

RFP # 19-14

**Software for Jefferson
County Public Health
Preventive Unit**

DUE: Thursday, April 11, 2019 AT : 3:00/PM EST

DEPT: Public Health

INDEX

**RFP 3 19-24 SOFTWARE FOR JEFERSON COUNTY PUBLIC HEALTH PREVENTIVE UNIT
EXP: DOA WITH 2 ADDITIONAL 1 YEAR TERMS**

Bid Control Sheet

Bid File Notes

Vendor List

Advertising Documents

Initial Dept. Request & Subsequent Dept. & Purchasing Approvals of Bid Documents before release

Final Bid Document

Addendums

Bids Received

Department Recommendations & Award Letters

Insurance and Bonds

Purchase Orders & Contracts

Misc. Correspondence

Final Review w//Sign Off By Buyer/Acct Clerk/Mark

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BID CONTROL SHEET

last day for?
3/14/19

RFP
BID #: 19-14

TITLE: Software Jefferson County Public Health

BOARD RESOLUTION #: _____

DEPARTMENT: p.#

TERM: 3yr upm DOA w/2 additional 1yr BUYER ASSIGNED: Mark

DESCRIPTION	DATE SENT	INITIALS	DATE RECEIVED	INITIALS
ENTERED ON BID SUMMARY SHEET	3/21	ma		
BID SPECS TO DEPARTMENT FOR REVIEW/APPROVAL	3/19 to Ginger Hill	"		
FINAL "COMPLETE FOR THE STREET"	3/6/19	ma		
COPIED/PRINTED - ps.	3/6/19	#		
LEGAL PUBLICATION EMAILED OR FAXED	3/7/19			
BIDS MAILED TO VENDORS AND DEPARTMENT	3/6/19	ma		
ADDENDUMS	#1 - 3/22 - Emailed	ma		
BID OPENED	4/11/19 - 3 ⁰⁰			
BID & TABULATION TO DEPARTMENT FOR REVIEW	4/11/19			
BID DEPOSITS TO TREASURER				
DEPARTMENT RECOMMENDATION RECEIVED	5/14/19 @ sent back			
NOTICE OF AWARD	5/23/19 emailed @			
DEPOSITS RETURNED TO UNSUCCESSFUL BIDDERS				
INSURANCE RECEIVED Requested.	6/6/19 @			
INSURANCE EXPIRES	Gen, Auto 6/17/20 WC 5/1/20 @			
PER/PAYMENT BOND RECEIVED				
CONTRACTS TO ATTORNEY FOR APPROVAL				
CONTRACTS TO VENDOR FOR SIGNATURE				
CONTRACTS TO CHAIRMAN				
EXECUTED CONTRACT (OR PO# TO VENDOR	19000857	ma		
DEPOSIT RETURNED TO SUCCESSFUL BIDDER				
FINAL UPDATE TO BID SUMMARY SHEET COMPLETED				
WAGE RATES REQUESTED	na			
WAGE RATES AWARD FILED	↓			
WAGE RATES COMPLETION FILED				
FILE CLOSED				
DIRECTOR'S SIGNATURE:	7/14/19			

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①

DATE	NOTES	INITIALS
3/7	Mary Ann worked w/avis. yma. with directions	ma
3/6	Bids mailed no	
3/7	ads sent - P.S. WDT-	
3/28	- non-proposer response from Champ Software	ma
4/8/19	Email from Gary/ Arthur Normington @ w questions 4/9/19 Avis responded & to date to respond	G
4/9/19	Email from Beth Wride-Medent w/ attached docs	G
4/10	Spk of TN for review. Explain 14 day end. to clarification? a non we will be getting response we recall reviewed a with a decision on N unless or not to review received RFP.	G
4/11	Rec'd 1) complete proposal from Paragon Health. review received the RFP documents with comments but did not respond to the RFP email Ginger Hill summary & we will find copies of both responses to files for review	
5/20/19	Sent documents back to Ginger Hill @	G
5/21/19	Received back from Ginger Hill @	G
5/31/19	Rec call from Jason Suter from Paragon Health on NYS State WC. called Mark, check w/ Lisa. If a National Company may have states already, check w/ his ths Co. or get NYS exemption from NYS WC website. called Jason back w/ info. he will check and get today	G

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Vendor Listing
Software Jefferson County Public Health
Preventive Unit

3/22/19 addendum #1 emailed to all vendors

Medent,
15 Hulbert St.
Auburn, NY 13021

T:315-255-1751
F:315-255-0416
W: www.medent.com

Patagonia Health Inc.
15100 Weston Parkway Unit 204
Cary, NC 27513

T: 919-238-4780
F: 919-238-7920
E: support@patagoniahealth.com
W: patagoniahealth.com

Eclinical Works
2 Technology Drive
Westborough, MA 01581

T: 508-836-2700
F: 508-836-4466
E: Sales@Eclinicalworks.com
W: www.clinicalworks.com

Champ Software
Mailing P.O. Box 2246
North Mankato, MN 56002

T: 507-625-7449
F: 507-396-4780
E: Info@champsoftware.com

MONIQUE DEVER
PATAGONIA HEALTH INC
15100 WESTON PARKWAY SUITE 204
CARY NC 27513
Phone: 919-238-4780 C: 919 260.2914
Fax: 919-238-7920
E: monique@patagoniahealth.com
W: www.PatagoniaHealth.com
3/18/19 emailed pdf file. ag

Bidnet
P.O. Box 5600
Albany, NY 12214-5213
gbs@bidnet.com

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Northern NY Newspapers Corp.
 260 Washington St.
 Watertown, NY 13601-3301
 (315) 782-1000

BILLING PERIOD		ADVERTISER/CLIENT NAME	
03/11/19 - 03/11/19		JEFFERSON CTY PURCHASING	
TOTAL AMOUNT DUE	INVOICE NUMBER	TERMS OF PAYMENT	
24.70	825919	DUE WITHIN 28 DAYS	

ADVERTISING INVOICE

PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER
1	03/11/19	16640

BILLED ACCOUNT NAME AND ADDRESS

JEFFERSON CTY PURCHASING
 195 ARSENAL ST
 WATERTOWN, NY 13601-2565

Johnson Newspaper Corporation
 260 Washington St.
 Watertown, NY 13601

1952
 132395

REMITTANCE ADDRESS

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	DESCRIPTION - OTHER COMMENTS / CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	GROSS AMOUNT	NET AMOUNT
03/11	PUBLICATION: AD CLASS: 20423469	WATERTOWN DAILY TIMES - FULL RUN LEGALS NOTICE TO PROPOSERS RFP# 19-14 JEFFERSON 19-14 MARY AFFIDAVIT FEE AD CLASS TOTALS: PUBLICATION TOTALS:	1X0L 35L	1 35.00 LINE		14.70 10.00

RECEIVED
 APR 23 2019
 JEFFERSON COUNTY
 PURCHASING DEPT

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS



CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
					24.70

A FINANCE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL RATE OF 18% (MINIMUM \$1.00) WILL BE ADDED TO ACCOUNTS OVER 28 DAYS.
 *UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

INVOICE NUMBER	ADVERTISER INFORMATION		
	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER / CLIENT NAME
825919	03/11/19 - 03/11/19	16640	JEFFERSON CTY PURCHASING

Purchasing

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Tuesday, April 23, 2019 10:41 AM
To: 'sparks@wdt.net'; 'Legals'
Subject: corrected invoice 825919

Scott,

I am still awaiting the corrected invoice from your billing department for the aforementioned invoice. The bill looks to have been generated 3/11 and we are now at 4/24/2019. We want to get this rectified by 4/25 and appreciate your assistance in completing this task.

Thank You,
Mary Ann Shear
Jefferson County Purchasing
195 Arsenal St.
Watertown, NY 13601
T: 315-785-3077
F: 315-785-7591

4/24

Overcharged on bill
825919 that
came 3/18/19 - Email
by Mary Ann to have
corrected invoice 4x's
Finally came 4/25 -

NORTHERN NY NEWSPAPERS CORP.
260 WASHINGTON ST
WATERTOWN, NY 13601-3301
(315) 782-1000

03/11/19 - 03/11/19 JEFFERSON CTY PURCHASING

35.96

825919 DUE WITHIN 28 DAYS

1 03/11/19 16640

JEFFERSON CTY PURCHASING
195 ARSENAL ST
WATERTOWN NY 13601-2565

JOHNSON NEWSPAPER CORPORATION
260 WASHINGTON ST
WATERTOWN, NY 13601

PUBLICATION:	WATERTOWN DAILY TIMES - FULL RUN			
AD CLASS:	LEGALS			
03/11	NOTICE TO PROPOSERS	1x0L	1	21.40
20423469	RFP# 19-14 JEFFERSON	35D bill		
03/11	19-14			
	MARY			
	Affidavit Fee			
	Ad Class Totals:	\$35.96	35.000 line	14.56
	Publication Totals:	\$35.96		

JB
2470 - correction invoice
to be issued
3/19/19 per Scott

overcharged

RECEIVED
MAR 18 2019
JEFFERSON COUNTY
PURCHASING DEPT

856 - 3/27 - sent Em to
Sparks @ WDT - to get
Status of corrected invoice
35.96

TO ENSURE PROPER CREDIT PLEASE INCLUDE THE PAYMENT STUB
OR CALL LYNN JENNER @ EXT. 2314 TO PAY BY CREDIT CARD.

NORTHERN NY NEWSPAPERS CORP. (315) 782-1000

825919 03/11/19 - 03/11/19 16640

JEFFERSON CTY PURCHA

INVOICE COPY

VOUCHER NO. _____

COUNTY OF JEFFERSON
WATERTOWN, N.Y. 13601

TO: JOHNSON NEWSPAPER CORP

260 WASHINGTON STREET
WATERTOWN, NY 13601
Vendor # 2442

SHIP: JEFFERSON COUNTY PURCHASING
DEPT.
PREPAID: 195 ARSENAL STREET
TO: WATERTOWN, NY 13601
ACCOUNT # 16640

AMOUNT PAID	DATE OF PAYMENT	DATE OF ORDER	CODE	ENCUMBRANCE
			01134500	04415

March 7, 2019

LEGAL NOTICE TO BE PUBLISHED ONCE ONLY IN THE WATERTOWN DAILY TIMES.

"NOTICE TO PROPOSERS" - Jefferson County RFP #19-14, Software for Jefferson County Preventive Unit

OPENS: 3:00 PM EST, Thursday, March 28, 2019

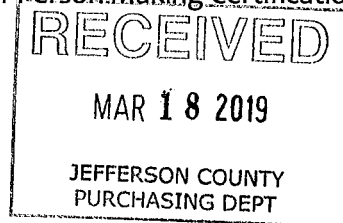
3/11/19 ad20423469 ^{35 Lines} LINES @ 1 Run = 35.96

PLEASE SEND TO PURCHASING AGENT, 195 ARSENAL STREET, WATERTOWN, NY 13601

I, Jami Edwards hereby certify that I am Admission
of Watertown Daily Times
that the labor or service, merchandise, materials, or articles charged in the foregoing accounts for claims, have been actually performed, made or delivered, that all items and specifications therein are correct that the sums charged are reasonable and just; that no portion of the same has been rejected previously, that no offset exists, and that no payment has been made on account thereof except such as is mentioned therein.

3-13-19
Date:

Jami Edwards
Signature of Person Making Certification



AFFIDAVIT OF PUBLICATION

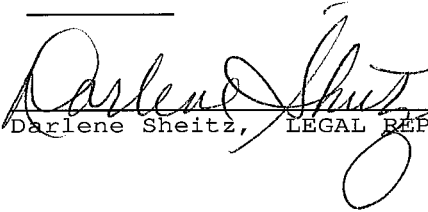
STATE OF NEW YORK
COUNTY OF JEFFERSON

WATERTOWN DAILY TIMES

JEFFERSON CTY PURCHASING
195 ARSENAL ST
WATERTOWN NY 13601-2565

REFERENCE: 16640 19-14
20423469 NOTICE TO PROPOSERS

Darlene Sheitz, City of Watertown, County of Jefferson, being duly sworn, says that she is a Legal Representative of the Johnson Newspaper Corp., a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business in the City of Watertown, New York, and that said corporation is the publisher of the WATERTOWN DAILY TIMES, a Newspaper published in the City of Watertown, Jefferson County, and State of New York, and that a Notice, of which the annexed is a printed copy, has been published regularly in said newspaper.



Darlene Sheitz, LEGAL REPRESENTATIVE

PUBLISHED ON: 03/11

AD SPACE: 35 LINE
FILED ON: 03/11/19

Sworn to before me this

13th day of March, 2019
Jamie L. Edwards
Notary Public

JAMI L EDWARDS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ED6283808
Qualified in Jefferson County
My Commission Expires 06-17-2021

RECEIVED
MAR 18 2019
JEFFERSON COUNTY
PURCHASING DEPT

Johnson Newspaper Corporation

Client:	16640	JEFFERSON CTY PURCHASING	Phone:	(315) 785-3077		
Class.:	195 ARSENAL ST			WATERTOWN, NY 13601-2565		
Ad #	20423469	Requested By: MARY	Fax:	(315) 785-7591		
Sales Rep.:	W312	Scott Parks	Phone:	(315) 782-1000		
		sparks@wdt.net	Fax:	(315) 661-2521		
Class.:	0110	Public Notices				
Start Date:	03/11/2019	End Date:	03/11/2019	Nb. of Inserts: 1		
PO #:	19-14	Entered By:	SPARKS			
Publications:	Watertown Daily Times					
Paid Amount:	\$0.00	Balance:	\$35.96			
Total Price:	<table border="1"><tr><td>\$35.96</td></tr></table>			\$35.96	Page 1 of 1	
\$35.96						

NOTICE TO PROPOSERS
RFP# 19-14

JEFFERSON COUNTY PURCHASING DEPARTMENT
195 ARSENAL STREET
WATERTOWN, NEW YORK
13601-2565
(315)785-3077

Pursuant to the provisions of Section 103 of the General Municipal Law, State of New York, the following sealed proposal will be received, opened, and made available in the Jefferson County Purchasing Department for review at the time and date specified on Thursday, March 28, 2019 at 3:00 PM EST for RFP#19-14 Software for Jefferson County Public Health Preventive Unit. Proposal packages including detailed specifications relating to this solicitation are available at the office of the Jefferson County Purchasing Department or by E-mail at Purchasing@co.jefferson.ny.us. The County reserves the right to reject any or all proposals.

357
RECEIVED

MAR 18 2019

JEFFERSON COUNTY
PURCHASING DEPT

Purchasing

From: Purchasing <Purchasing@co.jefferson.ny.us>
Sent: Monday, April 1, 2019 9:34 AM
To: 'sparks@wdt.net'
Subject: RE: good morning
Attachments: inv 825919 correction requested-04012019092349.pdf

Hi Scott,
Attaching a copy of the incorrect invoice. It would be great if we can resolve today so that we may get entered for payment

From: Purchasing <Purchasing@co.jefferson.ny.us>
Sent: Friday, March 29, 2019 8:49 AM
To: 'Scott Parks' <sparks@wdt.net>
Subject: RE: good morning

No, the affidavit charge was also incorrect. Sorry for the bad news.
Mary Ann Shear

From: Scott Parks <sparks@wdt.net>
Sent: Thursday, March 28, 2019 11:43 AM
To: 'Purchasing' <Purchasing@co.jefferson.ny.us>
Subject: RE: good morning

I believe we corrected this one for you already was the odd affidavit charge right?

THANK YOU FOR YOUR TIME AND HAVE A GREAT DAY,

SCOTT D PARKS

Johnson Newspaper Corporation
260 Washington Street, Watertown NY 13601
Servicing Northern New York Newspapers, The Batavia Daily News, and The Columbia-Greene Media Group
Ph: 315-661-2446
Fax: 315-661-2520
sparks@wdt.net

From: Purchasing [mailto:Purchasing@co.jefferson.ny.us]
Sent: Thursday, March 28, 2019 11:33 AM
To: 'Scott Parks'
Subject: RE: good morning

Good Morning,
On invoice 825919 we were accidentally overbilled. The bill was for 35.96 and should have been 24.70.

From: Scott Parks <sparks@wdt.net>
Sent: Wednesday, March 27, 2019 9:41 AM
To: 'Purchasing' <Purchasing@co.jefferson.ny.us>
Subject: RE: good morning

Hi Mary,

Remind me what the changes were please? And I will follow up with our billing dept. for you.

THANK YOU FOR YOUR TIME AND HAVE A GREAT DAY,

SCOTT D PARKS

Johnson Newspaper Corporation
260 Washington Street, Watertown NY 13601
Servicing Northern New York Newspapers, The Batavia Daily News, and The Columbia-Greene
Media Group
Ph: **315-661-2446**
Fax: 315-661-2520
sparks@wdt.net

From: Purchasing [<mailto:Purchasing@co.jefferson.ny.us>]
Sent: Wednesday, March 27, 2019 8:57 AM
To: sparks@wdt.net
Subject: good morning

Hi Scott,

I was just checking in to see if a corrected invoice had been created to replace invoice 825919. I would like to get it entered and processed for payment.

