.

A complete list of District's obligations under this SOW is set forth below. All other work, resources, personnel, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

District to provide:

- Single point of contact from District to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or other designated representative.
- Sufficient workspace, internet connections and telephone access to Contractor employees that are required to provide or perform Work at a District facility.

4.2. District Tasks and Responsibilities

- There will be no deviations from the agreed to contracted scope of work. Any required changes will be discussed, agreed to and tracked.
- Client will meet or exceed all documented timelines per agreed upon plan.
- Client will meet or exceed delivery and completeness of all expected deliverables as documented per agreed upon plan.
- Client team, staff, users will be available for all required project meetings, tasks, training, etc. as per documented plan.
- Client will be expected to be responsible for leading a number of project tasks, including but not limited to; assistance for data extraction, verifying and finalizing data for migration, facilitating any and all third-party arrangements (registries, labs, current vendors, etc.), or as otherwise defined in the associated documents provided.
- A more specific project-related list of expectations and assumptions will be provided with the final, personalized implementation project plan.
- Review and provide formal written approval of the following plans and documentation: Project Schedule, [System Architecture](#), [Technical Specifications](#), Test Plan, Training Plan, Data Migration Plan, [and](#) Validation Plan, ~~and System Documentation~~. The District's right to approve or reject these items does not implicate the District as party to the Contractor's obligations.
- System testing in accordance with approved Test Plan.
- Review and provide formal written approval of work performed under milestones.

5. Support

- 5.1. Help desk support is provided during the hours of 8:00 am to – 5:00 pm EST with contractor's recognized holidays excluded.
- 5.2. 24/7 on-demand support portal within the application, a customer support email, and knowledge-based embedded how-to videos.
- 5.3. Contractor 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 the District or County failure to maintain the most up-to-date anti-virus software.
- 5.4. Self Help (Video, Knowledgebase, and Recorded Webinars/Training): Contractor shall provide a large library of self-help resources, including video tutorials, knowledgebase, and recorded webinars/training.

6. **Project Management.**

Snohomish District project management best practices will be observed, including District change control procedures and bi-weekly project status update meetings with the participating project team (Contractor/District). The District Project Manager and the Contractor will negotiate the acceptance level of project management oversight at the Kickoff Meeting.

7. **Project Completion Criteria**

The full solution supplied by the Contractor (including all hardware, software, custom configurations, training, and support agreements) has been installed or delivered to the District and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the District, and accepted through testing (at the discretion of the District).

8. **Rolling Estoppel**

District assumes responsibility for providing the resources as indicated in the SOW. District will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in District's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein District is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that District project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

9. **Ongoing User Engagement and Learning**

- 9.1. Patagonia offers an onsite regional user focus group that brings attendees from various counties together for a one-day, in-person session that focuses on advanced topics. These trainings are conducted with peers from nearby counties and health departments. Attendees learn tips and share best practices with others in an open discussion led by Patagonia Health experts.
- 9.2. Patagonia Health provides a vast library of online resources and training guides that can be accessed via the EHR system at any time. These resources cover all the important areas of the system and can be invaluable to our users for refresh, training new staff members, or quick reference look up. The table below summarizes numerous programs which help users and customers get more of the EHR.

Resources for User Learning and Engagement

Activity	Frequency
Support: Phone or EHR Support Button	Weekdays
Support: Self Help Videos	On-demand 24/7
Support: Self Help Knowledgebase	On-demand 24/7
Support: Self Help Recorded Webinars/Training	On-demand 24/7
Newsletters – User tips and detailed instructions, news and announcements, events and important dates	Monthly
Educational Webinars – Ongoing free education and specific topics (They cannot learn everything in the initial training)	2x Monthly
User Focus Groups – In person, state-focused, two-way flow, training and design	Twice Annually
Health Directors User Group	Quarterly
Executive in-person customer visits	Annually to select accounts

10. **Security Requirements**

- 10.1. The District does not offer unlimited Contractor access to servers housed in the District Data Center. The District will create a Contractor access account, as needed. Server access will be

coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the District.

- 10.2. The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the District's security, access, and safety requirements for the protection of the District's facilities and employees while on the District's premises.
- 10.3. Contractor shall conduct an annual Security Risk Assessment via a third-party vendor.
- 10.4. Contractor's HIPAA/HITECH Compliance Assessment Summary Report and Policy on Breaches of Unsecured Protected Health Information" shall be uploaded as a record of the Contractor's status and processes.
- 10.5. All Contractor staff shall be required to be HIPAA certified and shall take an annual HIPAA test.
- 10.6. Contractor shall maintain a standard protocol for notification and escalation in the case of a breach.

11. **Data Rights**

Ownership. District Data is and shall remain the sole and exclusive property of District and all right, title, and interest in the same is reserved by District. This Section shall survive the termination of this Agreement.

Contractor Use of District Data. Contractor is provided a limited license to District Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display District Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain District Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose District Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available District Data for Contractor's own purposes or for the benefit of anyone other than District without District's prior written consent. This Section shall survive the termination of this Agreement.

12. **System and Software Updates/Upgrades**

- 12.1. Contractor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.
- 12.2. Contractor shall be responsible for maintaining only the current and next most current release of the software.
- 12.3. Contractor shall provide upgrades to ICD, CPT, and DSM codes when released at no additional charge to the District.
- 12.4. Software is updated every 6-7 weeks on Sunday morning except over the Christmas holiday season, [which is defined as a 10-day period, December 23 – January 1](#). The release schedule of the year is published on the support portal. Users will be notified at least three days in advance of an upgrade on the login page about the upcoming upgrade.
- 12.5. Release schedules are provided to all users annually.
- 12.6. Patagonia Health System will be unavailable tentatively from 7am – 11am EST on each release day.
- 12.7. Release Notes. 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.