Mary Ann Shear
Jefferson County Purchasing Dept.
195 Arsenal St.
Watertown NY 13601
T 315-785-3077
F 315-785-7591

ADVANCE

MEDIA NEW YORK

syracuse.com | THE POST-STANDARD
 nyup.com

3102 Walker Ridge Dr NW
 Walker, MI 49544

Advertising Invoice
 Invoice # 0002356430
 Business Unit: 36700

1 Billing Period		2 Advertiser / Client Name			
03/01/2019 - 03/31/2019		JEFFERSON COUNTY PURCHASING DEPT			
3 Billing Date	4 Advertiser Account #	5 Customer Account #			
03/31/2019	1000737112	1000737112			
6 Total Amount Due	7 *Unapplied Amount	8 Terms of Payment		9 Page	
\$348.52	\$0.00	Upon Receipt		1	
10 Current Period	11 30 Days	11 60 Days	11 90 Days		
\$233.68	\$114.84	\$0.00	\$0.00		

M

JEFFERSON COUNTY PURCHASING DEPT
 195 ARSENAL ST
 WATERTOWN, NY 13601

Customer Service Inquiries: 1-877-434-8495

ny-invoicesupport@advancelocal.com

12 Date	13 Ad #	14 Product	15 PO/Description	16 Times	17 Units	18 Rate	19 Amount
			Balance Forward				297.84
03/04	P2516987		Check/Money Order 45752				-183.00
03/10	0009063897	Post Standard	Legals/Other Legals RFP 19-14 NOTICETOPROPOSERSRFP1914JE Affidavit		37 CL		26.64
			Total for 0009063897				10.00
03/21	0009081888	Post Standard	Legals/Other Legals Bid # 2019H-10 NOTICETOBIDDERSBID2019H10J Affidavit	1	37 CL		22.20
			Total for 0009081888				10.00
03/24	0009083217	Post Standard	Legals/Other Legals Bid #19-10 NOTICETOBIDDERSBID1910JEFF Affidavit	1	37 CL		26.64
			Total for 0009083217				10.00
03/28	0009090407	Post Standard	Legals/Other Legals Bid 19-18 NOTICETOBIDDERSBID1918JEFF	1	35 CL		21.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

ADVANCE

MEDIA NEW YORK

syracuse.com | THE POST-STANDARD
 nyup.com

Advertising Invoice
 Invoice # 0002356430
 Business Unit: 36700



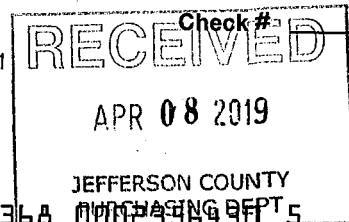
1 Billing Period		2 Advertiser / Client Name			
03/01/2019 - 03/31/2019		JEFFERSON COUNTY PURCHASING DEPT			
3 Billing Date	4 Advertiser Account #	5 Customer Account #			
03/31/2019	1000737112	1000737112			
6 Total Amount Due	7 *Unapplied Amount	8 Terms of Payment		9 Page	
\$348.52	\$0.00	Upon Receipt		1	
10 Current Period	11 30 Days	11 60 Days	11 90 Days		
\$233.68	\$114.84	\$0.00	\$0.00		

20 REMIT TO:

JEFFERSON COUNTY PURCHASING DEPT
 195 ARSENAL ST
 WATERTOWN, NY 13601

Advance Media New York
 Dept 77571
 PO Box 77000
 Detroit MI 48277-0571

Amount Paid: _____



36700 0000001000737112 0000001000737112 0000023368 0002356430

Batch # 1853
Doc # 132002

INVOICE COPY

VOUCHER NO. _____

COUNTY OF JEFFERSON
WATERTOWN, N.Y. 13601

Vendor # 1291

TO: ADVANCE MEDIA NEW YORK
DEPT 77571
PO BOX 77000
DETROIT MI 48277-0571

SHIP: JEFFERSON COUNTY PURCHASING DEPT.
PREPAID: 195 ARSENAL STREET
TO: WATERTOWN, NY 13601

AMOUNT PAID	DATE OF PAYMENT	DATE OF ORDER	CODE	ENCUMBRANCE
			01134500	04415

March 7, 2019

LEGAL NOTICE TO BE PUBLISHED ONCE IN THE SYRACUSE POST STANDARD.

"NOTICE TO PROPOSERS" - Jefferson County RFP #19-14, Software for Jefferson County Preventive Unit

OPENS: 3:00 PM EST, Thursday, March 28, 2019

✓ 37 LINES @ .0.72/line = \$26.64 + \$10 Affidavit = \$36.64

Will you kindly publish once only in the NEXT edition the following legal notice.
Please submit bill on the enclosed form along with single proof of publication.

Very truly yours, Mark L. Sachetti Purchasing Director

PLEASE SEND TO PURCHASING AGENT, 195 ARSENAL STREET, WATERTOWN, NY 13601

I, Pamela Gallagher hereby certify that I am a sales representative of Advance Media New York that the labor or service, merchandise, materials, or articles charged in the foregoing accounts for claims, have been actually performed, made or delivered, that all items and specifications therein are correct that the sums charged are reasonable and just; that no portion of the same has been rejected previously, that no offset exists, and that no payment has been made on account thereof except such as is mentioned therein.

March 7, 2019
Date

Pamela Gallagher
Signature of Person Making Certification

RECEIVED
MAR 18 2019
JEFFERSON COUNTY
PURCHASING DEPT

THE POST-STANDARD

LEGAL AFFIDAVIT

INV#: 0009063897



JEFFERSON COUNTY PURCHASING DEPT
195 ARSENAL ST
WATERTOWN, NY 13601

Name: JEFFERSON COUNTY PURCHASING DEPT

Sales Rep: Pamela Gallagher

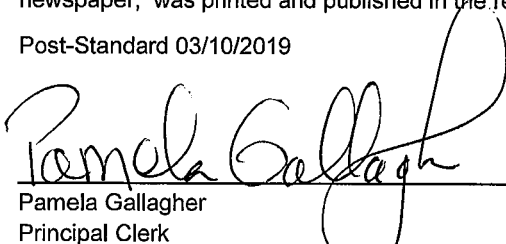
Account Number: 1000737112

INV#: 0009063897

Date	Position	Description	P.O. Number	Ad Size
03/10/2019	Other Legals NY	NOTICE TO PROPOSERS RFP# 19-14 JEFFERSON COUNTY	RFP 19-14	1 x 37.00 CL

State of New York, County of Onondaga ss. Pamela Gallagher, of the City of Syracuse, in said County, being duly sworn, doth depose and says: this person is the Principal Clerk in the office of THE POST-STANDARD, a public newspaper, published in the City of Syracuse, Onondaga County, New York and that the notice, is an accurate and true copy of the ad as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following days, viz.:

Post-Standard 03/10/2019



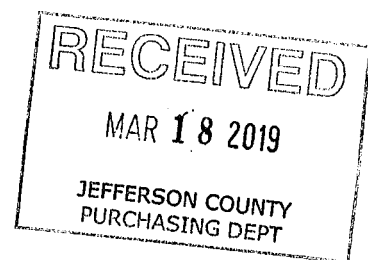
Pamela Gallagher
Principal Clerk
An Authorized Designee of the President, Timothy R. Kennedy
Subscribed and sworn to before me, this 11th day of March 2019



NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CONTACT PAMELA GALLAGHER AT
(315) 470-2051 OR Legals@Syracuse.com

ANNE PETRO
Notary Public - State of New York
No. 01PE6366489
Qualified in Onondaga County
Commission Expires: 10-30-2021



Date	Position	Description	P.O. Number	Ad Size
03/10/2019	Other Legals NY	NOTICE TO PROPOSERS RFP# 19-14 JEFFERSON COUNTY	RFP 19-14	1 x 37.00 CL

NOTICE TO PROPOSERS RFP# 19-14 JEFFERSON COUNTY PURCHASING DEPARTMENT 195 ARSENAL STREET WATERTOWN, NEW YORK 13601-2565 (315)785-3077 Pursuant to the provisions of Section 103 of the General Municipal Law, State of New York, the following sealed proposal will be received, opened, and made available in the Jefferson County Purchasing Department for review at the time and date specified on Thursday, March 28, 2019 at 3:00 PM EST for RFP#19-14 Software for Jefferson County Public Health Preventive Unit. Proposal packages including detailed specifications relating to this solicitation are available at the office of the Jefferson County Purchasing Department or by E-mail at Purchasing@co.jefferson.ny.us The County reserves the right to reject any or all proposals.

37 x .72 = 26.64
affidavit 10.00
36.64 ✓
on list
MA

RECEIVED
MAR 18 2019
JEFFERSON COUNTY
PURCHASING DEPT

Thousand Islands Printing Co., Inc. -
 Thousand Islands Sun
 PO Box 277
 Alexandria Bay, NY 13607-0277
 PH: (315) 482-2581 Fax: (315) 482-6315
 E-MAIL: tisun@gisco.net

Invoice

Date	Invoice #
3/13/2019	152224

B1853

Bill To
Jefferson County Purchasing c/o Avis 195 Arsenal Street Watertown, NY 13601

Ship To
Jefferson County Purchasing c/o Avis 195 Arsenal Street Watertown, NY 13601

131997

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/13/2019			

Quantity	Item Code	Description	Price Each	Amount
26	Legal Notice	Legal Notice - 03/13/19 - Notice to Bidders RFP# 19-14, sealed proposals will be received, opened and made available	0.395	10.27
1	Affidavit of Publica...	Affidavit of Publication Fee	5.00	5.00
		Sales Tax	8.00%	0.00

APR 03 2019

Total \$15.27

INVOICE COPY

VOUCHER NO. _____

COUNTY OF JEFFERSON
WATERTOWN, N.Y. 13601

TO: THOUSAND ISLANDS PRINTING CO.
PO BOX 277
ALEXANDRIA BAY, NY 13607
Vendor #81210

SHIP: JEFFERSON COUNTY PURCHASING DEPT.
PREPAID: 195 ARSENAL STREET
TO: WATERTOWN, NY 13601

AMOUNT PAID	DATE OF PAYMENT	DATE OF ORDER	CODE	ENCUMBRANCE
				01134500 04415

PUBLISHING REQUEST MUST BE FAXED BY 12:00 NOON EACH FRIDAY FOR FOLLOWING WEEK'S PAPER

March 7, 2019

LEGAL NOTICE TO BE PUBLISHED ONCE ONLY IN THE THOUSAND ISLANDS PRINTING CO.

"NOTICE TO PROPOSERS" - Jefferson County RFP #19-14, Software for Jefferson County Preventive Unit

OPENS: 3:00 PM EST, Thursday, March 28, 2019

26 LINES @ .395 each = 10.27 + 5.00 = #15.270K
Affidavit Fee

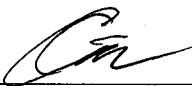
PLEASE SEND TO PURCHASING AGENT, 195 ARSENAL STREET, WATERTOWN, NY 13601

I, Craig S. Snow Hereby certify that I am president

of Thousand Islands Printing Company

that the labor or service, merchandise, materials, or articles charged in the foregoing accounts for claims, have been actually performed, made or delivered, that all items and specifications therein are correct that the sums charged are reasonable and just; that no portion of the same has been rejected previously, that no offset exists, and that no payment has been made on account thereof except such as is mentioned therein.

3/27/19
Date:


Signature of Person Making Certification

APR 03 2019

Craig S. Snow

..... of the Village of Alexandria Bay, being duly sworn, says that (s)he is of the Thousand Islands Printing Co., Inc., publishers of the "Thousand Islands Sun", a weekly newspaper printed in the Village of Alexandria Bay, Jefferson County, and State of New York, and that the notice of which the annexed is a printed copy, has been published regularly in said newspaper once a week for at least successive weeks commencing the day of 20

President

13th March

[Signature]

26x395
10.20
5.00
15.00

Subscribed and sworn to before me this 27 day of March, 2019
Kimberly A. Snow
Notary Public

APR 03 2019

KIMBERLY A. SNOW
NOTARY PUBLIC, State of New York
No. 01SN6020389
Qualified in Jefferson County
Commission Expires March 1, 2023

NOTICE TO BIDDERS
RFP# 19-14
JEFFERSON COUNTY
PURCHASING DEPARTMENT
195 ARSENAL STREET
WATERTOWN, NY 13601-2565
(315) 755-3077
Pursuant to the provisions of Section 103 of the General Municipal Law, State of New York, the following sealed proposal will be received, opened and made available in the Jefferson County Purchasing Department for review at the time and date specified on Thursday, March 28, 2019 at 3:00 PM EST for RFP#19-14 Software for Jefferson County Public Health Preventive Unit. Proposal packages including detailed specifications relating to this solicitation are available at the office of the Jefferson County Purchasing Department or by E-mail at Purchasing@co.jefferson.ny.us. The County reserves the right to reject any or all proposals. 3/13/19

Order Confirmation

Ad Order Number 0009063897

Customer

JEFFERSON COUNTY PURCHASING DEPT
 Account: 1000737112
 JEFFERSON COUNTY PURCHASING DEPT
 195 ARSENAL ST,
 WATERTOWN NY 13601 USA
 (315)785-3077

FAX:
 Purchasing@co.jefferson.ny.us

Payor Customer

JEFFERSON COUNTY PURCHASING DEPT
 Account: 1000737112
 JEFFERSON COUNTY PURCHASING DEPT
 195 ARSENAL ST,
 WATERTOWN NY 13601 USA
 (315)785-3077

PO Number RFP 19-14
 Sales Rep. NY Legals
 Order Taker Pamela Gallagher
 Order Source
 Special Pricing

Tear Sheets 0	TearsheetsCost	\$0.00	Net Amount	\$36.64
Proofs 0			Tax Amount	\$0.00
Affidavits 1	AffidavitsCost	\$10.00	Total Amount	\$36.64
Blind Box			Payment Method	Invoice
Promo Type			Payment Amount	\$0.00
Materials			Amount Due	\$36.64
Invoice Text				

Ad Schedule

Product	Post Standard	Placement/Class	Legals
# Inserts	1	POS/Sub-Class	Other Legals
Cost	\$26.64	AdNumber	0009063897-01
Ad Type	NY CLS Legal Liner	Ad Size	1 X 37 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	NY_AdBooker	Production Notes	
Run Dates	Sort Text	NOTICETOPROPOSERSRFP1914JEFFERSONCOUNTYPURCHASINGDEPARTMENT195ARSENALSTREETWATERTO	
03/10/2019			

Product	Syracuse.com	Placement/Class	Legals
# Inserts	1	POS/Sub-Class	Other Legals
Cost	\$0.00	AdNumber	0009063897-01
Ad Type	NY CLS Legal Liner	Ad Size	1 X 37 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	NY_AdBooker	Production Notes	
Run Dates	Sort Text	NOTICETOPROPOSERSRFP1914JEFFERSONCOUNTYPURCHASINGDEPARTMENT195ARSENALSTREETWATERTO	
03/10/2019			

Ad Content Proof

NOTICE TO PROPOSERS RFP# 19-14 JEFFERSON COUNTY PURCHASING DEPARTMENT 195 ARSENAL STREET WATERTOWN, NEW YORK 13601-2565 (315)785-3077 Pursuant to the provisions of Section 103 of the General Municipal Law, State of New York, the following sealed proposal will be received, opened, and made available in the Jefferson County Purchasing Department for review at the time and date specified on Thursday, March 28, 2019 at 3:00 PM EST for RFP#19-14 Software for Jefferson County Public Health Preventive Unit. Proposal packages including detailed specifications relating to this solicitation are available at the office of the Jefferson County Purchasing Department or by E-mail at Purchasing@co.jefferson.ny.us The County reserves the right to reject any or all proposals.

Johnson Newspaper Corporation

Client:	16640	JEFFERSON CTY PURCHASING	Phone:	(315) 785-3077
Class.:	195 ARSENAL ST		WATERTOWN, NY 13601-2565	
Ad #	20423469	Requested By: MARY	Fax:	(315) 785-7591
Sales Rep.:	W312	Scott Parks	Phone:	(315) 782-1000
		sparks@wdt.net	Fax:	(315) 661-2521
Class.:	0110	Public Notices		
Start Date:	03/11/2019	End Date:	03/11/2019	Nb. of Inserts: 1
PO #:	19-14	Entered By:	SPARKS	
Publications:	Watertown Daily Times			
Paid Amount:	\$0.00	Balance:	\$35.96	
Total Price:	\$35.96			

NOTICE TO PROPOSERS
RFP# 19-14

JEFFERSON COUNTY PURCHASING DEPARTMENT
195 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2565
(315)785-3077

Pursuant to the provisions of Section 103 of the General Municipal Law, State of New York, the following sealed proposal will be received, opened, and made available in the Jefferson County Purchasing Department for review at the time and date specified on Thursday, March 28, 2019 at 3:00 PM EST for RFP#19-14 Software for Jefferson County Public Health Preventive Unit. Proposal packages including detailed specifications relating to this solicitation are available at the office of the Jefferson County Purchasing Department or by E-mail at Purchasing@co.jefferson.ny.us. The County reserves the right to reject any or all proposals.

Left Blank

Jefferson County Purchasing

From: Ginger Hall <gingerh@co.jefferson.ny.us>
Sent: Tuesday, March 5, 2019 2:54 PM
To: 'Purchasing'
Cc: marks@co.jefferson.ny.us
Subject: RE: Software RFP

*- As same as Home
as original list of
vendors ?
YES*

Looks great. No additional vendors to be added.

Thank you
Ginger

From: Purchasing <Purchasing@co.jefferson.ny.us>
Sent: Tuesday, March 5, 2019 2:32 PM
To: gingerh@co.jefferson.ny.us
Cc: marks@co.jefferson.ny.us
Subject: Software RFP

Ginger,

For Your Review and we got the list of vendors and want to know if you would like to add any additional vendors.

Thank You,

Mary Ann Shear
Jefferson County Purchasing Dept.
195 Arsenal St.
Watertown NY 13601
T 315-785-3077
F 315-785-7591

*3/6
Open Date for
PB release + ADV. P. 10/10/19
B. 10/10/19
D*

COUNTY OF JEFFERSON

REQUEST FOR PROPOSALS

RFP# 19-14

Date of Notice: March 5, 2019

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until _____AM/PM EST, on DAY, MONTH DATE, 2016 for the following:

Software for Jefferson County Public Health Preventive Unit

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please e-mail to Purchasing@co.jefferson.ny.us

County of Jefferson

Office of the Purchasing Department
Historic Court House
195 Arsenal Street
Watertown, New York 13601
Phone: 315-785-3077
Fax: 315-785-7591
Buyers
Karin Dorr
Amanda McCracken



Director
Mark Sachetti, CPPB

Email Addresses:

marks@co.jefferson.ny.us
karind@co.jefferson.ny.us
amccracken@co.jefferson.ny.us
avisg@co.jefferson.ny.us
mshear@co.jefferson.ny.us

Senior Account Clerk
Avis Gilmore
Account Clerk
Mary Ann Shear

RFP DRAFT REVIEW APPROVAL

TO: Ginger Hall Director of Public Health

FROM: PURCHASING

DATE: 3/5/2019

RE: Software for Jefferson County Public Health Preventive Unit

NEW RFP: RENEWAL / REPLACEMENT RFP:

INITIAL DRAFT: 2nd DRAFT: FINAL DRAFT:

Please make any desired modifications/updates to the specifications that apply to your Department, complete the recommendation section of this page, and return both the revised specifications and this page to our office.

RECOMMENDATIONS: (Please check one)

- Approved as submitted.
- Approved with changes as noted.
- Modifications / Updates made, return amended draft for final review and approval.