12.8. Release prioritization. Federal and state regulations and compliance are high priority enhancements for the scheduled updates/releases. Patagonia Health System is Federally Meaningful Use certified and is committed to staying federally compliant.

12.9. Release Methodology and Exceptions. All software releases are provided to all users at no additional cost, with the following exceptions:

- New third-party software interfaces not listed in the original RFP or which are not purchased in the initial purchase agreements.
- Any additional new features that are developed by Patagonia Health and sold at additional cost.

12.10. Contractor guarantees a minimum 99.59% SaaS availability to the District and its Users ~~(a maximum of 43.2 minutes possible downtime) during each calendar month~~. This guarantee excludes unavailability due to regular scheduled downtimes.

13. Sites and Locations

The work will be conducted both remotely and at the District facility located below:

Snohomish Health District
3020 Rucker Ave
Everett, WA 98201

14. Phase 1: System Implementation

14.1. Provide the District with the following resources:

- Template to import necessary data from current system (Insight), [as specified in the sales agreement](#).
- Project manager for the duration of the project.
- [Communication will be primarily via email and phone calls/virtual meetings. At the request of the District, Patagonia will create a shared drive portal, such as Google Drives, for document sharing to further](#) ~~Communication portal, such as SharePoint, to~~ facilitate communication over the span of implementation.
- Project management plan that includes a detailed Gantt chart that outlines major milestones and activities, as outlined in 3.2 below.

14.2. Project management plan will include:

- **Project Initiation:** The overarching project and each phase of the project begins with a Kickoff Meeting with Patagonia Health and customer leadership team. An implementation plan is established that contains specific plans for project management, communications, risk management, project document sharing, status reports and change management.
- **Requirement Elaboration and Specification Definition:** The Operational Review meetings are designed to demonstrate the product and begin the workflow analysis for system setup. It is during these activities that the gap analysis is initiated and requirements are detailed, and the functional specifications determined. Review of development plans at a feature level that include a detailed list of requirements, mock-up design, development timeline, review, and testing.
- **Build:** Build comprises configuration, customization, and integration. The system setup services include the understanding of the core system capabilities and the identification

of the configurable features based on specific customer needs. Additionally, Patagonia Health will develop specific customization for any of the identified and required functionality beyond the scope of the current system capabilities, as identified in the requirements documentation.

- **Testing:** Testing plans with scenarios and specific test cases to be reviewed and guided by Patagonia Health team. Repeat cycles for refinements to be included as a planned part of the development and testing process.
- **Knowledge Transfer and Training:** Patagonia Health emphasizes onsite training and will include [Super User](#), End User, and Train-the-Trainer training based on the needs of the project phase. Necessary training materials are provided and the trainer-guided approach to training includes demonstration, step-by-step review and hands-on training for each system feature. Assessing the classroom during the training and revisiting topics and discussions is built into the training process. Additionally, we provide the follow up (post go live) workflow optimization service at the customer site.
- **Data Conversion and Migration:** ~~As part of this project, Patagonia Health will extract data from your existing systems and import into Patagonia Health EHR for a seamless transition. Patagonia Health's approach to Data Migration contains four key steps to the process. Discovery is the customer's process of reviewing current system data and data entry processes. Scope Definition is understanding and prioritizing the data to be migrated and the method. Extracting and Validating Data is the process of checking the data formats and standards, and review of overall data quality. And finally, the Data Migration Processing is the actual migrating of the customer supplied data and upload into the database. Patagonia Health will provide the data migration templates for the data migration package purchased in the sales agreement. Data extraction and population of the data migration templates will be the responsibility of the District. Patagonia Health will review data samples provided by the District for valid values (as provided in the templates) and completeness of the required fields. The quality and integrity of the data forwarded to Patagonia Health is the responsibility of the District. Patagonia Health is responsible for the data once accepted by Patagonia Health. Further, Patagonia Health advises that the District take the time to clean up and deduplicate District's patient records.~~ Please refer to the Patagonia Health "Data Migration Overview" document uploaded as part of RFP submission, [and attached as Appendix B.](#)
- **Deployment:** Cutover and Acceptance: Onsite Go-Live support is provided per the plan and is customized based on customer needs. Additionally, workflow optimization services are assessed and provided based on customer needs. Status updates on agreed-upon issues reviewed. Outstanding issues are addressed and confirmed resolved.
- **Implementation Closeout:** Patagonia Health to provide final status and implementation close out status.

14.3. In coordination with the District create a staffing plan, high level schedule, milestones, communication plan, quality assurance plan, risk management plan, security plan, test plan, implementation plan, and training plan.

14.4. Base system to include:

- End-to-end, patient registration, electronic charting, billing, and reporting system
- Electronic prescription (SureScript)
- Connectivity to clearinghouse
- Patient portal
- Secure messaging

14.5. System setup and configuration to include:

- Complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing, and connectivity to clearinghouse)

14.6. Complete Phase 1 Customer Data Collection:

- After the initial Management Kick Off with the customer's Leadership Team, and in order to start the setup and configuration of the system, set up questionnaires as listed below will be emailed to the Health District. The Snohomish Health District will need to complete these questionnaires and email them back to its Implementation and Training contact person. These questionnaires will be explained during the initial Management Kick Off set up with the customer's project manager, and will include:
 - Patagonia Health Set Up Questionnaire for Public Health
 - Patagonia Health User Staff List
 - Patagonia Health Billing Questionnaire for Public Health

14.7. Phase I Training Preparation

Patagonia Health team will set up and configure the system specifically for the District's needs. During this period, Patagonia Health will reconfirm training dates for User Training at the District's site, review training logistics and Phase I GO LIVE date.

The following summarizes the preparation required, by the District, prior to the Phase I User Training:

- Decide on an internal Project Manager responsible for the roll out of the Phase I: Practice Management and Billing System, in your Health Department. This person should also be the single point of contact for communication with Patagonia Health.
- If the number of users is greater than 15, then it is recommended to select a small core team of users (Maximum per training session is 15) to be trained first. Once the core team is trained, the system can be rolled out to other users with the help of the core team. The core team will use the system for the next few weeks to learn and decide how to best integrate the new software into the organization's workflow.
- Ensure that all selected staff are available and are focused on the training date and at the agreed time. It is important that the trained staff immediately begin to use the new functionality of EHR/PM/Billing after the training has been completed. Sufficient time should be allowed for these users to practice and get proficient in the use of the new software.
- Users should have experience or be familiar with the laptops that will be used in training.
- Identify and assign tasks to appropriate individuals to carry out the post training activities outlined below.
- Assign a Practice Administrator who will perform various user maintenance activities such as add/delete of users, staff access rights/role matrix, etc.
- Review Phase II EHR Training Day checklists (see below).

Customer Checklist:

- All staff members using the system need to be present through the entire training.
- All staff members need to have computers/ laptops with the recommended configuration. The computers should have Mozilla Firefox, Adobe Flash player and PDF Viewer installed.
- Projector and projection screen. This should be set up and ready for use before training starts.
- Room arrangement: Tables and chairs need to be arranged in the room so that all attendees can comfortably use a laptop and can view and read the display from the projector easily. This should be set up and ready before the training starts.
- Internet connection, if wireless please have the wireless network and password available IT staff should be present or available for any issues at the start of the training and for the first hour or so. The IT staff should be available, via phone etc., during training period in case there are any issues.
- Bringing lunch in, if desired, is an option as it can provide extra time with communication or answer any questions from the morning session.
- Have on hand note pads, pens etc. which staff may need to take notes.
- Print out the Training Agenda and Quick Guide for staff members attending training.

Patagonia Health Team Checklist:

- There will be one trainer conducting the training. Additional trainers or implementation/workflow specialists (if requested) can be provided at additional cost.
- Staff User ID and passwords will be set up prior to training.

~~14.8. Super User Group Training~~

~~The District will create a Super User Group that will be composed of key staff for each functional area at the District. This group will attend the Super User Training and conduct the system testing plans and scenarios. During this training and process, super users are able to provide progress reports and feedback, as required. Additional feedback can be provided during end-user training.~~

~~14.9-14.8.~~ Patagonia Health will create a customized Training Plan to fit the Health District's needs.

A sample training plan is included as Appendix A. The Training Plan will include:

- Onsite, face-to-face training
- Demonstrations of features, step-by-step walkthrough, and hands-on practice time
- Buffer time built in to training agenda for process and workflow discussion and clarification

15. Phase 2: User Training

- 15.1. During the User Training and pre-Go-Live phase, customer team starts using the system and becoming comfortable with the new technology. Customer may need to enhance or adjust the existing processes to take full advantage of the new technology.
- 15.2. Contractor shall provide eight onsite training days. These training days, to include travel, are covered in the cost of the agreement.

- 15.3. Contractor shall provide initial training for the Subscriber's personnel who are authorized by Subscriber in writing to contractor ("Named Users") in the user of the Software as it relates to the Services set forth in the Order Form.
- 15.4. 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 that comply with password requirements provided by Vendor.
- 15.5. During this phase, the initial User Team shall:
- Develop appropriate roll out and training plans for additional team members, as needed.
 - Develop procedures/guidelines for the rest of the team. This may include documenting the new processes for all the staff members and any amendments to existing procedures.
- 15.6. The District will identify and assign responsible individuals for each one of the following post-training activities. It is expected that one person may do all or some of the following activities:
- User Computer Set-Up: If not already don so, ensure that all users' computer desktops/laptops are set up with the Patagonia Health EHR shortcut as described in User Hardware and Computer section.
 - Provide all users with their specific user ID and passwords as provided by Patagonia Health. The User/Password information will be provided to the customers Project Manager for appropriate distribution to appropriate staff members.
 - Review and ensure that all staff names, roles, etc. are set up accurately in the Patagonia Health system.
 - User Profile Set-Ups: Each user needs to set up a User Profile by logging into the Patagonia Health and going to the Administration tab. Each user should perform the following tasks:
 - Choose and update user passwords
 - Update Title
 - Update Display Name
 - Update NPI, DEA and State License Number, if and as applicable
 - Add/Delete Staff in the new system: Staff, with appropriate access, learn how to make the user's active or inactive.
 - Staff Access Rights: The Patagonia Health system has a built-in comprehensive, role-based access. Based on user's role, a user's access can be restricted to only allow access to certain determined parts of the new software. Patagonia Health will provide the customer with a Role matrix. This matrix shows which users can access which part of the EHR system.
 - Documented Process: It is recommended that the customer, once familiar, summarizes and documents the processes to be followed within the department. This will ensure that the documentation of the visit is properly created and completed. The written process document helps staff adhere to department specific guidelines while providing a mechanism to improve processes and tune workflows to gain efficiencies.
 - Configure and Review Calendar: Review calendar by clinic/provider, appointment types, appointment time slots, appointment colors, calendar access to various staff members.