Department Head / Authorized Signature

Date

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COUNTY OF JEFFERSON

REQUEST FOR PROPOSALS

RFP# 19-14

Date of Notice: March 6, 2019

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **3:00 PM EST on THURSDAY, MARCH 28, 2019** for the following:

Software for Jefferson County Public Health Preventive Unit

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please e-mail to Purchasing@co.jefferson.ny.us

INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department.

B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at Purchasing@co.jefferson.ny.us. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than fourteen (14) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below,

the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer’s qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer’s Fee

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer’s facilities and equipment, references or previous contract performance with the County or others.

E. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. DEADLINES

One original and two (2) copies of proposals must be received by the County by no later than **3:00 PM EST on THURSDAY, MARCH 28, 2019**. Proposals received after this deadline will not be eligible for consideration.

PROPOSALS MAY NOT BE SUBMITTED VIA EMAIL

Proposals should be delivered to:
Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601
(315) 785-3077

H. FORM OF CONTRACT

The County intends to develop its own contract or issue a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

I. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

J. CONTRACT TERM

The initial contract term shall be three (3) years upon date of award with an option to extend the resulting contract for up to two (2) additional one-year terms under the same terms and conditions upon agreement of both parties in writing.

Notice of intent to renew will be provided to the contractor in writing by the County, normally within ninety (90) days of the expiration date of the current contract. This notice will not be deemed to commit the County to renew the contract for the renewal period, until such time as the County takes official action (generally in the form of a modified Purchase Order) to commit to such a renewal.

GENERAL CONDITIONS

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.

- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.

- D. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.

- E. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise

dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

- F. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- G. **Insurance Requirements:** CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit

Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment
--	---

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR'S compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Professional Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

- H. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

- I. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

- J. Delivery. All proposals should be addressed to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the County. In the event of the closing of certain County facilities and/or operations, and/or services due to an unplanned event or any cause beyond the County's control, the opening/due date will be rescheduled by the County.

- K. FOIL: All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

L. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

M. Iranian Energy Sector Divestment.

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

N. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

DETAILED SPECIFICATIONS

Jefferson County Public Health Service provides a comprehensive array of community health care and related services. The Preventive Unit/Local Health Department completes communicable disease investigations, surveillance, data reporting and analysis. The unit also conducts clinics for child, adult and travel immunizations as well as Sexually Transmitted Infections/Diseases. The unit is billing Patients, Medicare, Medicaid, Managed Medicaid and Commercial Insurances for Immunizations travel clinics and a portion of the sexually transmitted infection clinic visits. Clinic visits are scheduled via appointments on line, by phone and in person.

The unit is projecting 3,310 client encounters in 2019, 2,746 vaccinations and 7,111 communicable disease reports with 4,630 cases. The agency employs a Physician, Nurse Practitioner, three full time nurses and two clerical support staff.

At this time the unit is using software to schedule appointments and assist with developing claims. The agency is interested in facilitating efficiencies and avoid duplicated efforts. The agency is interested in purchasing one software package that will encompass all aspects of the services provided by the department with the following features:

- High Level of Automation
- Complete Patient medical record and documentation
- Clinical Workflow
- E-Prescribe
- Voice Recognition
- Patient Portal
- Scheduling of patients-appointment management
- Billing Management – automatic claim development for all types of pay Sources
- Practice Management
- Document Management
- Lab Integration
- Reporting and Analysis
- Supply inventory-including vaccines
- Interface with NYSIIS and other state databases

PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____ Federal ID Number: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer _____
Authorized Signature _____
Title _____
Date _____

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

- Our branch/division handles this type of proposal.
Correct name and mailing address is:

- We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

- We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____
MAILING ADDRESS: _____
CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative

DATE: _____

RFP Number: 19-14 RFP Name: Software for Jefferson County Public Health Preventive Unit

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

Left Blank

County of Jefferson

Office of the Purchasing Department
Historic Court House
195 Arsenal Street
Watertown, New York 13601-2565
315-785-3077
Fax: 315-785-7591



Email Addresses:

marks@co.jefferson.ny.us
karind@co.jefferson.ny.us
amccracken@co.jefferson.ny.us
avisg@co.jefferson.ny.us
mshear@co.jefferson.ny.us

Buyers
Karin Dorr
Amanda McCracken

Director
Mark Sachetti, CPPB

Sr. Account Clerk
Avis Gilmore
Account Clerk
Mary Ann Shear

To: All Bidders of Record
From: Jefferson County Purchasing Department
Date: March 22, 2019
Re: Bid # 19-04 NAME: Software for Jefferson County Public Health Preventive Unit

NOTICE OF ADDENDUM #1

Please be advised the bid opening date for the above referenced bid has been changed to Thursday, April 11, 2019 at 3:00 pm EST.

Please be advised that the following questions have been submitted and answers follow:

1Q. Is there any way we can please have an electronic copy sent to us?

1A. Yes.

2Q. Is there any way that the deadline can be extended so that we may have enough time to prepare a well-thought-out proposal?

2A. Yes, new due date of April 11, 2019.

3Q. We have a lot of the NYS County Health Depts. as clients and when we do the RFPS it unusually asks us for the specifications of our software with specific questions. I do not see this with this RFP and just wanted to make sure we got the whole RFP.

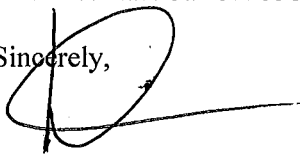
We want to make sure we fill it out correctly and know all the details before we complete it.

3A. The specifications really were the list provided on Page 11 of the Proposal Document.

Please acknowledge receipt of this addendum by returning a signed copy of this notice by fax, email or mail.

Please contact our office regarding any questions you may have at (315) 785-3077.

Sincerely,


Mark Sachetti
Purchasing Director

MS/mas/ag

Company Name

Authorized Representative Signature

Date

Avis Gilmore

From: Mark Sachetti <marks@co.jefferson.ny.us>
Sent: Tuesday, March 19, 2019 1:41 PM
To: avisg@co.jefferson.ny.us
Subject: FW: Question On RFP 19-14

That answered that question.....to include in addendum along with extension of due date...thanks

From: Ginger Hall <gingerh@co.jefferson.ny.us>
Sent: Tuesday, March 19, 2019 12:54 PM
To: 'Mark Sachetti' <marks@co.jefferson.ny.us>
Subject: RE: Question On RFP 19-14

The specifications really were the list I provided: Pg 11

From: Mark Sachetti <marks@co.jefferson.ny.us>
Sent: Tuesday, March 19, 2019 11:41 AM
To: gingerh@co.jefferson.ny.us
Subject: FW: Question On RFP 19-14

Ginger....
Received this question regarding the RFP.....your thoughts?

From: Jefferson County Purchasing <purchasing@co.jefferson.ny.us>
Sent: Tuesday, March 19, 2019 11:23 AM
To: marks@co.jefferson.ny.us
Subject: FW: Question On RFP 19-14

Mark

Questions for Software for Public Health.

Avis

From: Gary Normington <garyn@medent.com>
Sent: Tuesday, March 19, 2019 11:20 AM
To: Purchasing@co.jefferson.ny.us
Subject: Question On RFP 19-14

Good Morning

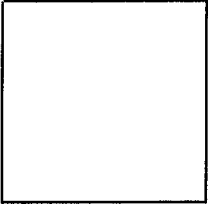
My mane is Gary Norming and I am the Medent Sales Rep Assigned to this RFP (19-14).

We have a lot of the NYS County Health Depts as clients and when we do the RFPS it unusually asks us for the specifications of our software with specific questions. I do not see this with this RFP and just wanted to make sure we got the whole RFP.

We want to make sure we fill it out correctly and know all the details before we complete it.

Thank You
Gary Normington

Cell # 315-729-3788



This message and any attachments may contain information that is protected by law as privileged and confidential, and is transmitted for the sole use of the intended recipient(s). If you are not the intended recipient, you are hereby notified that any use, dissemination, copying or retention of this e-mail or the information contained herein is strictly prohibited. If you received this e-mail in error, please immediately notify the sender by e-mail, and permanently delete this e-mail.

Avis Gilmore

From: Mark Sachetti <marks@co.jefferson.ny.us>
Sent: Monday, March 18, 2019 9:31 AM
To: avisg@co.jefferson.ny.us; 'Mary Ann Shear'
Subject: FW: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Please fwd electronic copy to them, and draft addendum that this will be extended to 4/11 @ 3pm...thanks

From: Ginger Hall <gingerh@co.jefferson.ny.us>
Sent: Monday, March 18, 2019 9:30 AM
To: 'Mark Sachetti' <marks@co.jefferson.ny.us>
Subject: RE: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Not at all

From: Mark Sachetti <marks@co.jefferson.ny.us>
Sent: Monday, March 18, 2019 9:29 AM
To: gingerh@co.jefferson.ny.us
Subject: FW: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Hi...

Do you have a problem extending the deadline by a week or two?

From: Jefferson County Purchasing <purchasing@co.jefferson.ny.us>
Sent: Monday, March 18, 2019 9:24 AM
To: marks@co.jefferson.ny.us
Subject: FW: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Mark

Question for RFP to extend deadline.

Thank you
Avis

From: Monique Dever <monique@patagoniahealth.com>
Sent: Thursday, March 14, 2019 9:43 AM
To: purchasing@co.jefferson.ny.us
Subject: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Good morning,

This morning we received a hard copy of the RFP 19-16 in the mail. Is there any way we can please have an electronic copy sent to us? Also, is there anyway that the deadline can be extended so that we may have enough time to prepare a well-thought-out proposal?

Thank you.

Sincere regards,
Monique Dever

Monique Dever
Marketing Executive, Patagonia Health
Email: monique@patagoniahealth.com
C: 919 260.2914
www.PatagoniaHealth.com

Jefferson County Purchasing

From: Monique Dever <monique@patagoniahealth.com>
Sent: Monday, March 18, 2019 3:42 PM
To: Jefferson County Purchasing
Subject: Re: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Thank you so much! And we are very thankful for the extension.

Monique Dever
Marketing Executive, Patagonia Health
Email: monique@patagoniahealth.com
C: 919 260.2914
www.PatagoniaHealth.com

On Mon, Mar 18, 2019 at 3:39 PM Jefferson County Purchasing <purchasing@co.jefferson.ny.us> wrote:

Dear Ms. Dever:

Attached is the RFP document you requested. Your request for extension has been granted and you will see an addendum soon with the new due date of Thursday, April 11, 2019 at 3:00 PM.

Thank you

Mrs. Avis Gilmore

Jefferson County Purchasing Department

195 Arsenal Street

Watertown NY 13601

T: 315-785-3077

F: 315-785-7591

From: Monique Dever <monique@patagoniahealth.com>
Sent: Monday, March 18, 2019 9:31 AM
To: Jefferson County Purchasing <purchasing@co.jefferson.ny.us>
Subject: Re: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Good morning, First, I am in error of the RFP number referenced. It should have read RFP #19-14 Software for Jefferson County Public Health Preventative Unit.

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

Phone: 919-238-4780

Fax: 919-238-7920

Thank you!

Monique

Monique Dever
Marketing Executive, Patagonia Health
Email: monique@patagoniahealth.com
C: 919 260.2914
www.PatagoniaHealth.com

On Mon, Mar 18, 2019 at 9:23 AM Jefferson County Purchasing <purchasing@co.jefferson.ny.us> wrote:

Dear Ms. Dever:

We will need your complete Company Name, Address and Telephone and fax numbers then we can forward the Proposal to you. I will forward your question to our Purchasing Director.

Thank you

Mrs. Avis Gilmore

Jefferson County Purchasing Department

195 Arsenal Street

Watertown NY 13601

T: 315-785-3077

F: 315-785-7591

From: Monique Dever <monique@patagoniahealth.com>

Sent: Thursday, March 14, 2019 9:43 AM

To: purchasing@co.jefferson.ny.us

Subject: RFP 19-16 Software for Jefferson County Public Health Preventative Unit

Good morning,

This morning we received a hard copy of the RFP 19-16 in the mail. Is there any way we can please have an electronic copy sent to us? Also, is there anyway that the deadline can be extended so that we may have enough time to prepare a well-thought-out proposal?

Thank you.

Sincere regards,

Monique Dever

Monique Dever

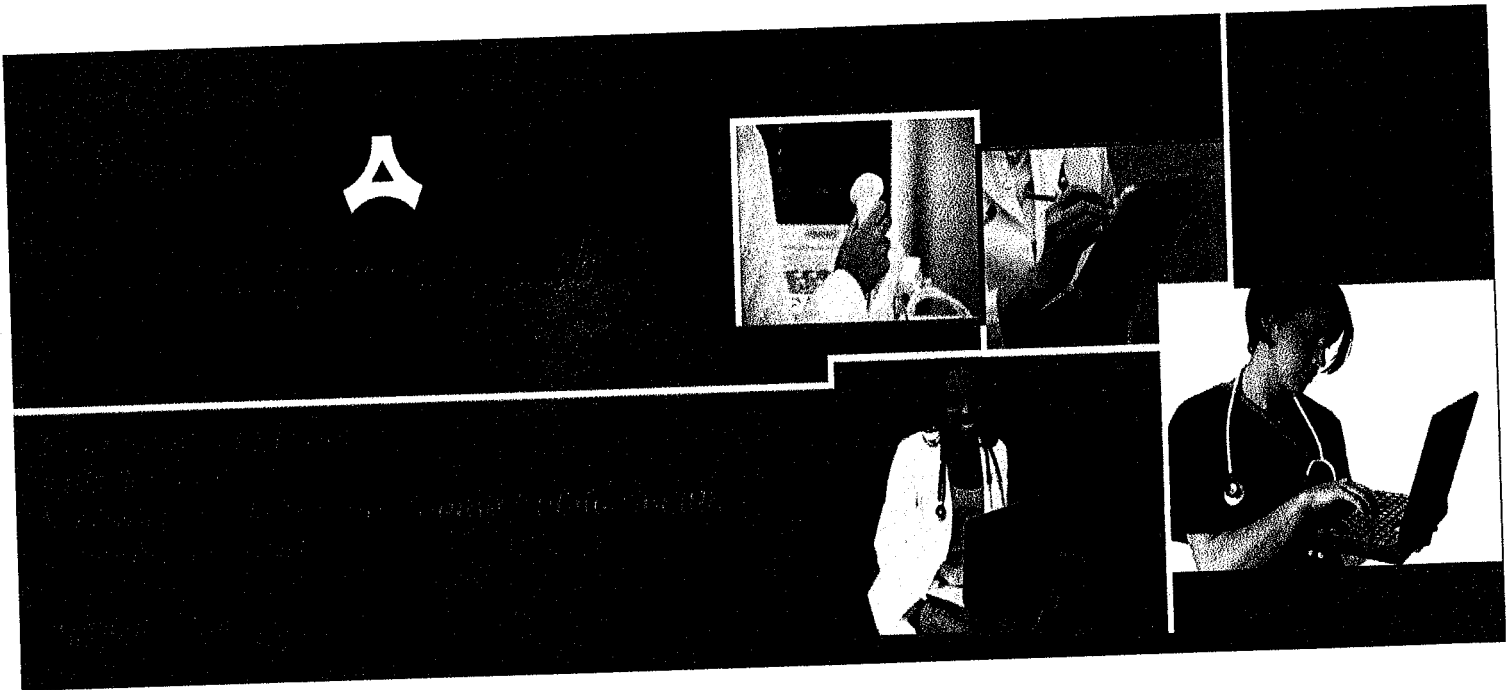
Marketing Executive, Patagonia Health

Email: monique@patagoniahealth.com

C: 919 260.2914

www.PatagoniaHealth.com

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ORIGINAL

Contact:

Jason Suter
Director of Business Development
Phone: (919) 439-1251
Jason@patagoniahealth.com

Patagonia Health Inc.
15100 Weston Parkway, Suite 204
Cary, NC 27513
www.patagoniahealth.com

County of
Jefferson

RFP 19-14

Software for
Jefferson County
Public Health
Preventative Unit

Presented by
Patagonia Health

1

COVER LETTER
Corporate Information
W-9, Certificates, and Certifications

2

SPECIFICATIONS

3

REFERENCES

4

REQUIRED FORMS

5

PRICING

6

SUPPORTING DOCUMENTS

7

8



Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601

ORIGINAL

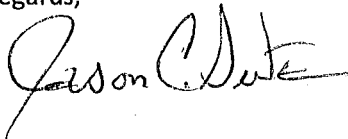
RE: Request for Proposal 19-14 Software for Jefferson County Public Health Preventative Unit

We would like to thank the County of Jefferson for the opportunity to participate in your RFP for software for Public Health Preventative Unit. We believe the Patagonia Health's EHR system is a solution that will meet your vision and requirements, at the onset of the project and for future developments. Our EHR solution includes an integrated, federally-certified, complete end-to-end solution comprising of patient registration, electronic charting, billing, reporting and patient engagement. We offer a complete Public Health-focused EHR.

Patagonia Health has successfully adapted our commercial off the shelf (COTS) EHR software for well over one hundred (100) county health departments in twenty (20) states across the nation, including New York. These successful deployments include functionality similar to your needs and our system is currently connecting to NY-SIIS. Patagonia Health's EHR platform provides the freedom and flexibility to personalize the EHR to your specific agency needs, using an affordable and user-centered approach.

Within the next several sections of our proposal response, you will find supporting evidence that Patagonia Health is a great solution for all your Health Department operations. We look forward to working with you on next steps. If you would like to setup a demonstration to address any further specific needs you have, we would highly recommend that. Please let me know if you are missing any information or need any additional information or clarification.

Regards,



Jason Suter
Director of Business Development
Patagonia Health, Inc.
Email: jason@patagoniahealth.com
Phone: (919) 439-1251

Corporate Information

Patagonia Health, a Minority Owned, Small Business, was started in 2009 by healthcare software veterans. Patagonia Health entered an already heavy EHR market by leveraging cloud and apps technology to build a modern and easy-to-use EHR.

Co-Founders



Ashok, Mathur
Chief Executive Officer



Sonali Luniya, PhD
Chief Customer Officer



Abhi Muthiyan
Chief Technology Officer

Legal Name: Patagonia Health, Inc.
Headquarters: 15100 Weston Parkway, Suite 204, Cary, NC 27513
Billing Address: 202 Midenhall Way
Cary, NC 27513
Main Phone: (919) 238-4780
Main Fax: (919) 238-7920
Date Incorporated: February 9, 2009
Federal Tax ID#: 26-424-6453
Business Structure: Corporation (S-Corp) Small Business, Minority Owned

Company Focus: Patagonia Health was started in 2009 by healthcare software veterans who worked at Misys Healthcare (now Allscripts). Users at prior company complained that Electronic Health Records (EHR) software was not easy to use. Patagonia Health leveraged cloud and apps technology to build a modern and easy-to-use EHR.