- Move existing Schedules into Patagonia Health: Assign 2-4 people to move schedules from existing system into Patagonia Health.
- Review Sliding Fee Scales and Program Mapping: Review sliding fee scales and associated programs configured in the system.
- Review Fee Schedule: Review the fee schedule uploaded into the system for various locations and payers.
- EDI Payer Enrollment Forms: At the training the Patagonia Health trainer will explain the various payer enrollment forms to the client Project Manager. These forms should be filled out and submitted to the appropriate payers before GO LIVE. Please contact your trainer with any questions regarding the forms or the timelines.
- Decide on Billing Cut-Off Date: The customer team should work pending claims in existing billing system and decide on an existing billing system cutoff date. Consult your Patagonia Health trainer about this cutoff date. After this cutoff date, no new insurance claims should be submitted in the existing billing system.
- New claims will be saved in draft mode in the ESB in Patagonia Health for at least 2 weeks. At the beginning of this 2 weeks period, customer will remind Patagonia Health to submit the EDI agreements to the payers.

NOTE: The existing billing system cutoff date can be after the Patagonia Health Phase I GO LIVE date.

15.7. Patagonia will set up quick (remote) Go-To-Meeting sessions to show specific features of the HER/PM/Billing. Users, at their convenience, can review many video tutorials available from the EHR/PM/Billing software. These videos range from 2 minutes to 30 minutes long and can be accessed directly from within Patagonia Health EHR by selecting the red question mark in the upper right-hand corner of any screen.

16. **Phase III – Customer Data Collection**

16.1. An EHR kickoff meeting will be set up with the customer, if not already completed. The call will follow the outlined agenda below:

Phase II EHR Kickoff Call Agenda

1. EHR Training Dates: For each user, the training will be for two days. If team size is larger than 15 then we should consider running separate additional training sessions. How many people will you expect for this training?
2. EHR Go-Live Patient Load: To plan for the team to learn and ramp up on EHR, some customers reduce the patient volume initially and build it up over time. This needs to be considered and planned.
3. EHR Go-Live Support at your site: A number of customers have requested a Patagonia Health trainer to be present at the customer site during the first day of Go Live. We will coordinate go-live dates along with other training dates. We do prefer 2-4 week notice to schedule trainer's onsite and travel. Once dates are confirmed, the trainer's schedules will be committed and travel plans made.
4. EHR Programs to be rolled out: During this training/roll-out, we will train on various services offered such as Family Planning, Primary Care, Adult Health, Child Health, Health Check, General Clinic/Walk In, STD, Immunizations, BCCCP, Maternal Health, and MNT. It is often the case that a number of programs will

be implemented at a later date – these decisions are made in consultation of the client's team and the Patagonia Health team as well, and additional plans are made to accommodate. We have found that this will work well in certain situations and therefore other programs will be rolled out at a later mutually convenient date.

5. Information for Setting up your EHR: Templates needed to appropriately document visits which will be configured and set up in your system.
6. Scanning: Depending on resources/labor available, there are various scanning options. Any pdf or jpeg documents can be uploaded into Patagonia Health. In order to get started with scanning ahead of training, the following needs to be discussed and decided:
 - a. What to scan: Team needs to decide if they want to scan all documents in the patient chart or selectively scan just some documents (e.g., Last two encounter notes, lab results etc.).
 - b. Who to scan: Decide on which patients need to be scanned (e.g., next day appointment, next week appointment etc.)
 - c. Document Types: As explained, Patagonia Health creates various document types/categories which are equivalent of tabs in your paper chart folders. Decide on which document types/categories you will like set up in the EHR (e.g., Labs, X-rays, Encounters, Referrals etc.).
 - d. Scanned Document Naming Convention: Decide on a naming convention for all files being scanned. A standardized naming convention will make it easier to scan, upload and find the paper documents within the EHR.
7. Electronic Fax: As part of the system/service, if you purchased an electronic fax capability, we provide you with a fax number. Any documents being faxed to this number come in as an electronic (pdf) attachment. Since the attachments are in pdf format already, they can be uploaded into EHR. This saves effort related to scanning. We will provide information to your IT person who can install this service on the computers you select. Your IT person should also create an email ID to receive electronic faxes.
8. External Lab (e.g., Labcorp, Quest, Solstas) & State Lab Interface: We will like to have this set up prior to training. If not already done so, please ensure that you have signed appropriate agreements with your external lab. Also, let your lab account manager know of the planned EHR training date so that they can be ready with electronic interface to Patagonia Health.
9. Ramp-Up following training: Consideration should be given to how to ramp-up post training. It is important that all users start using the EHR post training.
10. Go-Live support by Patagonia Health: Many customers prefer the presence of a trainer at the customer site, for the Go-Live date. If desired, this will be scheduled as part of the overall implementation plan.
11. If you have any other questions, please contact your project manager or trainer.

- 16.2. The District will provide clinical templates to Patagonia Health. Using those templates, Patagonia Health will build specific clinical templates for the District's program services. Patagonia Health also has all Washington State required forms and reports built in.
- 16.3. Document Types in EHR. Various scanned paper charts can be scanned and filed under different document types in the EHR. The document types are equivalent to paper tabs in the paper chart folders. One can have up to 11 document types/categories in the system. It is important to have a standard across the organization and within EHR. The District will send a list of document types to be created in the EHR.
- 16.4. Once templates are complete, Patagonia Health will set up an EHR workflow analysis call to review the clinical workflow and templates.
- 16.5. Once the system is set up and the initial configuration is complete, an EHR operational review call will be set up. The call will last approximately 90 minutes and should be attended by the EHR Project Manager, 3-4 clinical staff who work in multiple clinics/programs, and at least one provider. The call will follow the following agenda:
 - Review clinical forms/templates customized/built in the system
 - Clarify any questions and unknowns regarding the forms/templates
 - Review clinical workflow for all programs
 - Review Phase II EHR Training Day checklist

17. Phase IV – EHR System Go Live

- 17.1. Contractor's implementation and Training contact will be present onsite to offer assistance on the District's GO LIVE date.
- 17.2. Once the system is broadly used by all users across the District, the EHR Project Manager will contact the Patagonia Health contact with any questions or to get clarification or additional information to help with the transition. Further, the Patagonia technical support team can be reached by selecting the SUPPORT button found within every screen of Patagonia Health System to the far left of the screen. Additionally, Patagonia Health can set up quick (remote) Go-To-Meeting sessions to show specific features of the EHR system. The EHR Project Manager will document any changes to specific templates/forms in the system, approve them by all the providers, and send to their Patagonia Health contact person after 4-6 weeks of GO LIVE. Patagonia Health will review these changes and will set up a quick review call as needed to confirm the changes. These changes will be made in 1-2 weeks in the District's system.
- 17.3. If scanning, electronic fax, and document management training was not provided at the onsite training, District can coordinate a remote scanning, electronic fax, and document management training with the Patagonia Health contact person. This training is normally scheduled three weeks after GO LIVE.
- 17.4. Patagonia Health will include an onsite follow up post go live workflow optimization service to help align processes and produce capabilities to enhance workflow within a program or function.

ORDER FORM

Term:

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 county 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
<p>Includes:</p> <p>Named Users</p> <p>Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system.</p> <p>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.</p> <p>Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises.</p> <p>Electronic Prescription (SureScript gold certified), no separate or additional per provider charges</p> <p>Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges.</p> <p>Upgrade to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades</p> <p>Patient portal (meaningful use compliant), no separate or additional charges for users</p> <p>Secure Messaging (staff to staff and agency to patient).</p>	50	Included	Included
<p>System Setup and Configuration:</p> <p>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.</p>		Included	N/A
<p>Data Migration: Import of customer-provided Patient Demographic data</p>		Included	N/A

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Data Migration: Import of customer provided select Clinical data		Included	N/A
Interface: Washington State Immunization Registry	1	Included	Included
Interface: LabCorp: Results & Orders	1	Included	Included
Interface: Washington Disease Surveillance Reporting System	1	Included	Included
Interface: Washington State Health Information Exchange	1	Included	Included
Interface: Everett Clinic Lab: Results Only	1	Included	Included
Mass-Vaccination App	1	Included	Included
Contactless Patient Experience Portal	1	Included	Included
Immunization Inventory App	1	Included	Included
Immunization Barcode Scanning Software	1	Included	Included
Electronic Patient Consent forms with editor tool included	5	Included	Included
Communicator App	1	Included	Included
Electronic Fax	1	Included	Included
Patient ID scanning feature – directly scan patient ID or insurance information into patient demographics (scanner purchased by the customer)	2	Included	Included
Two-factor Authentication		Included	Included
# of Onsite Training Days – Mountain and Pacific regions 9Note: Days quoted are per person days)	8	Included	N/A
Training (Videos): Unlimited, on-demand access by each user to built-in training videos		Included	N/A
Total Payments			
1. Monthly Ongoing subscription fee Payments: First 2 months are free. Monthly payments start 1 st day of 3 rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date.			\$5,015.00
2. Initial Start up Payment payable upon contract signing: Includes initial set up (\$95,200.00) + Training (\$24,000.00) + first monthly subscription fee (1 * \$5,015.00/month) = \$124,215.00			\$124,215.00

5-Year Price:

Payments						
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total 5 Years
Payments to Patagonia	\$169,350.00	\$62,587.20	\$65,090.69	\$67,694.32	\$70,402.09	\$435,124.29

Payment Schedule Options

Option A (Payment Terms):

Initial to Accept Option A: _____

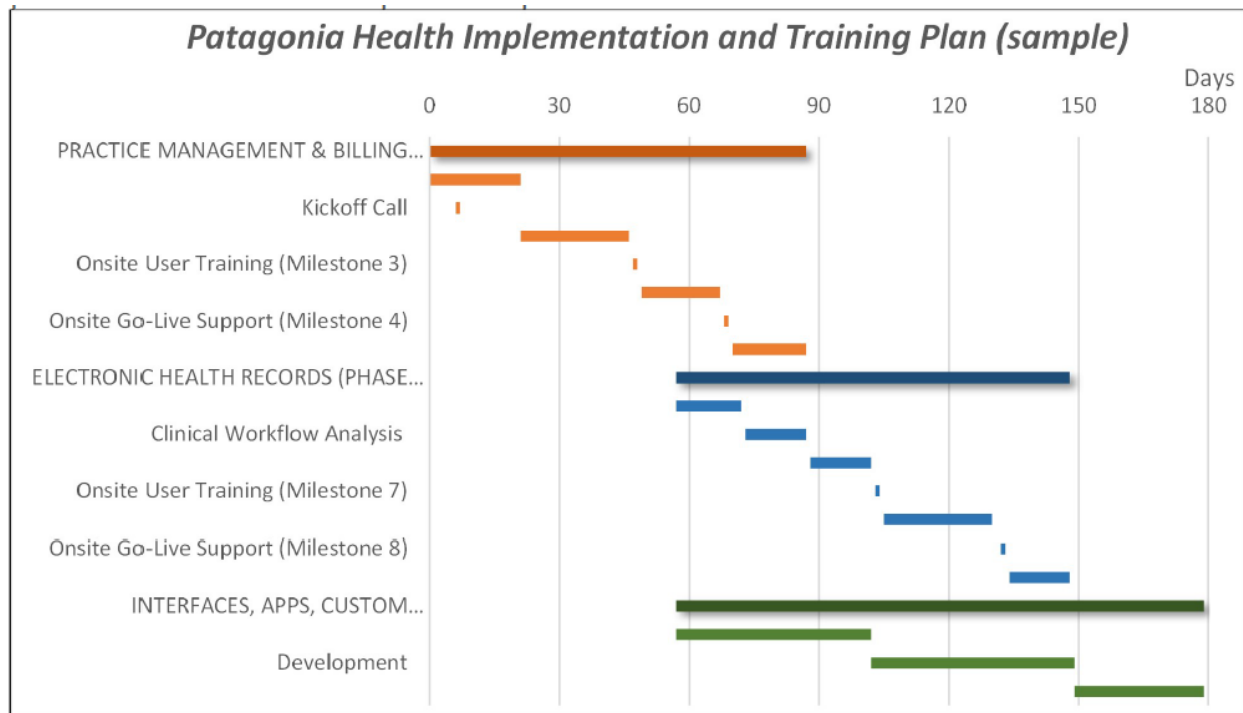
Upfront Payment – One-time payment • Implementation, training and first month's payment Due within 30 days of contract date	\$124, 215.00
Ongoing monthly fee – Each monthly payment • First two months free.	\$5,015.00
Total First Year Payment (\$84,045.00 + 9* \$3,545.00)	\$169,350.00