Apart from growth, our company goal is to achieve 100% customer reference ability. Our growth strategy is simple: Serve our existing customers well to achieve our growth goal. Users select Patagonia Health for modern, easy to use EHR while counties recommend us to other agencies for our superb service. We earn good references by helping users get the most out of their EHR by continuous user education (well beyond initial go live), product innovations and collaborative enhancements.

Customer & Revenue Growth/loss trends: Patagonia Health EHR is used in over 100 county health departments in 20 states. We have been selected as top 5% of fastest growing companies, in the nation, by Inc. Magazine. Patagonia Health's service has been recognized nationally and earned several Stevie Awards: Gold Medal (2018), Bronze Medal (2017, 2016). Over the past 10 years, over 99% of the county

health departments have renewed their annual contracts. Health department staff and administrators select our product for its rich functionality, and choose to stay for our superb customer service.

Technology: Patagonia Health EHR is built on a Software as a Service (SaaS) multi-tenant model built on Microsoft platform. The micro service-based architecture serves thousands of users and is designed to scale seamlessly for a much larger user base. We host the application for our customers and are flexible if a customer wishes to host the application on their own servers.

Hosting: For hosting its application, Patagonia Health uses commercial data center with Flexential (<https://www.flexential.com/>) with prime center located in Research Triangle Park, North Carolina with a backup in Cincinnati, Ohio.

Research and Development: The three co-founders of Patagonia Health are engineers and we have a passion for technology. Innovation is in our DNA, thus we invest heavily in R&D. We collaborate with customers to bring innovations like GIS Health Mapping, to county health departments. Patagonia Health continues to innovate for the future. As an example, we continue to invest in health analytics as well as explore innovations utilizing artificial intelligence and speech enabled EHR. \

No Disciplinary Actions: Patagonia Health Inc., nor any of its principals, have ever been involved in any litigation, arbitration, mediation, or any other form of legal action related to the implementation of any system. No client of Patagonia Health, Inc. has filed any actions against Patagonia Health for failure to perform on any engagement.

Enclosed: W-9, Certificates of Insurance, and Certifications

Certificate of Health IT Compliance

This is to certify that:
Patagonia Health EHR 5

From:
Patagonia Health
<http://patagoniahealth.com>
15100 Weston Parkway Suite 204
Cary NC 27519

Completed Certification of the Following Health IT Modules:

ONC Certified HIT
2015 EDITION



Modules Tested: 170.315 (a)(1-14); (b)(1-6); (c)(1-3); (d)(1-9, 11); (e)(1-3); (f)(1,2); (g)(2-9)
Clinical Quality Measures tested: 2v6; 68v6; 69v5; 117v5; 122v5; 124v5; 128v5; 130v5;
134v5; 138v5; 146v5; 159v5; 161v5; 164v5; 165v5; 177v5
Additional software used: NewCropRx

This Health IT module(s) is 2015 Edition compliant and has been certified by an ONC-ACB in accordance with the applicable certification criteria adopted by the Secretary of the U.S. Department of Health and Human Services. This certification does not represent an endorsement by the U.S. Department of Health and Human Services. Drummond Group is accredited by ANSI and approved by ONC for the ONC Health IT Certification Program to certify: Health IT Module(s) and Certification of other types of Health IT for which the Secretary has adopted certification criteria under Subpart C of 45 CFR.

Holds Certificate No: 15.04.04.2139.Pata.05.00.1.180420

Date Certified: 04/20/2018

Effective Date: 2015 Edition

For and on behalf of Drummond Group:



Jodi Gonzalez, Certification Body Manager



ISO/IEC 17065
Product Certification Body
#1045

*This certificate remains the property of Drummond Group and shall be returned immediately upon request.
To be read in conjunction with the scope above or any attached appendix.*

Certificate of EHR Compliance

This is to certify that:

EHR 4.0

From:

Patagonia Health

<http://www.patagoniahealth.com>

15200 Weston Parkway, Suite 106

Cary, NC 27513

Completed EHR Certification of the Following:

Complete EHR Ambulatory



Modules Tested: 170.314(a)(1-15); 170.314(b)(1-5, 7)
170.314(c)(1-3); 170.314(d)(1-8); 170.314(e)(1-3); 170.314(f)(1-3); 170.314(g)(2-4)

Clinical Quality Measures tested: CMS069v2;
CMS122v2; CMS126v2; CMS134v2; CMS138v2;
CMS146v2; CMS148v2; CMS165v2; CMS166v3

Additional software used: EMR Direct

This Complete EHR certification is 2014 Edition compliant and has been certified by an ONC-ACB in accordance with the applicable certification criteria adopted by the Secretary of the U.S. Department of Health and Human Services. This certification does not represent an endorsement by the U.S. Department of Health and Human Services or guarantee the receipt of incentive payments. Drummond Group is accredited by ANSI and approved by ONC for the ONC HIT Certification Program to certify: Complete EHR, EHR Module (all), and Certification of other types of HIT for which the Secretary has adopted certification criteria under Subpart C of 45 CFR.

Holds Certificate No. 03282014-2220-5

Date Certified: 03/28/2014

Effective Date: 2014 Edition

For and on behalf of Drummond Group:

Richard Drummond

Rik Drummond, CEO



ANSI Accredited Program
PRODUCT CERTIFICATION

*This certificate remains the property of Drummond Group and shall be returned immediately upon request.
To be read in conjunction with the scope above or any attached appendix.*

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Patagonia Health Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 202 Midenhall Way	
	6 City, state, and ZIP code Cary, NC 27513	
	7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
2 6 - 4 2 4 6 4 5 3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Ashok Mathur	Date ▶ August 13, 2018
------------------	--	-------------------------------

Digitally signed by Ashok Mathur
 DN: cn=Ashok Mathur, o=Patagonia Health Inc, ou, email=ashok@patagoniahealth.com, c=US
 Date: 2018.08.06 17:02:56 -0400

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Specifications

Patagonia Health is well poised to provide the Jefferson County Public Health Preventative Unit an efficient and scalable Electronic Health Record (EHR) software. The Patagonia Health EHR software was developed over the past 10 years by collaborating with public health departments across the nation. It is a complete, end-to-end solution comprising of patient registration, electronic charting, billing, reporting and patient engagement. Because the Patagonia Health EHR is a Software as a Service (SaaS) solution, it is an agile and adaptable software. Patagonia Health offers a high level of automation throughout the solution. Patagonia Health is the only real-time modular application or “apps-based” EHR for public health agencies in the nation. The concept of apps is easily understood today due to the predominance of smartphones. Apps create automation and personalize the user-experience of the EHR. Patagonia Health’s approach to Electronic Health Record design puts users in control of their technology where users can prioritize the apps they need and arrange an interface that fits their job function and automation.

1. High Level of Automation

Patagonia Health Response: Apps are software components that are easily installed and configured, without requiring IT department intervention. Once data is entered, it auto-populates those fields throughout the entire patient record.

An example of automation: once visits are approved; the Patagonia Health system will automatically send the claim to the Clearinghouse without the need to “batch” claims and send in groups. Once the Electronic Remittance Advice (ERA) is available, the system will automatically pull in the ERA file and post the payments, denials, and adjustment codes to the claim. Preconfigured reports are available for ease of claim correction and refiling if necessary.

Additionally, efficiently designed workflow automation prevents toggling between multiple screens or having multiple tabs open. For example, Insurance Eligibility Verification is accessible in 4 locations in the solution - Check-In, patient demographics, Electronic Super Bill (ESB) and billing. There is no need to navigate to the Insurance Eligibility screen, it’s a button in Check-In, where you need it, that looks and acts the same as the button in Patient Demographics reducing the learning curve for end-users as well.

2. Complete Patient medical record and documentation

Patagonia Health Response: 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, speech to text, etc., whichever methods they prefer to document, making it easier and faster. Also, 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 as 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 CCD 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.

3. Clinical Workflow

Patagonia Health Response: Each user will have their own home screen with a Dashboard configured to their specific job function. This Dashboard contains all of the outstanding tasks assigned to the user including, but not limited to:

- Scheduled patients, and if they have arrived
- Clinical documentation pending completion, including Assessments, Treatment Plans, and Progress Notes
- Documents assigned to the user for review
- Lab results
- E-renewals for medications

Patagonia Health solution dashboard shows the users and their supervisors any pending clinical documentation. Within the client chart the users can set up health maintenance monitoring rules which will show as pop-ups for overdue items. Visual color coding in the charts show expired treatment plans, authorizations, goals etc. Users can also run reports to identify clients who are due for Treatment Plans, Re-assessments etc. These reports can be created based on date ranges, active caseloads and several other parameters for all users. The solution can be customized to flag providers for overdue documentation

It also lists clinical documentation assigned to a user for review. The users can run reports to identify clients who are due for Treatment plan reviews, authorization renewals, last time client was seen, clients on the active caseload not seen for specified amount of time etc.

Patagonia Health solution has several daily activity reports:

- List of all appointments in the solution and their status (seen/unseen etc.)
- List of all notes created in the solution and their status (pending, signed, sent to billing)
- List of all billing encounters/super bills created in the solution and their associated notes
- List of medications prescribed and dispensed from the solution
- List of all Orders (Labs, Referral) and their current status
- Reports with clinician time broken up by service time, transportation time, documentation time and any other non-billable time.
- Reports with number of services provided by each clinician daily with billed charges and estimated revenue.

4. E-Prescribe

Patagonia Health Response: E-Prescribing is integrated in our solution from Surescripts, the nationwide network of pharmacies. You can print off the prescription and give it directly to the patient or send the prescription electronically to any pharmacy in the country which is on the nationwide Surescripts network. Also, our solution supports electronic prescribing of controlled substances. Patagonia Health also maintains an inventory of internal medications and medication dispensing. Additionally, the patient's medication history can be downloaded from Surescripts into Patagonia Health saving time and increasing accuracy.

5. Voice Recognition

Patagonia Health Response: Patagonia Health is voice dictation-ready (e.g. Dragon). Jefferson County can hire any 3rd party vendor they like. 3rd Party vendor will typically charge for the software license, implementation and training of dictation software. There are no additional fees from Patagonia Health to add dictation software.

Patagonia Health also offers at an additional price, Phrase Express. Phrase Express provides a unique way of fast-tracking the clinical documentation process. This allows users to save all their favorite phrases directly in the EHR. Phrase Express expands text abbreviations into long phrases. Users can share phrases with other users or work groups in the same agency. For example, the user can save a phrase as "RTC 2 w". When the user types "RTC 2 w" Phrase Express will expand it as "Return to clinic in 2 weeks".

6. Patient Portal

Patagonia Health Response: 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 CCD 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. The Patient Portal can also be accessed in Google Chrome to include built-in Google Translate.

7. Scheduling of patient's appointment management

Patagonia Health Response: Patagonia Health supports a robust and customizable scheduling system. If you are familiar with Google or Outlook then our Calendar will look and feel similar.

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 optional Communicator App (additional charge for this 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 out 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.

8. Billing Management - automatic claim development for all types of pay sources

Patagonia Health Response: In Patagonia Health EHR, once the clinician completes the visit and the information is sent to billing staff via our Electronic Super Bill (ESB) screen, the billing staff reviews the ESB and makes any necessary changes, like adding modifiers. When the billing staff completes their review of the ESB, Patagonia Health will perform an initial data scrub prior to automatically sending the claim to the clearinghouse. There is no batching or waiting until the end of the day or uploading/downloading the 837 files. The initial data scrubber will let the biller know if anything is missing from the claim, for example, DOS, POS, NPI, etc. The biller corrects the error on a screen that mirrors the CMS1500 form, making it easy. The biller makes the appropriate corrections and the claim is automatically sent through the clearinghouse to the payer. Patagonia Health includes unlimited claims submission (CMS1500), unlimited Insurance Eligibility checks, and unlimited Electronic Remittance Advices (ERA).

9. Practice Management

Patagonia Health Response: Our integrated Practice Management solution includes Appointment Management (covered in question #7 above) and Patient Registration to support check-in and check-out roles and all supporting reports.

Patient Demographics include tabs for Patient Demographic Information, Provider, Insurance, Service Enrollment, Authorizations, Household Income, Sliding Fee Scales, Parent Details/Emergency Contact, Staff Notes and Declaration of Income sign-off etc.

Patient tab includes, but not limited to, first/last name, preferred name, date of birth, gender, gender identity, sexual orientation, marital status, race, ethnicity, employment, school, start/intake date, preferred language, country of origin, CNDID, SSN, Veteran Status, Driver's License Number including optional ability to scan patient ID such as Insurance card or driver's license (solution auto populates scan data eliminating keystroke errors), Patient Photo, Agricultural Worker, Seasonal Farm Worker, Homeless, Contact Information (mailing address, verifying mailing address, phone numbers, preferred contact method), No Snail Mail, Needs Interpreter and ability for us to create fields for you.

Provider tab includes Primary, Referring, Patient Pharmacy and Dental Providers.

Insurance tab includes Primary, Secondary and Tertiary Insurance, Patient ledger (detailed explanation of patient balance or enter transactional information), Insurance Eligibility Verification, Scan Insurance Card (reduce keystroke errors) and retrieval of Inactive Insurances.

Service Enrollment tab includes list of services, providers, start/end dates, referral source, status, location of Programs.

Authorizations tab includes service, start/end date, status (approved?), program, hour/units authorized, hours/units remaining, etc.

Household Income tab includes the ability to add as many household members, relationships, employer, annual income, proof of income, and dates verified.

Slide Fee Scales tab includes list of all patient's current benefits, list of All Programs, financial eligibility, sliding fee scale (can have more than one sliding fee scale and each sliding fee scale can have one or more programs; this configuration determines the percentage of each program), Declaration of Income (for patient to electronically sign), etc.

Parent Details/Emergency Contact tab is for parent and emergency contact information.

Staff Notes tab is an area for the staff to put reminders or patient specific information.

10. Document Management

Patagonia Health Response: Patagonia Health's Document Management system provides a way to manage old paper documents and incoming paper documents, like old charts, insurance cards, driver's license, intake referrals etc. All scanned documents are stored in bins within the patient chart and available for quick retrieval whenever needed. These bins are labeled and personalized to your practice to make it easier and more familiar for your users.

11. Lab Integration

Patagonia Health Response: Patagonia Health can interface with commercial labs like LabCorp and Quest/Solstas, for results only or bi-directionally. Interfaces to any other external labs can be done via a standard HL7 interface for example, state labs or hospital labs.

Patagonia Health's bi-directional capabilities for lab interfaces can send lab orders and receive lab results. Please note, we are limited by the lab's capability; not all labs or hospitals have bi-directional capabilities, so in those incidents, we will not be able to provide bi-directional options.

12. Reporting and Analysis

Patagonia Health Response: Patagonia Health has an 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, PDF, CSV, as well they can be saved for future use.

Meaningful Use reports are standard from day one. Users can create the Meaningful Use Stage 2 2018 Edition Reports at Go-Live. Also, the users can see the provider performance numerator, denominator

as well as if they are above the required measure threshold. The report also creates a list of patients that did not meet the measure so the users can easily provide feedback to the provider of where they missed performing the meaningful use measures and make appropriate workflow corrections.

HIPAA compliant reports are also part of the standard report set. Patagonia Health has a detailed audit trail of user access, edits and updates to the records in the solution. These audit reports are available in the solution from initial setup, training and Go-Live. More than 30 audit reports from various areas of the solution listed below are available at Go-Live.

13. Supply inventory, including vaccines

Patagonia Health Response: Patagonia Health's Pharmacy App can manage inventory for all medications and medical supplies that can be prescribed to a patient.

Patagonia Health's robust 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 (vaccine or medication) turns red when it's about to expire or needs to be reordered. Additionally, there are numerous reports, canned and ad-hoc, for you as well.

14. Interface with NYSIS and other state databases

Patagonia Health Response: Yes, we are presently in the testing phase with NYSIS for our other NY County Public Health Departments. Patagonia Health has interfaced with a variety of registries, practice management systems, diagnostic labs, HIE's and other custom interfaces. We have the expertise to interface with any systems. That system must be able to support one or more of the following interfaces: HL7, CCD, XML over SOAP or API web service, JSON.



Vendor References

Below is a list of customers that are experienced users of the Patagonia Health EHR. We welcome you to reach out to any of the contacts to ask questions and or to set up site visits.

Cleveland County Public Health Center (customer since 2014)

200 Post Road, Shelby, NC 28152-6227

Contact: Alisa Leonard, Director of Nursing,

Email: Alisa.Leonard@clevelandcounty.com

Phone: 980-484-5100

<http://clevelandcounty.com/cchd/>

Washoe County Health District (customer since 2015)

1001 E. 9th Street, Building B, Reno, NV 89512

Contact 1: Steve Kutz, Division Director, Email: skutz@washoecounty.us

Contact 2: Brantley Hancock, Department Systems Specialist, Email: bhancock@washoecounty.us

Phone: (775) 328-2400

<https://www.washoecounty.us/health/>

Mid-Michigan District Health Department (customer since 2016)

615 N State Street Suite 2, Stanton MI 48888-9702

Contact: Andrea Tabor, RN, BSN, MPH, Director of Community Health & Education

Email: atabor@mmdhd.org

Phone: (989) 831-3639

<http://www.mmdhd.org/>



County of Jefferson

Office of the Purchasing Department
Historic Court House
195 Arsenal Street
Watertown, New York 13601-2565
315-785-3077
Fax: 315-785-7591



Email Addresses:

marks@co.jefferson.ny.us
karind@co.jefferson.ny.us
amccracken@co.jefferson.ny.us
avisg@co.jefferson.ny.us
mshear@co.jefferson.ny.us

Buyers
Karin Dorr
Amanda McCracken

Director
Mark Sachetti, CPPB

Sr. Account Clerk
Avis Gilmore
Account Clerk
Mary Ann Shear

To: All Bidders of Record
From: Jefferson County Purchasing Department
Date: March 22, 2019
Re: Bid # 19-04 NAME: Software for Jefferson County Public Health Preventive Unit

NOTICE OF ADDENDUM #1

ORIGINAL

Please be advised the bid opening date for the above referenced bid has been changed to Thursday, April 11, 2019 at 3:00 pm EST.