Option B (All annual payments, each year, paid in advance)

Initial to Accept Option B: _____

• Total year 1 contract amount: Due within 30 days of contract date	\$169,350.00
• Discount on only first year total payment (2%)	(\$3,387.00)
Totally payment after discount for year 1: Due within 30 days of invoice/contract date	\$165,963.00

Appendix A



Training by Patagonia Health on Practice Management and Billing System

- Training Objective: To gain a comprehensive understanding of various features of the Practice Management and Billing software.
- Training Agenda: The agenda listed below will be followed at the Phase I Training. The responsible staff should be available for the various days of the training.

Responsible Roles	Task
DAY 1: <ul style="list-style-type: none"> • Front Desk • Patient Registration • Financial Eligibility • Schedulers 	<ol style="list-style-type: none"> Update User Profile Add a New Patient Update Patient Demographics Patient Financial Investigation Sliding Fee Scale and Program Enrollment <p>-----BREAK-----</p> <ol style="list-style-type: none"> Adding Providers Add Insurance, Medicaid, Medicare and Private Payers Add Self Pay as Insurance Eligibility Payer <p>-----LUNCH BREAK-----</p> <ol style="list-style-type: none"> Print Labels and Declaration of Income Statement Print Patient Data Sheet Scheduling Appointments

	<p>-----BREAK-----</p> <p>XIII. Insurance Eligibility Check</p>
<p>DAY 2:</p> <ul style="list-style-type: none"> ● Patient Check Out ● Billing Manager 	<p>I. Patient Check out and Creating Electronic Super Bill</p> <ul style="list-style-type: none"> A. Self-Pay: Non-Confidential B. Other Payers: Non-Confidential <p>-----BREAK-----</p> <ul style="list-style-type: none"> C. NC Medicaid: Non-Confidential D. Self-Pay: Confidential E. Other Payers: Confidential F. NC Medicaid: Confidential <p>II. Claim Submission</p> <p>-----LUNCH BREAK-----</p> <p>III. Post Patient Payments</p> <p>IV. Patient Ledger (Charges, Balance Forward)</p> <p>V. Manual RA Posting</p> <p>-----BREAK-----</p> <p>VI. Company, Business Billing</p> <p>VII. Patient Statements</p> <p>VIII. Slide Patient Responsibility for Insured Patients</p>



PatagoniaHealth



**Data Migration – Patagonia Health Data Formats
Project Planning Overview**

Ver. Date 09/01/2018



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**Data Migration – Patagonia Health Data Formats
Project Planning Overview***(ver. Date 9/1/2018)*

This document provides an overview of the process for migrating data from customer's existing/current system to Patagonia Health EHR and billing system. This process requires collaboration between customer and Patagonia Health, with each being responsible for their own process steps.

The overall data migration process can be complex. The data migration process will require customer to make many decisions and/or determinations regarding their current data; how much of it is available to convert, the methods of how various data will be converted to Patagonia Health, and the overall priority regarding the data to be converted. The data conversion project breaks down into four key milestones as described below.

Project breakdown:

1. Discovery – the process of reviewing current system data and data entry
 - Customer is responsible for extracting data from current system and providing it to Patagonia Health in the specified format – refer to the Patagonia Health pre-defined data migration spreadsheets
 - Patagonia Health available to help facilitate and answer questions
2. Scope Definition – understanding the data to convert, method of conversion, and priorities
 - Customer is responsible for making the final decisions regarding the data that is discovered to be available from the data that is determined to be migrated
 - Patagonia Health available to help facilitate and answer questions
3. Extracted Data Review and Validation – the process of checking the data formats/standards and data quality
 - Patagonia Health will assist in reviewing data formats to help assure customer that their data is meets the Patagonia Health pre-defined formats (data migration spreadsheets) and will offer suggestions and feedback based on observations.
 - Customer is responsible to review and validate that the data extraction is accurate for data quality and that all formatting and mapping meet the standards provided in the Patagonia Health pre-defined formats (data migration spreadsheets).
 - Patagonia Health available to help facilitate and answer questions
 - This process may require several cycles
 - Customer submits final data extractions and provides approval for this data to be migrated.
4. Data Migration Processing - the process of migrating the data from the customer-provided data migration spreadsheets to the customer's Patagonia Health database.
 - Patagonia Health will setup and execute the data migration programs for the technical data migration process.
 - Patagonia Health is responsible to completing this process within the provided timelines. (may require a week to ten days)