Please be advised that the following questions have been submitted and answers follow:

1Q. Is there any way we can please have an electronic copy sent to us?

1A. Yes.

2Q. Is there any way that the deadline can be extended so that we may have enough time to prepare a well-thought-out proposal?

2A. Yes, new due date of April 11, 2019.

3Q. We have a lot of the NYS County Health Depts. as clients and when we do the RFPS it unusually asks us for the specifications of our software with specific questions. I do not see this with this RFP and just wanted to make sure we got the whole RFP.

We want to make sure we fill it out correctly and know all the details before we complete it.

3A. The specifications really were the list provided on Page 11 of the Proposal Document.

Please acknowledge receipt of this addendum by returning a signed copy of this notice by fax, email or mail.

Please contact our office regarding any questions you may have at (315) 785-3077.

Sincerely,

Mark Sachetti
Purchasing Director

MS/mas/ag

Patagonia Health
Company Name

Jason C. Dorr
Authorized Representative Signature

4/15/19
Date

PROPOSAL CERTIFICATIONS

ORIGINAL

Firm Name: Patagonia Health, Inc.

Business Address: 15100 Weston Parkway, Suite 204

Telephone Number: 919-238-4780

Fax Number: 919-238-7920

Email: amos@patagoniahealth.com

Federal ID Number: 26-4246453

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No X

II. Non-Collusive Bidding Certification

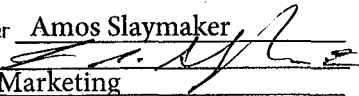
By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

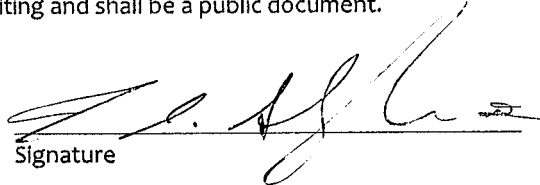
B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer Amos Slaymaker
 Authorized Signature 
 Title VP, Sales & Marketing
 Date March 29, 2019

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

ORIGINAL

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.



Signature

VP, Sales & Marketing

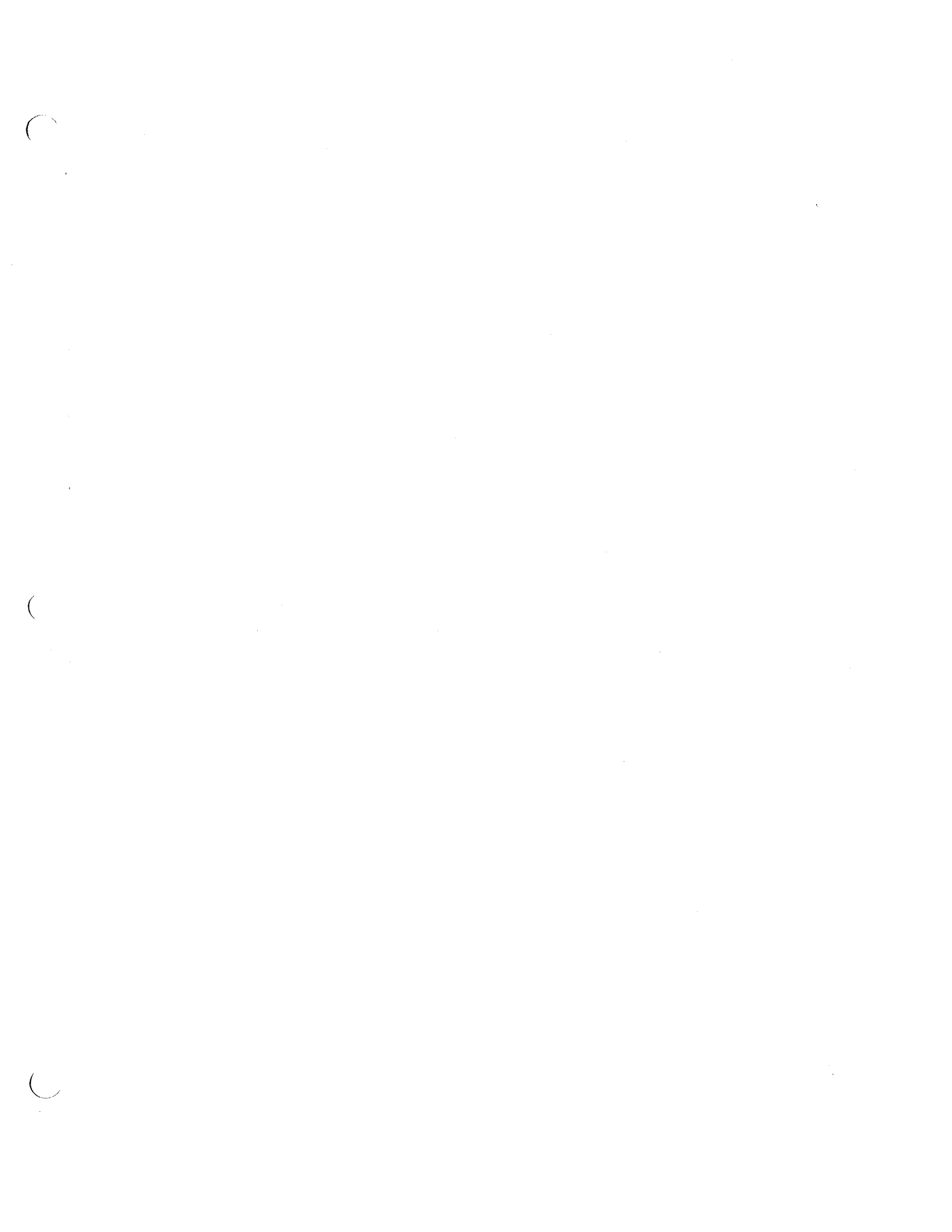
Title

Patagonia Health, Inc.

Company Name

March 29, 2019

Date



Pricing for Jefferson County Public Health Preventative Unit RFP

The following document is the Patagonia Health Sales Agreement for Jefferson County Public Health Preventative Unit RFP. Included in the Sales Agreement are items like the HIPAA Business Associate Agreement, Subscriber Services Agreement, Terms, Order Form, ACH Preauthorized Payments and Signature Page. This is the Sales Agreement that Patagonia Health has utilized for signing over 150+ Public Health Departments across the country to date. We would like to utilize this same Sales Agreement for Jefferson County Public Health Preventative Unit but are willing to discuss.

On page #9 and #10 of the Sales Agreement is your "Order Form." It lists everything that is included in the system based on your RFP. It includes access to the system for 7 users and 3 days of on-site training with 8 hours of remote training via web meeting.

Your "Total Payments" is on the bottom of Page #10. Patagonia Health has given you 2 months free, so, your monthly invoiced payment of \$500 will start on the 1st day of the 3rd month. You will be responsible to pay \$18,000 upfront at execution of the Sales Agreement. This upfront payment includes system set up, on-site training and first month subscription fee.

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.	\$500.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$10,000.00) + Training (\$7,500.00) + first monthly subscription fees (1 * \$500.00/month) = \$18,000.00.	\$18,000.00

On page #11 is the "5-Year Price". Your total 1st year, out-of-pocket is \$22,500 and total cost for all 5 years \$48,998.

5-Year Price:

Payments	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$22,500.00	\$6,240.00	\$6,489.60	\$6,749.18	\$7,019.15	\$48,998.00

Page #12 is "Payment Schedule Options". Payment "Option A" is self-explanatory. In payment "Option B", Patagonia Health is offering a 2% discount (-\$450) if Jefferson County Public Health Preventative Unit pays all first year and then each subsequent annual payment's in full.

The items listed in the chart, on page #13 are not included in your pricing for this RFP. If you would like to select an item to be included, place your initials in the "Initial to Purchase" column. If you have any items of interest that are not listed, please let us know.



Sales Agreement

Presented to

Jefferson County Public Health Preventative Unit
4/3/2019

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, **Jefferson County Public Health Service** ("Client" or "Subscriber") located at 531 Meade St., Watertown, NY 13601.

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. 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.
2. 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

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. 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.
2. 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.
3. 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.

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. Service Provisions**1.1 Software**

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 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 (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 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 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.

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.

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 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

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

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
<p>Includes: Named Users</p> <p>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.</p> <p>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.</p> <p>Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises.</p> <p>Includes 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>Includes 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>	7	Included	Included
<p>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.</p>		Included	NA
<p>Data Migration: Import of customer provided Patient Demographic data.</p>		Included	NA
<p>Interface: NY State Immunization Information System (NYSIIS).</p>		Included	Included
<p>Interface with one of the following labs: Labcorp, Solstas, or Quest: (Results Only).</p>		Included	Included

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
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
# of Onsite Training Days (Note: Days quoted are per person days).	3	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.		Included	NA
Additional hours sold in 2-hour increments (4 hours min) at \$100/hour.			

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.	\$500.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$10,000.00) + Training (\$7,500.00) + first monthly subscription fees (1 * \$500.00/month) = \$18,000.00.	\$18,000.00

5-Year Price:

Payments	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$22,500.00	\$6,240.00	\$6,489.60	\$6,749.18	\$7,019.15	\$48,998.00

PAYMENT SCHEDULE OPTIONS:

OPTION A (Payment Terms):

Initial to Accept Option A: _____

- (a) Upfront Payment (implementation, training and first month's payment): \$18,000.00
(Due within 30 days of contract date)
- (b) Ongoing Monthly. First 2 months free. Each monthly Payment: \$500.00
- (c) Total First Year Payments (\$18,000.00 + 9 * \$500.00): **\$22,500.00**

OPTION B (All Annual Payments, each year, paid in advance):

Initial to Accept Option B: _____

- (a) Total Year 1 Contract Amount: \$22,500.00
- (b) Discount on only first year total payment (2%) - \$450.00
- (c) Total Payment after discount for Year 1: **\$22,050.00**
(Due within 30 days of invoice/contract date)

The items listed in the chart below are not included in your pricing for this RFP. If you would like to select an item to be included, place your initials in the "Initial to Purchase" column. If you have any items of interest that are not listed, please let us know.

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee	Initial to Purchase
Any other interfaces of interest to Jefferson County, that is not listed, would need to be scoped for work.				
Immunization Barcode scanning software. (Barcode Scanning Software to support Immunization Inventory App. Increase speed and accuracy of immunization inventory).		\$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 10 consents provided during implementation and train you to use the consent editor tool allowing for unlimited number of patient consents).	10.00 forms	\$2,000.00	\$50.00	
Communicator App. (Automated patient appointment reminders via text, voice and/or email).		\$500.00	\$100.00	
Electronic Fax. (Allows for paperless inbound faxes with quick and easy outbound faxing. Unlimited number of fax pages) (Price is per 1 fax line)	1.00	\$700.00	\$70.00	
Institutional 837i (UB 04) billing. (per NPI)		\$250.00	\$100.00	
Patient ID Scanning Feature. Directly scan patient driver license and/or insurance card information into patient demographics (Scanner purchased by the customer) (Price is for one location).		\$500.00	\$60.00	
Phrase Express (Saves frequently used phrases for MDs, NPs, and PAs). – Monthly price is per user.		\$500.00	\$20.00	

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 emailed to jason@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.





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:

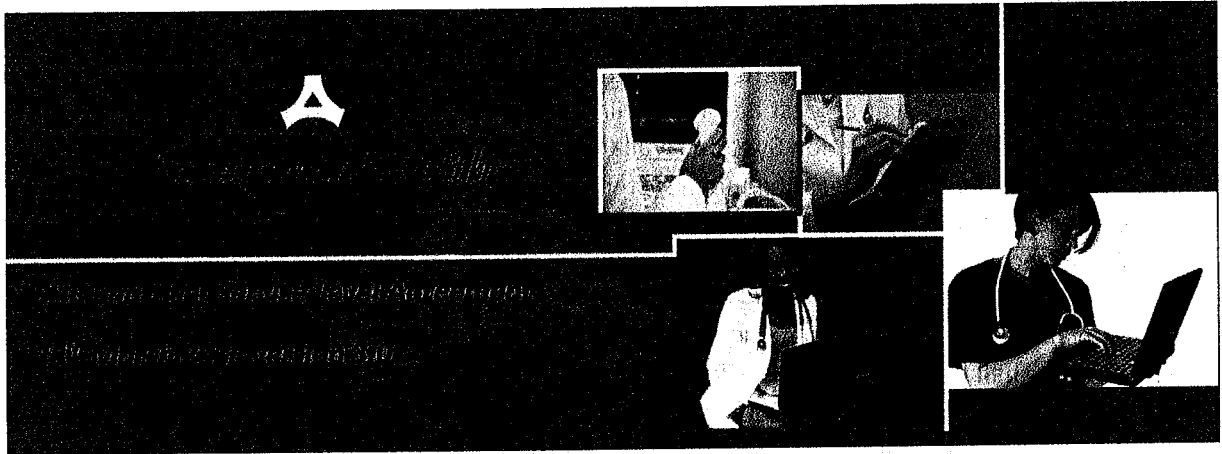
1. Discovery – the process of reviewing current system data and data entry
 - Customer is responsible for extracting data from current system and providing it to Patagonia Health in the specified format – refer to the Patagonia Health pre-defined data migration spreadsheets
 - Patagonia Health available 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)

PatagoniaHealth

- 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)



Abhi Muthiyan

Patagonia Health Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

www.PatagoniaHealth.com

Patagonia Health End-User SLA

1. Definitions

- i. Availability Exceptions shall mean the exceptions listed in section 2.4 System Availability Exceptions below.
- ii. Downtime shall mean the number of minutes per month Patagonia Health EHR is not available as determined by two independent measurement systems returning consecutive HTTP error 404 (page not found) over at least a ten (10) minute period. Downtime minutes must be confirmed in accordance with 2.1 Section System Availability Objective
- iii. Customer reported issues shall mean system problems described in Section 2.2 which shall be classified as Critical, High, Medium and Low priority issues.
- iv. Permitted downtime shall mean the number of minutes of downtime per month that are attributable to the availability exceptions listed in Section 2.4.
- v. Unplanned downtime shall mean all downtime that is not permitted downtime.
- vi. Uptime shall mean the number of minutes per month that are not considered downtime.
- vii. System availability shall mean a percentage calculated as follows (Uptime minutes in calendar month) / (total minutes in calendar month – Permitted downtime).
- viii. System availability objective shall mean an overall average system availability of ninety-nine point five percent (99.5%) as determined on a calendar month basis.

2. Objectives

2.1 System Availability Objective

- i. Availability: Patagonia Health will cooperate in good faith to provide the Patagonia Health EHR in a manner that satisfies system availability objective. Normal hours for operation of Patagonia Health are considered to be Monday – Friday 7:00am – 10:00pm ET; Saturday 8:00am – 8:00pm ET, excluding Patagonia Health holidays. Any period of Unplanned Downtime in excess of 10 consecutive minutes will contribute to the monthly sum of Unplanned Downtime.
- ii. Response time: Patagonia Health will make commercially reasonable efforts to complete page loads in 30 seconds or less, over broadband connection (3Mbps or greater downlink speed), using hardware as specified in the hardware specifications document. Page load time is defined as the time it takes from when user clicks on a link to the time first HTML element appears and user can click on the page or scroll through the page. Response time of longer than 30 seconds may not be a Patagonia Health violation if requirements in section 4 Customer Responsibility are not met.
 - a. 30 second response time is for the page to load. This is dependent on user's configuration. Since Patagonia Health allows users to configure their own screen, overloading may occur which hampers response time.

- b. After page has loaded, common operations like saving encounter note, saving allergies, editing and saving patient demographics, signing and locking encounter notes will complete in 20 seconds or less.
- c. Exceptions to the 20 second response time include reports execution, third party sites or queries. These third party sites include Surescripts® medication history query, insurance eligibility verification, Direct Secure Messaging HISP and any new site that is added in the future. Access to these sites may be optional or Patagonia Health may temporarily disable access to improve response time.

2.2 Customer Reported Issues

Customer will classify any problem reported to Patagonia Health support teams according to the descriptions below. If Patagonia Health disagrees with the customer's classification a discussion will be called to reach an agreement.

- **Critical**

The software system has completely failed. Users cannot log in to the EHR or practice management system. Users cannot view or update data for any patients in the system. There are no known workarounds for the issue.

For example: the web server fails. No one can log in to the system.

- **High**

System is functional but a defect may produce incorrect or incomplete results and affects the behavior. This defect has a work around, which may require modifying the user work flow.

For example: E-prescription is not transmitting prescriptions. Workaround is for user to hand write prescriptions.

- **Medium**

System is functional and all operations return correct results. The defect may be isolated to a specific flow. The issue impacts a small number of users. This kind of defect has a quick workaround for the user to avoid any issues.

For example: Filter in a table or list does not narrow down results.

- **Low**

The defect is aesthetic or assistance request or information request. It does not affect functionality or usability of the system. It might result from non-conformance to a standard. No work around is required.

For example: Button text has spelling mistake or a message has grammatical error.

2.3 Defect Reporting Procedures

- i. **Initial Reporting:** Customer will report any issues to Patagonia Health support team via one of the methods listed in Appendix A.

- ii. Reporting Requirements: When reporting any issue, the customer will promptly provide the following information:
 - a. Steps to recreate the problem, include relevant details
 - b. Contact information (name, email and phone number)
 - c. If possible, severity of the issue
- iii. Response times: Patagonia Health will respond to reported issues in a timely fashion. The response times based on severity are as follows:

Table 1 Customer Reported Issue Prioritization and Response Time

	Critical	High	Medium	Low
Response time	2 hours or less	4 hours or less	8 hours or less	24 hours or less
Suggest or Implement Workaround	N/A	2 hours or less	2 hours or less	2 hours or less, if applicable
Time to resolve	2 hours or less	4 hours or less	48 hours or less	Next release cycle or less
Defect reporting	Phone or email	Phone or email or feedback app	Phone or email or feedback app	Phone or email or feedback app

2.4 System Availability Exceptions

Unlike client-server systems that provide service level agreements, Internet services are routinely impacted by events that cannot be controlled and may negatively impact System Availability. Each party will make commercially reasonable efforts to communicate any Unplanned Downtime as soon as possible using the escalation contacts established. Accordingly, the occurrence of any one of the following events will constitute an exception to either party's obligation to meet the System Availability Objective and will be considered Permitted Downtime.