Assumptions –

- The better the customer has access to structured data from their existing system, the more likely the data available to migrate can be detailed and comprehensive. And as such, limited customer access to structured data from their existing system will result in limited ability to migrate data at a detailed and/or comprehensive level. As per the data discovery process (step #1 above) the customer is responsible for extracting data from current system and providing it to Patagonia Health in the specified formats)
- Data items that are available to be migrated as part of Patagonia Health System implementation and as defined as purchased or included on customer sales agreement:
 - Patient Demographics – mandatory data elements include:
 - Patient/Client First Name, Patient/Client Last Name, Date of Birth, and Gender.
 - Patient Demographics – additional/optional elements include:
 - Medical Record Number (MRN) – if included, it must be included for all patients.
 - Paper Chart Number – if needed. If current charts do not match MRN or are not alphabetical.
 - Start/Intake Date - This is the date the patient was first seen at the health department. If this is not available in your existing system, Patagonia Health system will automatically assign the date the first time the patient demographics is saved in Patagonia Health. A user can also manually update this field as patient's are seen.
 - SSN – if include please encrypt before sending to Patagonia Health
 - Race – must be included for all patients and mapped to Patagonia Health provided specifications
 - Ethnicity - must be included for all patients and mapped to Patagonia Health provided specifications
 - Marital Status – must be included for all patients and mapped to Patagonia Health provided specifications
 - Preferred Language – must be included for all patients and mapped to Patagonia Health provided specifications
 - Practice Location
 - Medicaid ID – (only coverage ID that is eligible to migrate to demographics – used for reference since patients can go on and off this coverage)
 - Mailing Address (street1, street2, county, state, zip code) – physical address in Address 1, PO Box/Apt in Address 2, if using plus-4 for zip code cannot have all zeros
 - Home Phone, Work Phone, Mobile Phone, Alternate Phone1, Alternate Phone2 – all 10-digit numbers
 - Country of Origin Language – must be included for all patients and mapped to Patagonia Health provided specifications
 - Parent/Guardian
 - Refer to Patagonia Health Patient Demographics spreadsheet, Notes tab, for additional information)

- Data items that are not migrated into Patagonia Health since they are either already included in the system or will be manually created during implementation & training process include:
 - Patient Insurance information
 - Patient balance forward amount – this can be done manually, very easy process.
 - Scheduled appointments – this can be done manually, very easy process.
 - Switch over to our clearing house (Office Ally) for electronic billing.
- Items that may be considered primary data elements for a custom data migration include:
 - Allergies
 - Medications (Only if not utilizing eRx feature in Patagonia Health)
 - Problems/Diagnoses
 - Immunizations(refer to Patagonia Health Additional Clinical Data spreadsheet)

NOTE -PROVIDE ONLY ICD-10 CODES IF POSSIBLE FOR BEST RESULTS. OTHERWISE, CODES WILL BE CROSS-REFERENCED AS BEST AS POSSIBLE.

NOTE -IF YOU PROVIDE A DESCRIPTION, IT WILL BE FIRST OPTION TO BE MIGRATED (BUT MAY DEFAULT TO STANDARD CODE DESCRIPTION).

MRN #	ICD-9 or ICD-10 code	ICD Description (or problem name, or assessment description)					
53499	250.0	Diabetes mellitus without mention of complication					
117639	401.0	Hypertension, malignant					

MRN #	SNOMED code (optional)	Allergy Name	Allergy Severity
53499	232347008	Dander (animal) allergy	
117639	300914000	Cheese allergy	
119951	91934008	Allergy to nuts	

AD - r	AD - r	AD - r	AD - r	AD - r	AD - o
Hx - r					
			Vaccine Administrator (Name)		
Administration Date	Administration Route	Administration Site		Ordered by (Name)	Dose Number
1/1/2014	Intradermal	Right Upper Arm	Terry Smith, RN	Pat Jones, MD	1
5/16/2015	Intramuscular	Left Upper Arm	Terry Smith, RN	Pat Jones, MD	1
	Cross Reference:	Cross Reference:			
	Intradermal	Left Anterolateral fat of Upper Arm			
	Intramuscular	Left Deltoid			
	Intravenous	Left Gluteous Medius			
	Nasal	Left Lower Forearm			
	Oral	Left Thigh			
	Other/Misc	Left Upper Arm			
	Subcutaneous	Left Vastus Lateralis			
	Transdermal	Right Anterolateral fat of Upper Arm			
		Right Deltoid			
		Right Gluteous Medius			
		Right Lower Forearm			
		Right Thigh			
		Right Upper Arm			
		Right Vastus Lateralis			
		Both Nostrils			

		Left Nostril			
		Right Nostril			

[illegible]

[illegible]

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[illegible][illegible]

Paper Chart Number	MRN #	First Name	Last Name	Middle Initial	Date Of Birth	Race	Ethnicity	Marital Status	Preferred Language	Gender	Practice Location	Start/Intake Date	Medicaid ID	Mailing Address Street 1	Mailing Address Street 2	Mailing Address City	Mailing Address County	Mailing Address State	Mailing Zip Code	Work Phone	Home Phone	Mobile Phone	Alt. Phone 1	Alt. Phone 2	Country of Origin	Parent/Guardian	SSN	Veteran Status
1	123456	BESSIE	Smith		8/10/1963	Caucasian	Latino	Single		F				105 MT. PISGAH CHURCH ROAD		Cary		NC	27519	1231231234	9195550000							
2	53499	Mark	O'HARE		4/27/1957	African American	Not Latino	Married		M			937-22-1234-P	22 CHRISTIAN		Durham		NC	27713	9195555555	9195558888							
3	117639	BethAnn	Johnson		7/12/1970	African American	Not Latino	Divorced		F			YPCW1476114100	301 West Street		Raleigh		NC	27607	9191112222	9196667777							