- i. An outage or slowdown or any kind of feed failure or feed delay that is due to the failure or non-performance of any equipment, connections, entities, individuals or services that are not under the direct reasonable control of Patagonia Health, including but not limited to, Internet Service Provider routing, third party data center or service failure, third party network errors etc.
- ii. Any outage or slowdown or any kind of feed failure or feed delay caused by an event that is beyond reasonable control of Patagonia Health, including, but not limited to acts of God, acts of any Government in its sovereign or contractual capacity, terrorist acts, ransomware, fires, floods, snowstorms, earthquakes, epidemics, quarantine restrictions, wars, riots, rebellions, insurrections or civil unrest, strikes or other work stoppages, Internet viruses or worms or malware, hacker attacks such as Denial of Service and general Internet brown-outs, black outs and slowdowns.
- iii. Any outage or slowdown or any kind of feed failure or feed delay caused by maintenance. Such outages require prior notification via email or product login banner at least 24 hours before the planned outage. The notification will describe work to be done, scheduled date and time for maintenance to be performed and expected length of outage or slowdown. Should the outage exceed the scheduled outage in the notification by more than 25%, any Downtime in excess of

this 15% will counted towards Unplanned Downtime for the calendar month. Patagonia Health will perform such maintenance to minimize the impact to the customers.

3. Contacting Patagonia Health Support

Use one of these methods

- 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.

4. Customer Responsibility

Customer is responsible for providing users with the appropriate hardware and software, access to Internet and other devices as required.

Requirements

1. Internet connection:
 - a. Broadband access for all users. Recommended bandwidth is about 3Mbps download speed for every 5 – 7 users. 50Mbps business class Internet connection can serve about 80-120 users.
 - b. Test speed with <https://speedof.me/> (test site may be updated by Patagonia Health support team based on availability of these testing sites). At peak load, every user computer should see
 - i. At least 3 Mbps download speed
 - ii. Latency or ping results of 40ms or better (lower than 40 ms)
 - iii. 0% packet loss
 - iv. At least 3 Mbps upload speed
 - c. Bandwidth and download speed requirements may change depending on the usage of EHR in a particular location. Significant document upload/download, increased number of concurrent users, other network traffic may all require adjusting the bandwidth.
2. Desktops, laptops:
 - a. Modern hardware (Intel or equivalent CPU. Current CPU version or version released in the last 2 years. Dual-core CPU or better) with 8GB+ RAM. The browser should have sufficient CPU cycles and should not be starved for resources.
 - b. Preferably users are not sharing hardware at the same time.
 - c. When accessing the EHR, users should not be running other network intensive applications, including but not limited to streaming music or movies.
3. Software:
 - a. Microsoft Windows OS. Windows 7, Windows 8.x or Windows 10.x preferred.

- b. Mozilla Firefox (latest version) to access the EHR. Do not use Firefox ESR.
 - c. No other unapproved plugins or extensions for Firefox should be used
 - d. Users should login to the computers directly without the aid of remote desktop clients or virtual desktop interfaces or virtualization layers including, but not limited to Microsoft® RDP and Citrix® client.
4. Security:
- a. Updated anti-virus and/or malware protection on each computer.
 - b. Annual HIPAA training for all staff members using Patagonia Health EHR and billing systems
 - c. Annual HIPAA security risk assessment for the organization
 - d. Appropriate password policy for each user. For example: Do not share or write down passwords.
 - e. Password must be changed periodically.
 - f. Use strong passwords.
 - g. When users leave organizations, disable that user's access in the EHR
5. Training:
- a. New users to the department must be trained by others and should be required to view on-boarding video training in the EHR.
 - b. Users are expected to have basic understanding of computer operations.
 - c. Users are trained on HIPAA guidelines.
6. Optional hardware and software
- Hardware interface requires tight integration between the browser and USB ports. Following hardware must be directly connected to the laptop or workstation without any other software virtualization layer, including but not limited to Microsoft® RDP and Citrix® client
- a. Signature pads: Use the latest recommended signature pads from training guides. Signature pad requires software to be installed on the connected laptop or workstation. Latest requirements available in training guides
 - b. Bar code scanners: Use the latest recommended bar code scanners and the software. Requirements will be available in training guides

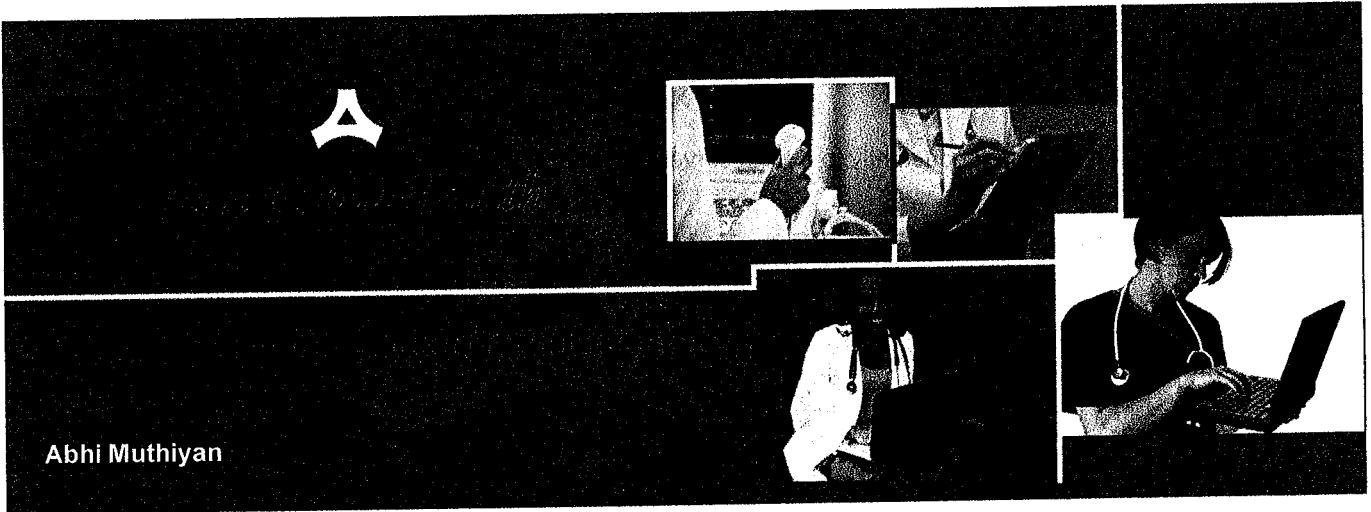
5. Limited Remedies

- i. Penalties: For each instance of Patagonia Health's failure to meet System Availability in a complete calendar month, Patagonia Health will be required to refund to customer the prorated amount of Unplanned Downtime experienced. Violation in terms of SLA listed in this document with the exceptions as listed in section 2.4 will also result in penalties for Patagonia Health. For the first 30 day violation, Patagonia Health will be penalized 10% of the monthly maintenance fee. Subsequent, consecutive 30 day violations will result in penalties of 10% monthly maintenance fee until such time that Patagonia Health fixes the problems.

- ii. Sole and exclusive Remedies: The service credit and rights described in sales agreement are customer's sole and exclusive rights and remedies for Patagonia Health's failure to meet any of the requirements set forth in this agreement.

6. Service Level Agreement Dispute Resolution

If Patagonia Health continues to violate SLA defined in this document for consecutive 90 days or more, customer and Patagonia Health dispute resolution process as laid out in the sales agreement.



Contact:
Abhi Muthiyar
abhi@patagoniahealth.com
919-649-6465

1. Backup and Recovery

Patagonia Health manages mission critical data for the health care organizations it serves. Every minute the EHR is inaccessible, the organizations stand to lose revenue and potentially impair quality of care provided to patients. Patagonia Health recognizes that the doctors, clinicians and staff must have access to the EHR 24x7 anywhere in the world. Patients also have access to their own records via the patient portal, so it is critical for the EHR to remain highly available.

Backup

Application and database backups are stored in multiple secure locations. Application is backed up whenever configuration change occurs. Application is backed up on the local server and another passive server for instant failover.

Database is mirrored constantly to a local server. The mirror site is a passive failover node synchronized with the primary server.

Refer to Figure 1 below. The production data center on the left has a primary and failover servers.

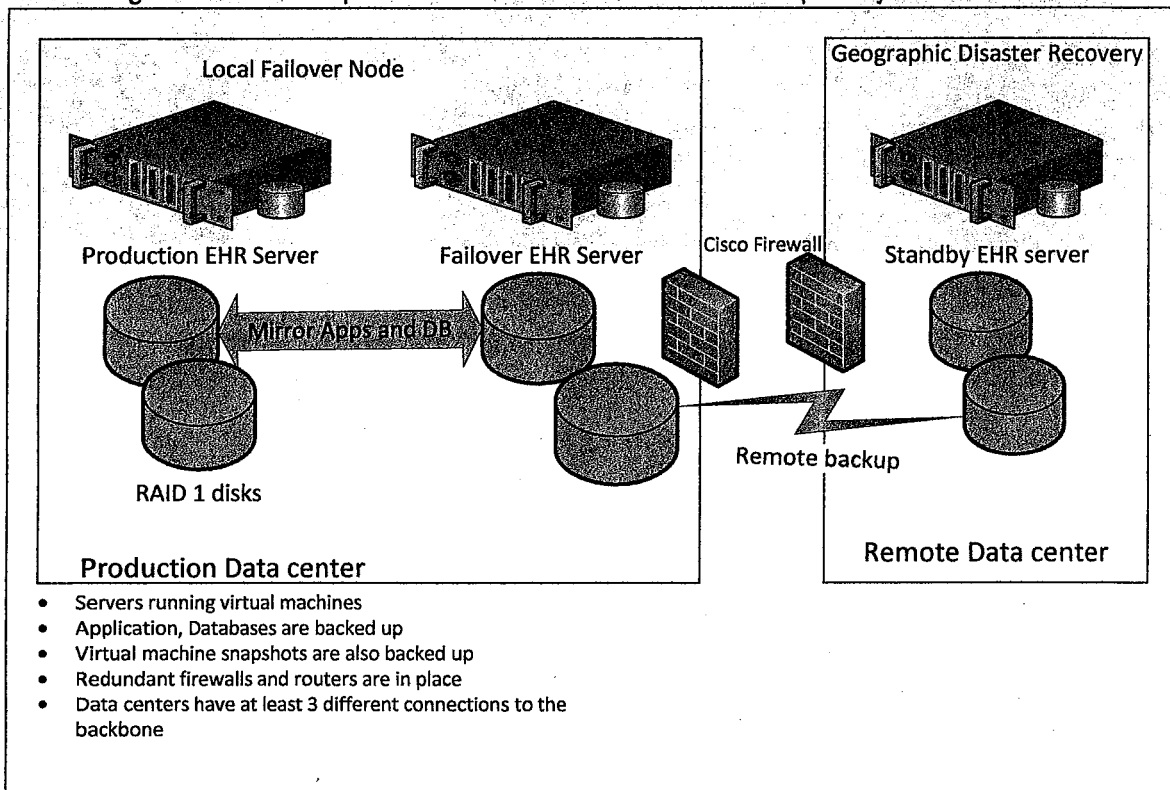


Figure 1 Patagonia Health EMR Server Configuration With Disaster Recovery

Both application and database servers run in similar mirror configurations. Application and database are synchronized with the failover node. In case the primary server fails, the failover servers can take over operations.

All backups are encrypted with secure asymmetric keys.

Disaster Recovery

As with any mission critical application, Patagonia Health has plans for any geographic disasters. Business Continuity Planning (BCP) requires setting up geographically distributed disaster recovery centers. The primary and disaster recovery data centers are to be separated by over 300 miles. Primary data center is in Morrisville, NC and disaster recovery is in Cincinnati, OH.

The application and database are also mirrored in a remote data center. The remote data center is on stand-by and can be activated in case the primary data center has a disaster.

All the data centers are connected to the Internet backbone with redundant connections from independent service providers. The data centers have independent infrastructure (electric power, network, water etc.)

Backup and Recovery testing

Patagonia Health periodically performs restore testing for both the local and remote backups. Any errors are corrected and staff is trained to manage the transition. The goal is to have a smooth transition with minimal down time.

These mechanisms are in place to prevent data loss provide continuity for our customers.

Backup Summary

Task	Frequency
Local Virtual Machine mirror	5 minutes
Remote Virtual Machine mirror	15 minutes
Database full backup	24 hours
Database differential backup	15 minutes
Full back up retention period	Most recent 7 days Weekly full backup for 12 months

PATAGONIA HEALTH INC.

HIPAA/HITECH Compliance Assessment – Summary Report

Quick Reference on Security and Breach
Notification Rules

Prepared by EHR 2.0
Phone: 866-276 8309
E-mail: info@ehr20.com
URL: <https://ehr20.com>
10/25/2017

Patagonia Health is enlisting EHR 2.0 as a third-party security consulting agency to conduct independent security and HIPAA audits. EHR 2.0 follows a standards-based risk assessment program (i.e., NIST) to ensure security, privacy, and administrative processes required under HIPAA are met by its clients. Assessments are conducted based on point-in-time analysis of systems and existing processes. Patagonia Health Inc. has provided details about their operation to the best of their knowledge, and EHR 2.0 is not claiming responsibility for any inaccuracies reported, for instance due to a change in processes, people, and/or technology.

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EXECUTIVE SUMMARY

Under the HIPAA Privacy and Security Rule: Patagonia Health, as a Business Associate (BA), is required to perform active risk reduction and safeguarding of patient information essential to patient privacy. The HITECH act allows only the **minimum necessary** to be disclosed when handling protected health information (PHI).

This summary report has been prepared to support meeting the requirements of the Department of Health and Human Services (HHS), Office for the Civil Rights (OCR), Centre for Medicare and Medicaid Services (CMS) Meaningful Use, MIPS/MACRA, and other applicable state data privacy laws and regulations. A detailed risk management action plan is maintained and updated continuously, based on the gaps identified from the risk analysis. The gaps identified and recommendations are based on input provided by the staff, budget, scope, and other practical considerations.

At EHR 2.0 we have developed the following information as a quick reference for details regarding several security questions raised by the requirements for meeting Meaningful Use security measures and HIPAA/HITECH regulations. The responses on this list are based on our best understanding of the questions, as they pertain to the Patagonia Health EHR system and its components/setup as well as the hosting environment. This information is current as of October 25th, 2017 and subject to change as new information and questions are brought to our attention.

Risk Assessment Approach

Our risk assessment approach is focused to identify primarily reasonably anticipated threats or hazards to the security, availability, and/or integrity of electronic Protected Health Information (ePHI). The results of the risk assessment are used to develop and implement appropriate policies and procedures. Interviews, questionnaires, and automated scanning tools are used for gathering information required for this security risk analysis report. Not all risks are equally important, and higher priorities are placed on mitigating those of greater severity and/or likelihood. Management must take into account the cost of intervention and the business impact of loss of confidentiality, integrity, or availability of data.

1 HIPAA/HITECH Administrative Security Safeguards

1.1 Security Management Process (§ 164.308(a)(1))

1.1.1 Does your organization conduct an accurate and thorough risk analysis on a regular basis for assessing and managing risks to its ePHI? § 164.308(a)(1)(ii)(A)

The Patagonia Health Inc. security team performs annual security reviews, which include reviewing the existing and creating any new policy documents. The team reviews active security documents, updates these documents as appropriate to reflect changing regulations and conditions, and develops new documentation as needed to support current business requirements.

In addition to documentation review, the HIPAA/HITECH and IT security team conducts an annual audit of all teams in the company to determine which teams will have access to PHI in the course of performing the job duties. These teams then receive specific guidance on the safeguarding of the information in their domain.

1.1.2 Does your organization have a formal, documented program to mitigate the threats and vulnerabilities to ePHI identified through the risk analysis? § 164.308(a)(1)(ii)(B)

Patagonia Health Inc. maintains an active risk management plan, prioritizing the risks identified and specific mitigation plans with a target date for completion.

1.1.3 Does your organization have a formal process to discipline workforce members who have access to your organization's ePHI if they are found to have violated the practice's policies to prevent system misuse, abuse, or any harmful activities that involve your practice's ePHI? § 164.308(a)(1)(ii)(C)

Sanction policy contains information about the consequences of violating corporate policies and procedures.

1.1.4 Have you implemented procedures to regularly review records of information system activity such as audit logs, access reports, and security incident tracking? § 164.308(a)(1)(ii)(D)

All key information system activities are reviewed periodically by Patagonia Health Inc. or through outsourced managed IT service providers/technicians. Audit logs are reviewed regularly, and auto-alerts are generated for change management purposes. Patagonia Health Inc. uses industry-leading software to log/track any changes made in the systems, and alerts are sent automatically if a change is made. A response mechanism has been established for controlling security alerts and incidents.

1.2 Assigned Security Responsibility (§ 164.308(a)(2))

1.2.1 Have you assigned a security official qualified enough to assess the practice's security protections as well as serve as the point of contact for security policies, procedures, monitoring, and training? § 164.308(a)(3)(ii)(A)

The information security policy document identifies and defines the job description for members of the security team.

1.3 Workforce Security (§ 164.308(a)(3))

1.3.1 Does your organization have a list that includes all members of its workforce, the roles assigned to each, and the corresponding access that each role enables for your organization's facilities, information systems, electronic devices, and ePHI? § 164.308(a)(3)(ii)(A)

The access control policies govern who has access rights to each environment within the IT systems.

1.3.2 Do you screen workforce members before enabling access to facilities, information systems, and ePHI to verify that users are trustworthy? § 164.308(a)(3)(ii)(B)

Background checks are performed before employment to identify potential hiring red-flags for safety and security reasons. The checks are also used to evaluate the candidate's character and verify the information found on their employment application and resume/curriculum vitae.

1.3.3 Do you have timely actions to ensure that workforce termination procedures are appropriately followed? § 164.308(a)(3)(ii)(C)

The information security policy document governs the provisioning and revocation of user accounts.

1.4 Information Access Management (§ 164.308(a)(4))

1.4.1 Have you implemented policies and procedures to protect ePHI from the larger organization? (§164.308(a)(4)(ii))

Patagonia Health Inc. creates, receives, stores, and transfers data based on customer profiles. Customers have access to only the data stored in their profile. The system architecture doesn't allow customer data sharing.

1.4.2 Have you implemented policies and procedures for granting access to ePHI, for example through access to a workstation, transaction, program, or process? §164.308(a)(4)(ii)(B)

The Active Directory and domain controller authenticates/authorizes users based on their roles, across all computers within the network, and enforces security policies for all systems.