Notes:			
Mandatory fields in this spreadsheet	MRN#, First Name, Last Name, Date of Birth, Gender.		
MRN#	The imported MRN# carries forward of the patient's account. If the MRN# is not found, you must enter a new MRN# for this patient. We recommend you export the MRN# from an existing spreadsheet.		
Paper Chart #	This is the paper chart # of an existing patient. If this is not available in the patient's chart, you must enter a new chart # during the transition period.		
Start/Intake Date	This is the date the patient was first seen at the health department. If this date is not available, you must enter the first time the patient demographics is saved in Patagonia Health. A user can update this date later.		
SSN	The SSN field is not mandatory. If your spreadsheet has patient SSN please enter it.		
Marital Status Options	Race Options	Ethnicity Options	Preferred Language Options
Single	Caucasian	Declined	American Sign Language
Married	Black or African American	Hispanic/Latino	Amharic
Separated	American Indian	Not Hispanic/Latino	Arabic
Divorced	Alaska Native		Armenian
Widowed	Asian Indian		Bengali
Life Partner	Chinese		Burmese
Common Law Spouse	Filipino		Central Khmer
Domestic Partner	Japanese		Chamorro
Other Status	Korean		Chinese
	Vietnamese		Chinese-Mandarin
	Native Hawaiian		Croatian
	Gaumanian or Chamorro		Czech
	Samoans		Danish
	Other Pacific Islander		Declined
	Asian		Dutch; Flemish
	White		English
	Other Race		French
	Declined		French Creole
	American Indian or Alaska Native		German

	Native Hawaiian or Other Pacific Islander		Greek
			Gujarathi
			Hindi
			Hmong
			Hungarian
			Iloko
			Indonesian
			Italian
			Japanese
			Karen Languages
			Kinyarwanda
			Kirundi
			Korean
			Lao
			Laotian
			Lingala
			Malay
			Nepali
			Norwegian
			Other
			Persian/Farsi
			Polish
			Portuguese
			Punjabi
			Rohingya
			Romanian
			Russian
			Samoan
			Serbian
			Slovak
			Somali
			Spanish
			Swahili
			Tagalog
			Thai
			Tigrinya
			Tonga (Tonga Islands)
			Turkish
			Ukrainian
			Urdu
			Vietnamese
			Wolof
			Yiddish
			Zulu

column is blank in this spreadsheet the Patagonia Health System will automatically assign a new MRN# system so that it is easy to pull up a patient during the transition period.

e spreadsheet the users can update this as the patient's come in. This being available helps to pull out the

s is not available in your existing system, Patagonia Health system will automatically assign the date the can also manually update this field as patient's are seen.

se encrypt the file and password protect before sending it to us.

Country of Origin	Veteran Status						
Chile	Yes						
Sudan	No						
Venezuela							
Saint Kitts and Nevis							
Saint Lucia							
Iraq							
Estonia							
Barbados							
Iceland							
China							
United Arab Emirates							
Jamaica							
Finland							
Slovakia							
Kiribati							
Antigua and Barbuda							
Cyprus							
Togo							
Panama							

Libya							
Luxembourg							
El Salvador							
Cuba							
Benin							
Malawi							
Fiji							
Belgium							
Rwanda							
Zambia							
Nepal							
Sweden							
Lebanon							
San Marino							
Malaysia							
Cameroon							
Czech Republic							
Tanzania							
Uruguay							
Turkey							
Afghanistan							
Marshall Islands							
South Korea							
Ecuador							
Papua							
North Korea							
Guinea-Bissau							
Ukraine							
Albania							
Eritrea							
Nauru							
Kyrgyzstan							
Liberia							
BelarusH							
New Zealand							
Germany							
Pakistan							
Mauritania							
Tajikistan							
Cape Verde							
Bosnia and Herzegovina							
Angola							
Syria							
Solomon Islands							

Serbia and Montenegro							
Dominican Republic							
Burkina Faso							
Bahamas, The							
Canada							
Norway							
Central African Republic							
Guyana							
Spain							
Brazil							
Nigeria							
Gabon							
Indonesia							
Hungary							
France							
Sao Tome and Principe							
Turkmenistan							
Thailand							
Equatorial Guinea							
Ireland							
Botswana							
Brunei							
Saint Vincent and the Grenadines							
Laos							
Denmark							
Bahrain							
Bhutan							
Israel							
United Kingdom							
Nicaragua							
Chad							
Ghana							
Other: Taiwan							
Lesotho							
Singapore							
Bolivia							
Haiti							
Japan							
Egypt							
Djibouti							
Romania							
Somalia							

Qatar							
Lithuania							
Tuvalu							
Moldova							
Saudi Arabia							
Vietnam							
Comoros							
Kazakhstan							
Armenia							
Monaco							
Tonga							
Costa Rica							
Kenya							
Mauritius							
Kuwait							
Croatia							
Argentina							
Oman							
Austria							
Bangladesh							
Russia							
South Africa							
Sierra Leone							
Netherlands							
Trinidad and Tobago							
Dominica							
India							
Poland							
Bulgaria							
Colombia							
Greece							
Namibia							
Azerbaijan							
Liechtenstein							
Belize							
Paraguay							
Mexico							
Guinea							
Federated States of Micronesia							
Vanuatu							
Zimbabwe							
Burundi							
Latvia							
Italy							
Samoa							

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