1.4.3 Have you implemented policies and procedures that are based upon your access authorization policies to establish, document, review, and modify a user's rights of access to a workstation, transaction, program, or process? §164.308(a)(4)(ii)(C)

IT team grants access to employees based on their role, as defined by their job title and description. Each employee has a unique username, and access is granted to computer resources and authorized IT environments based on their role. Employees must use a password with their username to gain access to their authorized systems, and passwords must meet password strength requirements to be accepted by the system.

1.5 Security Awareness and Training (§ 164.308(a)(5))

1.5.1 Do you provide periodic information security reminders? 164.308(a)(5)(ii)(A)

Patagonia Health Inc. routinely trains staff on HIPAA requirements and security awareness. Existing employees are trained at least annually, and new employees receive HIPAA training during new hire orientation. New employees are also thoroughly educated on company security policies and their responsibilities regarding the handling of PHI during orientation. All employees receive HIPAA reminders and training updates on a regular basis.

1.5.2 Do you perform staff training for policies and procedures for guarding against, detecting, and reporting malicious software? 164.308(a)(5)(ii)(B)

This requirement is included as part of HIPAA awareness training. All staff members are required to read and sign the employee responsibilities agreement during the training program.

1.5.3 Do you perform staff training for monitoring log-in attempts and reporting discrepancies? §164.308(a)(5)(ii)(C)

This requirement is included as part of HIPAA awareness training.

1.5.4 Do you perform staff training for creating, changing, and safeguarding passwords? §164.308(a)(5)(ii)(D)

This requirement is included as part of HIPAA awareness training.

1.6 Security Incident Procedures (§ 164.308(a)(6))

1.6.1 Do you have procedures to identify and respond to suspected or known security incidents, mitigate to the extent practicable any harmful effects of known security incidents, and document incidents and their outcomes? §164.308(a)(6)(ii)

Yes, Patagonia Health Inc. uses industry standard tools for monitoring and alerting any security incidents on a variety of security and performance metrics.

1.7 Contingency Plan (§ 164.308(a)(7))

1.7.1 Have you established and implemented procedures to create and maintain retrievable exact copies of ePHI? §164.308(a)(7)(ii)(A)

Data and software backups are essential for the continued operations of Patagonia EHR system. Backups are done on an hourly, daily, and weekly basis, as appropriate, with onsite and offsite storage capabilities.

1.7.2 Have you established (and implemented as needed) procedures to restore any loss of ePHI data that is stored electronically? §164.308(a)(7)(ii)(B)

Real-time replication of data from production to disaster recovery environments in place to protect against any loss of data.

1.7.3 Have you established (and implemented as needed) procedures to enable the continuation of critical business processes and for protection of ePHI while operating in the emergency mode? §164.308(a)(7)(ii)(C)

Configuration and setup of emergency systems have similar security mechanisms in place to those of standard systems.

1.7.4 Have you implemented procedures for periodic testing and revision of contingency plans? §164.308(a)(7)(ii)(D)

The backup files are tested periodically for recovery, quality, and file size integrity.

1.7.5 Have you assessed the relative criticality of specific applications and data in support of other contingency plan components? §164.308(a)(7)(ii)(E)

All of the data managed by Patagonia Health Inc. is considered critical for the operations and customers' business functions.

1.8 Evaluation (§ 164.308(a)(8))

1.8.1 Have you established a plan for periodic technical and nontechnical evaluation of the standards under this rule, in response to environmental or operational changes, affecting the security of ePHI? §164.308(a)(8)

At least annual evaluation of standards takes place to protect data and maintain the security of ePHI continuously.

1.9 Business Associate Contracts and Other Arrangements (§ 164.308(b)(1))

1.9.1 Have you established written contracts or other arrangements with your trading partners that document satisfactory assurances that the BA will appropriately safeguard the information? §164.308(b)(4)

Yes, Business Associates are allowed access to ePHI based on their need for access, along with security permissions granted by Patagonia Health Inc. or their respective organization.

2 HIPAA/HITECH Physical Security Safeguards

2.1 Facility Access Controls (§ 164.310(a)(1))

2.1.1 Have you established (and implemented as needed) procedures that allow facility access in support of restoration of lost data, under the disaster recovery plan and emergency mode operations plan, in the event of an emergency? (§164.310(a)(2)(i))

Patagonia Health Inc. clients are provided with infrastructure in a Software-As-A-Service (SaaS) environment for running licensed Patagonia Health Inc. products. The hosted facilities are operated by partner companies that provide physical/environmental requirements and controls such as access restrictions, physical plant fire suppression, power, cooling, on-site 24/7 security, and access to the Internet. This environment arrangement is referred to as a co-location agreement. All co-location data centers are owned by a reputable vendor of hosting services. All data centers undergo a regular voluntary audit performed by an independent third-party firm that attests to the data centers' security structure and fitness to provide hosting services, including SOC2, ISO27001, etc. Clients can be provided with a copy of the audit reports for the data center hosting their application. In addition, all vendors need to sign Business Associate (BA) agreement before handling Patagonia Health Inc. PHI data.

2.1.2 Have you implemented policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft? §164.310(a)(2)(ii)

Access to Patagonia Health Inc. EHR data center hosted facilities is controlled through secure keycard access control systems, which ensure all external facility doors are locked at all times. CCTVs are placed at all critical points around the facility and are monitored and reviewed frequently.

2.1.3 Have you implemented procedures to control and validate a person's access to facilities based on their role or function, including visitor control and control of access to software programs for testing and revision? §164.310(a)(2)(iii)

Visitors are escorted and monitored at all sites to ensure no unauthorized access.

2.1.4 Have you implemented policies and procedures to document repairs and modifications to the physical components of a facility, which are related to security (for example, hardware, walls, doors, and locks)? §164.310(a)(2)(iv)

Visitor log is maintained to track any non-employee access to the facility.

2.2 Workstation Use (§ 164.310(b))

2.2.1 Have you implemented policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access ePHI?

Appropriate security settings are configured and maintained on all Patagonia Health workstations, desktops, laptops, and tablets. Locks physically protect laptops based on needs. Patagonia Health Inc.'s IT assets are provided to staff for business purposes only. Strict security controls have been defined, including the safe and authorized usage of laptops, tablets, desktops, computer accounts, business applications, and computer networks. Intellectual property rights are also defined. Computer Privacy screens are provided to employees who work with PHI on a

regular basis.

2.3 Workstation Security (§ 164.310(c))

2.3.1 Have you implemented physical safeguards for all workstations that access ePHI, to restrict access to authorized users?

Workstations are stored in a secured facility, accessible only by authorized staff.

2.4 Device and Media Controls (§ 164.310(d)(1))

2.4.1 Have you implemented policies and procedures to address final disposition of ePHI and hardware or electronic media on which it is stored? § 164.310(d)(2)(i)

Patagonia Health, Inc. employs a third-party firm to destroy, or render unreadable, all media that will be disposed of or containing PHI.

2.4.2 Have you implemented procedures for removal of ePHI from electronic media before the media are available for reuse? 164.310(d)(2)(ii)

Patagonia Health, Inc. employs a professional third-party firm to destroy, or render unreadable, all media that will be disposed of or containing PHI.

2.4.3 Do you maintain a record of the movements of hardware and electronic media, along with the person responsible for its movement? 164.310(d)(2)(iii)

The IT team tracks the movement of all systems and records the data in the Inventory Management System.

2.4.4 Do you create a retrievable, exact copy of ePHI, when needed, before movement of equipment? 164.310(d)(2)(iv)

Exact copies of data and software backups are generated and managed before the movement of equipment.

3 HIPAA/HITECH Technical Security Safeguards

3.1 Access Control (§ 164.312(a)(1))

3.1.1 Have you assigned a unique name and number for identifying and tracking user identities? §164.312(a)(2)(i)

All ePHI systems have unique user accounts enabled to track, audit, and report activities.

3.1.2 Have you established (and implemented as needed) procedures for obtaining necessary ePHI during an emergency? §164.312(a)(2)(ii)

Patagonia Health Inc. has several methods to access data in the event of an emergency. All data centers are built with complete redundancy on every component. Incremental backups to client data occur every few minutes, and full client backups occur every day including with offsite and onsite capabilities. Backup files are sent encrypted electronically to another co-location data center for secure storage.

3.1.3 Have you implemented procedures that terminate an electronic session after a predetermined time of inactivity? §164.312(a)(2)(iii)

All users to Patagonia Health Inc. EHR systems have time-out enabled after a certain period of idle time. Patagonia Health Inc. currently is working on providing capabilities to configure timeout

limit by the client admins directly.

3.1.4 Have you implemented a mechanism to encrypt and decrypt ePHI?

§164.312(a)(2)(iv)

All ePHI system layers are encrypted at network transport layer, whenever deemed appropriate. Where complete encryption is not possible due to vendor support, technical limitation, etc., compensatory controls are put in place to track user activities with strong password controls.

3.2 Audit Controls (§ 164.312(b))

3.2.1 Have you implemented Audit Controls, hardware, software, and procedural mechanisms that record and examine activity in information systems that contain or use ePHI? §164.312(b)

Audit logs are reviewed daily, and exception-based alerts are generated to examine activities that are suspicious. Patagonia Health Inc. uses industry-standard software to log/track any changes made in ePHI systems. Alerts are sent automatically if a change is made.

3.3 Integrity (§ 164.312(c)(1))

3.3.1 Have you implemented electronic mechanisms to corroborate that ePHI has not been altered or destroyed in an unauthorized manner? §164.312(c)(2)

Software-level mechanisms are implemented to ensure data is not tampered with during transmission and storage. SSL/TLS over https is used for transmitting data between the client and server. The connection between web servers and the database server is secured using access control list and other network layer security mechanisms.

3.4 Person or Entity Authentication (§ 164.312(d))

3.4.1 Have you implemented Person or Entity Authentication procedures to verify that the person or entity seeking access ePHI is the one claimed? §164.312(d)

Verification and validation of personnel accessing ePHI is conducted every step of the way to ensure proper access.

3.5 Transmission Security (§ 164.312(e)(1))

3.5.1 Have you implemented security measures to ensure that electronically transmitted ePHI is not improperly modified without detection until disposed of? §164.312(e)(2)(i)

Software level mechanisms are implemented to ensure data is not tampered with during transmission or storage. SSL/TLS over https is used for transmitting data between the client and server. The connection between web servers and database server(s) is secured using access control list and other network layer security mechanisms.

3.5.2 Have you implemented a mechanism to encrypt ePHI whenever deemed appropriate? §164.312(e)(2)(ii)

Wherever appropriate ePHI data is encrypted at-rest and during transit to ensure security and integrity of the data is maintained.

4 Organizational Requirements

4.1 Requirements for Group Health Plans (§ 164.314(b)(1))

4.1.1 Do your plan documents require the plan sponsor to reasonably and appropriately safeguard ePHI that it creates, receives, maintains, or transmits on behalf of the group health plan?

Not Applicable

5 HIPAA/HITECH Breach Notification Rules

5.1 Do you have a process in place to conduct a risk assessment of a data breach? §164.402

A web-based risk assessment tool provided by EHR 2.0 vendor is on-hand to be used in the event needed for data breach risk assessment. Details are covered in the Policy on breaches of PHI document.

5.2 Do you have a process for notification to individuals following the event of a breach of unsecured PHI? §164.404

This part is covered by the policy on breaches of PHI document.

5.3 Do you have a process for notification to the media following the event of a breach of unsecured PHI? §164.406

This part is covered by the Policy on breaches of PHI document.

5.4 Do you have a process for notification to the secretary following the event of a breach of unsecured PHI? §164.408

This part is covered by the Policy on breaches of PHI document.

5.5 Do you require your business associate to notify the covered entity following the event of any breach of unsecured PHI? §164.410

This part is covered by the Policy on breaches of PHI document.

5.6 Do you have the policy to delay the breach notification if the request is from law enforcement authorities? §164.412

This part is covered by the Policy on breaches of PHI document.

5.7 Do you have a process in place to demonstrate that breach notifications were made on time and according to HITECH act requirements? §164.414

This part is covered by the Policy on breaches of PHI document.

Summary

Since cost, timeliness, and ease of use are a few of the many important factors in managing the identified risks, Patagonia Health attempts to implement security controls in addition to the above-listed security measures that are sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level. Also, an active security risk management action plan is maintained, followed, and updated to handle any evolving security threats.

Disclaimer: Patagonia Health Inc. has provided details about their operation to the best of their knowledge, and assessments were conducted based on point-in-time analysis of systems and existing processes. EHR 2.0 is not claiming responsibility for any inaccuracies reported, for instance due to a change in processes, people, and technology..

3

Patagonia Health POLICY ON BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

Purpose

To outline the process for notifying affected individuals of a breach of protected information under the Privacy Act, unsecured protected health information (PHI) for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and/or state breach notification purposes.

Scope

This applies to all employees, volunteers, and other individuals working under contractual agreements with Patagonia Health.

Definitions

Breach – Unauthorized acquisition or reasonable belief of unauthorized acquisition of Personal Information that compromises the security, confidentiality, or integrity of the Personal Information.

Personal Information – Personal Information has many definitions including definitions by statute which may vary from state to state. Most generally, Personal Information is a combination of data elements which could uniquely identify an individual. Please review applicable state data breach statutes to determine what definition of Personal Information is applicable for purposes of the document.

HIPAA Breach – Unauthorized acquisition, access, use, or disclosure of unsecured PHI.

Personally Identifiable Information (PII) – Information in any form that consists of a combination of an individual's name and one or more of the following: Social Security Number, driver's license or state ID, account numbers, credit card numbers, debit card numbers, personal code, security code, password, personal ID number, photograph, fingerprint, or other information which could be used to identify an individual.

Individually Identifiable Health Information (IIHI) – PII which includes information related to the past, present or future condition, treatment, payment or provision of health care to the identified individual.

Privacy Act Breach – Unauthorized acquisition or reasonable belief of unauthorized acquisition of personal information protected by the Privacy Act. This information includes, but is not limited to Social Security Number, government issued ID numbers, financial account numbers or other information posing a risk of identity theft.

Private Information – Information protected by the Privacy Act, Personally Identifiable Information, Personal Information and Protected Health Information collectively.

Protected Health Information (PHI) – Individually identifiable health information except for education records covered by FERPA and employment records.

Covered entity – Patagonia Health customer, the health care organization or provider who uses Patagonia Health EHR.

Ransomware - Ransomware is a type of malware (malicious software) that attempts to deny access to a user's data, usually by encrypting the data with a key known only to the hacker who deployed the malware, until a ransom is paid.

Procedure

Reporting a Possible Breach

1. Any employee who becomes aware of a possible breach of privacy or ransomware attack involving Private Information in the custody or control of Patagonia Health will immediately inform their supervisor/manager, and the Privacy Officer.
2. Notification should occur immediately upon discovery of a possible breach or before the end of your shift if other duties interfere, however, in no case should notification occur later than twenty-four (24) hours after discovery.
 - a. The supervisor/manager will verify the circumstances of the possible breach and inform the Privacy Officer and the division Administrator/Director within twenty-four (24) hours of the initial report.
3. You may call the Privacy Officer directly at 919 xxx-xxxxx
 - a. Provide the Privacy Officer with as much detail as possible.
 - b. Be responsive to requests for additional information from the Privacy Officer.
 - c. Be aware that the Privacy Officer has an obligation to follow up on any reasonable belief that Private Information has been compromised.
4. The Privacy Officer, in conjunction with Patagonia Health's Legal Counsel, will decide whether or not to notify the President/CEO as appropriate by taking into consideration the seriousness and scope of the breach.

Containing the Breach

1. The Privacy Officer will take the following steps to limit the scope and effect of the breach.
 - a. Work with department(s) to immediately contain the breach. Examples include, but are not limited to:
 - i. Stopping the unauthorized practice
 - ii. Recovering the records, if possible

- iii. Shutting down the system that was breached or isolating the system that was attacked by ransomware
- iv. Mitigating the breach, if possible
- v. If this is a ransomware attack, recover using backup data
- vi. Correcting weaknesses in security practices
- vii. Notifying the appropriate authorities including the local Police Department if the breach involves, or may involve, any criminal activity

Investigating and Evaluating the Risks Associated with the Breach

1. To determine what other steps are immediately necessary, the Privacy Officer in collaboration with Patagonia Health's Legal Counsel and affected department(s) and administration, will investigate the circumstances of the breach.
 - a. A team will review the results of the investigation to determine root cause(es), evaluate risks, and develop a resolution plan.
 - i. The Privacy Breach Assessment tool will help aid the investigation.
 - b. The Privacy Officer, in collaboration with Patagonia Health's Legal Counsel, will consider several factors in determining whether to notify individuals affected by the breach including, but not limited to:
 - i. Contractual obligations
 - ii. Legal obligations –Patagonia Health Legal Counsel should complete a separate legal assessment of the potential breach and provide the results of the assessment to the Privacy Officer and the rest of the breach response team
 - iii. Risk of identity theft or fraud because of the type of information lost such as social security number, banking information, identification numbers
 - iv. Risk of physical harm if the loss puts an individual at risk of stalking or harassment
 - v. Risk of hurt, humiliation, or damage to reputation when the information includes medical or disciplinary records
 - vi. Number of individuals affected
 - c. Following web-based framework will be used for data risk assessment: <https://security.patagoniahealth.net/databreach> (internal website)

Notification

1. The Privacy Officer will work with the department(s) involved, Patagonia Health Legal Counsel and appropriate leadership to decide the best approach for notification and to determine what may be required by law.
2. If required by law, notification of individuals affected by the breach will occur as soon as possible following the breach.
 - a. Covered entity (or affected individuals) must be notified without reasonable delay, but in no case later than sixty (60) calendar days after

discovery, unless instructed otherwise by law enforcement or other applicable state or local laws.

- i. Notices must be in plain language and include basic information, including:
 1. What happened
 2. Types of PHI involved
 3. To the extent possible, identification of each individual affected by the breach
 4. Steps Patagonia Health has taken to fix the breach
 5. Steps Patagonia Health is taking to prevent a future breach
 6. Contact Information
 - ii. Notices should be sent by first-class mail or if individual agrees electronic mail. If insufficient or out-of-date contact information is available, then a substitute notice is required as specified below.
 - b. If law enforcement authorities have been contacted, those authorities will assist in determining whether notification may be delayed in order not to impede a criminal investigation.
3. The required elements of notification vary depending on the type of breach and which law is implicated. As a result, the Patagonia Health Privacy Officer and Legal Counsel should work closely to draft any notification that is distributed.
 4. Indirect notification such as website information, posted notices, media will generally occur only where direct notification could cause further harm, or contact information is lacking.
 - a. If a breach affects five-hundred (500) or more individuals, or contact information is insufficient, the Patagonia Health will notify a prominent media outlet that is appropriate for the size of the location with affected individuals, and notice will be provided in the form of a press release.
 5. Using multiple methods of notification in certain cases may be the most effective approach.

Business associates must notify the covered entity, if they incur or discover a breach of unsecured PHI.

1. Notices must be provided without reasonable delay and in no case later than sixty (60) days after discovery of the breach.
2. Business associates must cooperate with the covered entity in investigating and mitigating the breach.

Notice to Health and Human Services (HHS) as required by HIPAA – If Patagonia Health Legal Counsel determines that HIPAA notification is not required; this notice is also not required.

1. Information regarding breaches involving five-hundred (500) or more individuals, regardless of location, must be submitted to HHS at the same time that notices to individuals are issued.

2. If a breach involves fewer than five-hundred (500) individuals, Patagonia Health will be required to keep track of all breaches and to notify HHS within sixty (60) days after the end of the calendar year.

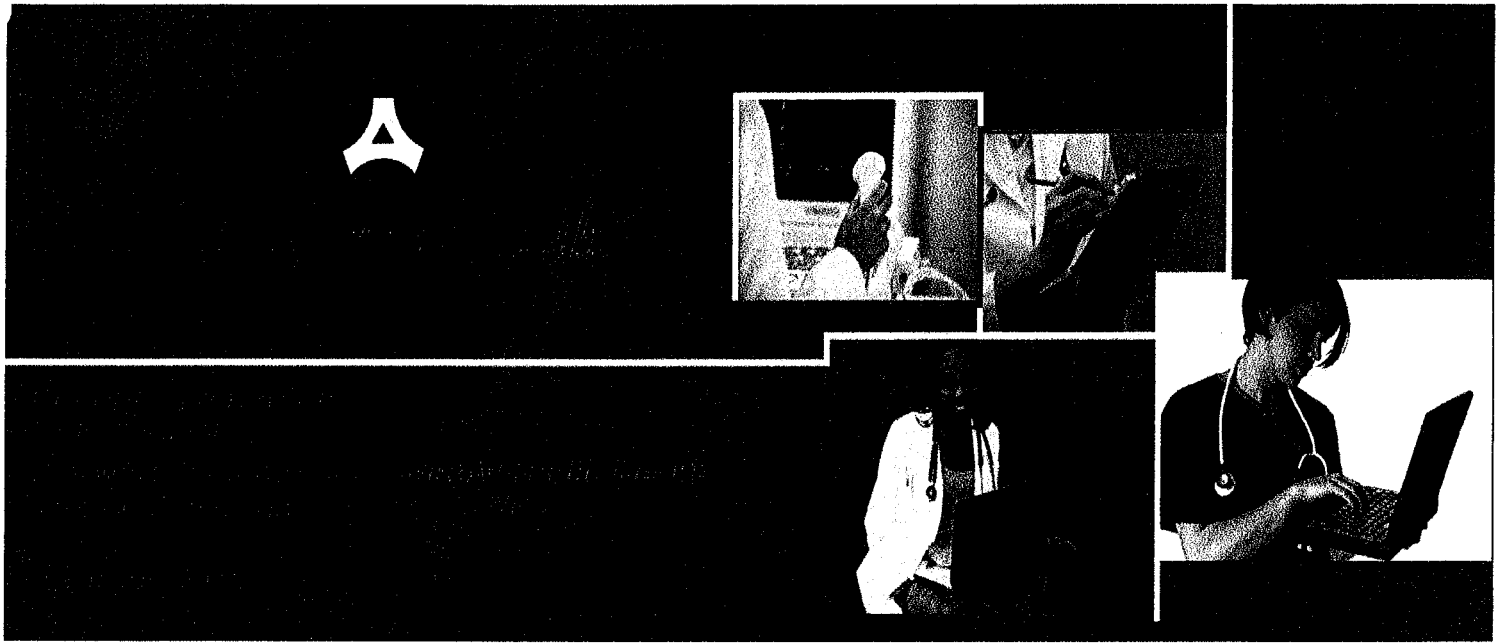
Prevention

1. Once immediate steps are taken to mitigate the risks associated with the breach, the Privacy Officer will investigate the cause of the breach.
 - a. If necessary, this will include a security audit of physical, organizational, and technological measures.
 - b. This may also include a review of any mitigating steps taken.
2. The Privacy Officer will assist the responsible department to put into effect adequate safeguards against further breaches.
3. Procedures will be reviewed and updated to reflect the lessons learned from the investigation and regularly thereafter.
4. The resulting plan will also include audit recommendations, if appropriate.

Compliance and Enforcement

All managers and supervisors are responsible for enforcing these procedures. Employees who violate these procedures are subject to discipline up to and including termination in accordance with Patagonia Health's Sanction Policy.

Reference: HHS Breach Reporting. <https://www.hhs.gov/hipaa/for-professionals/breach-notification/breach-reporting/index.html>



Contact:

Jason Suter

Director of Business Development

Phone: (919) 439-1251

Jason@patagoniahealth.com

Patagonia Health Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

www.patagoniahealth.com

County of
Jefferson

RFP 19-14

Software for
Jefferson County
Public Health
Preventative Unit

Presented by
Patagonia Health

1

COVER LETTER
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SPECIFICATIONS

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PRICING

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SUPPORTING DOCUMENTS

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Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601

RE: Request for Proposal 19-14 Software for Jefferson County Public Health Preventative Unit

We would like to thank the County of Jefferson for the opportunity to participate in your RFP for software for Public Health Preventative Unit. We believe the Patagonia Health's EHR system is a solution that will meet your vision and requirements, at the onset of the project and for future developments. Our EHR solution includes an integrated, federally-certified, complete end-to-end solution comprising of patient registration, electronic charting, billing, reporting and patient engagement. We offer a complete Public Health-focused EHR.

Patagonia Health has successfully adapted our commercial off the shelf (COTS) EHR software for well over one hundred (100) county health departments in twenty (20) states across the nation, including New York. These successful deployments include functionality similar to your needs and our system is currently connecting to NY-SIIS. Patagonia Health's EHR platform provides the freedom and flexibility to personalize the EHR to your specific agency needs, using an affordable and user-centered approach.

Within the next several sections of our proposal response, you will find supporting evidence that Patagonia Health is a great solution for all your Health Department operations. We look forward to working with you on next steps. If you would like to setup a demonstration to address any further specific needs you have, we would highly recommend that. Please let me know if you are missing any information or need any additional information or clarification.

Regards,



Jason Suter
Director of Business Development
Patagonia Health, Inc.
Email: jason@patagoniahealth.com
Phone: (919) 439-1251

Corporate Information

Patagonia Health, a Minority Owned, Small Business, was started in 2009 by healthcare software veterans. Patagonia Health entered an already heavy EHR market by leveraging cloud and apps technology to build a modern and easy-to-use EHR.

Co-Founders



Ashok, Mathur
Chief Executive Officer



Sonali Luniya, PhD
Chief Customer Officer



Abhi Muthiyar
Chief Technology Officer

Legal Name: Patagonia Health, Inc.
Headquarters: 15100 Weston Parkway, Suite 204, Cary, NC 27513
Billing Address: 202 Midenhall Way
Cary, NC 27513
Main Phone: (919) 238-4780
Main Fax: (919) 238-7920
Date Incorporated: February 9, 2009
Federal Tax ID#: 26-424-6453
Business Structure: Corporation (S-Corp) Small Business, Minority Owned

Company Focus: Patagonia Health was started in 2009 by healthcare software veterans who worked at Misys Healthcare (now Allscripts). Users at prior company complained that Electronic Health Records (EHR) software was not easy to use. Patagonia Health leveraged cloud and apps technology to build a modern and easy-to-use EHR.

Apart from growth, our company goal is to achieve 100% customer reference ability. Our growth strategy is simple: Serve our existing customers well to achieve our growth goal. Users select Patagonia Health for modern, easy to use EHR while counties recommend us to other agencies for our superb service. We earn good references by helping users get the most out of their EHR by continuous user education (well beyond initial go live), product innovations and collaborative enhancements.

Customer & Revenue Growth/loss trends: Patagonia Health EHR is used in over 100 county health departments in 20 states. We have been selected as top 5% of fastest growing companies, in the nation, by Inc. Magazine. Patagonia Health's service has been recognized nationally and earned several Stevie Awards: Gold Medal (2018), Bronze Medal (2017, 2016). Over the past 10 years, over 99% of the county

health departments have renewed their annual contracts. Health department staff and administrators select our product for its rich functionality, and choose to stay for our superb customer service.

Technology: Patagonia Health EHR is built on a Software as a Service (SaaS) multi-tenant model built on Microsoft platform. The micro service-based architecture serves thousands of users and is designed to scale seamlessly for a much larger user base. We host the application for our customers and are flexible if a customer wishes to host the application on their own servers.

Hosting: For hosting its application, Patagonia Health uses commercial data center with Flexential (<https://www.flexential.com/>) with prime center located in Research Triangle Park, North Carolina with a backup in Cincinnati, Ohio.

Research and Development: The three co-founders of Patagonia Health are engineers and we have a passion for technology. Innovation is in our DNA, thus we invest heavily in R&D. We collaborate with customers to bring innovations like GIS Health Mapping, to county health departments. Patagonia Health continues to innovate for the future. As an example, we continue to invest in health analytics as well as explore innovations utilizing artificial intelligence and speech enabled EHR. \

No Disciplinary Actions: Patagonia Health Inc., nor any of its principals, have ever been involved in any litigation, arbitration, mediation, or any other form of legal action related to the implementation of any system. No client of Patagonia Health, Inc. has filed any actions against Patagonia Health for failure to perform on any engagement.

Enclosed: W-9, Certificates of Insurance, and Certifications

Certificate of Health IT Compliance

This is to certify that:
Patagonia Health EHR 5

From:
Patagonia Health
<http://patagoniahealth.com>
15100 Weston Parkway Suite 204
Cary NC 27519

Completed Certification of the Following Health IT Modules:

ONC Certified HIT
2015 EDITION



Modules Tested: 170.315 (a)(1-14); (b)(1-6); (c)(1-3); (d)(1-9, 11); (e)(1-3); (f)(1,2); (g)(2-9)
Clinical Quality Measures tested: 2v6; 68v6; 69v5; 117v5; 122v5; 124v5; 128v5; 130v5;
134v5; 138v5; 146v5; 159v5; 161v5; 164v5; 165v5; 177v5
Additional software used: NewCropRx

This Health IT module(s) is 2015 Edition compliant and has been certified by an ONC-ACB in accordance with the applicable certification criteria adopted by the Secretary of the U.S. Department of Health and Human Services. This certification does not represent an endorsement by the U.S. Department of Health and Human Services. Drummond Group is accredited by ANSI and approved by ONC for the ONC Health IT Certification Program to certify: Health IT Module(s) and Certification of other types of Health IT for which the Secretary has adopted certification criteria under Subpart C of 45 CFR.

Holds Certificate No: 15.04.04.2139.Pata.05.00.1.180420

Date Certified: 04/20/2018

Effective Date: 2015 Edition

For and on behalf of Drummond Group:



Jodi Gonzalez, Certification Body Manager



ISO/IEC 17065
Product Certification Body
#1045

*This certificate remains the property of Drummond Group and shall be returned immediately upon request.
To be read in conjunction with the scope above or any attached appendix.*

Certificate of EHR Compliance

This is to certify that:
EHR 4.0

From:
Patagonia Health
<http://www.patagoniahealth.com>
15200 Weston Parkway, Suite 106
Cary, NC 27513

Completed EHR Certification of the Following:
Complete EHR Ambulatory



Modules Tested: 170.314(a)(1-15); 170.314(b)(1-5, 7)
170.314(c)(1-3); 170.314(d)(1-8); 170.314(e)(1-3); 170.314(f)(1-3); 170.314(g)(2-4)

Clinical Quality Measures tested: CMS069v2;
CMS122v2; CMS126v2; CMS134v2; CMS138v2;
CMS146v2; CMS148v2; CMS165v2; CMS166v3

Additional software used: EMR Direct

This Complete EHR certification is 2014 Edition compliant and has been certified by an ONC-ACB in accordance with the applicable certification criteria adopted by the Secretary of the U.S. Department of Health and Human Services. This certification does not represent an endorsement by the U.S. Department of Health and Human Services or guarantee the receipt of incentive payments. Drummond Group is accredited by ANSI and approved by ONC for the ONC HIT Certification Program to certify: Complete EHR, EHR Module (all), and Certification of other types of HIT for which the Secretary has adopted certification criteria under Subpart C of 45 CFR.

Holds Certificate No. 03282014-2220-5

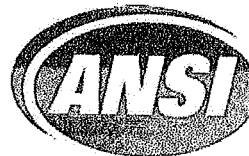
Date Certified: 03/28/2014

Effective Date: 2014 Edition

For and on behalf of Drummond Group:

Richard Drummond

Rik Drummond, CEO



ANSI Accredited Program
PRODUCT CERTIFICATION

*This certificate remains the property of Drummond Group and shall be returned immediately upon request.
To be read in conjunction with the scope above or any attached appendix.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ELLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tompkins Insurance Agencies, Inc. 1240 Broadcasting Road P.O. Box 6707 Wyomissing PA 19610		CONTACT NAME: Melissa Streeter PHONE (A/C, No. Ext): (215) 274-7408 FAX (A/C, No): 888-339-8337 E-MAIL ADDRESS: mstreeter@tompkinsfinancial.com	
INSURED PATAGONIA HEALTH INC. 15100 Weston Parkway Suite 204 Cary NC 27513		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Ins Co, LTD	NAIC # 11000
		INSURER B: Hartford Fire Insurance Co.	19682
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 18-19 MASTER** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			39SBMUQ5601	6/17/2018	6/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			39SBMUQ5601	6/17/2018	6/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Technology E&O/Cyber			39TE033492319	2/13/2019	2/13/2020	Each Wrongful Act \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Boyce/MNS

David S. Boyce

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Patagonia Health Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 202 Midenhall Way	Requester's name and address (optional)	
	6 City, state, and ZIP code Cary, NC 27513		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
2 6 - 4 2 4 6 4 5 3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Ashok Mathur	<small>Digitally signed by Ashok Mathur DN: cn=Ashok Mathur, o=Patagonia Health Inc, ou, email=ashok@patagoniahealth.com, c=US Date: 2018.08.08 17:02:52 -0400</small>	Date ▶ August 13, 2018
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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Specifications

Patagonia Health is well poised to provide the Jefferson County Public Health Preventative Unit an efficient and scalable Electronic Health Record (EHR) software. The Patagonia Health EHR software was developed over the past 10 years by collaborating with public health departments across the nation. It is a complete, end-to-end solution comprising of patient registration, electronic charting, billing, reporting and patient engagement. Because the Patagonia Health EHR is a Software as a Service (SaaS) solution, it is an agile and adaptable software. Patagonia Health offers a high level of automation throughout the solution. Patagonia Health is the only real-time modular application or “apps-based” EHR for public health agencies in the nation. The concept of apps is easily understood today due to the predominance of smartphones. Apps create automation and personalize the user-experience of the EHR. Patagonia Health’s approach to Electronic Health Record design puts users in control of their technology where users can prioritize the apps they need and arrange an interface that fits their job function and automation.

1. High Level of Automation

Patagonia Health Response: Apps are software components that are easily installed and configured, without requiring IT department intervention. Once data is entered, it auto-populates those fields throughout the entire patient record.

An example of automation: once visits are approved; the Patagonia Health system will automatically send the claim to the Clearinghouse without the need to “batch” claims and send in groups. Once the Electronic Remittance Advice (ERA) is available, the system will automatically pull in the ERA file and post the payments, denials, and adjustment codes to the claim. Preconfigured reports are available for ease of claim correction and refiling if necessary.

Additionally, efficiently designed workflow automation prevents toggling between multiple screens or having multiple tabs open. For example, Insurance Eligibility Verification is accessible in 4 locations in the solution - Check-In, patient demographics, Electronic Super Bill (ESB) and billing. There is no need to navigate to the Insurance Eligibility screen, it’s a button in Check-In, where you need it, that looks and acts the same as the button in Patient Demographics reducing the learning curve for end-users as well.

2. Complete Patient medical record and documentation

Patagonia Health Response: 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, speech to text, etc., whichever methods they prefer to document, making it easier and faster. Also, 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 as 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.

3. Clinical Workflow

Patagonia Health Response: Each user will have their own home screen with a Dashboard configured to their specific job function. This Dashboard contains all of the outstanding tasks assigned to the user including, but not limited to:

- Scheduled patients, and if they have arrived
- Clinical documentation pending completion, including Assessments, Treatment Plans, and Progress Notes
- Documents assigned to the user for review
- Lab results
- E-renewals for medications

Patagonia Health solution dashboard shows the users and their supervisors any pending clinical documentation. Within the client chart the users can set up health maintenance monitoring rules which will show as pop-ups for overdue items. Visual color coding in the charts show expired treatment plans, authorizations, goals etc. Users can also run reports to identify clients who are due for Treatment Plans, Re-assessments etc. These reports can be created based on date ranges, active caseloads and several other parameters for all users. The solution can be customized to flag providers for overdue documentation

It also lists clinical documentation assigned to a user for review. The users can run reports to identify clients who are due for Treatment plan reviews, authorization renewals, last time client was seen, clients on the active caseload not seen for specified amount of time etc.

Patagonia Health solution has several daily activity reports:

- List of all appointments in the solution and their status (seen/unseen etc.)
- List of all notes created in the solution and their status (pending, signed, sent to billing)
- List of all billing encounters/super bills created in the solution and their associated notes
- List of medications prescribed and dispensed from the solution
- List of all Orders (Labs, Referral) and their current status
- Reports with clinician time broken up by service time, transportation time, documentation time and any other non-billable time.
- Reports with number of services provided by each clinician daily with billed charges and estimated revenue.

4. E-Prescribe

Patagonia Health Response: E-Prescribing is integrated in our solution from Surescripts, the nationwide network of pharmacies. You can print off the prescription and give it directly to the patient or send the prescription electronically to any pharmacy in the country which is on the nationwide Surescripts network. Also, our solution supports electronic prescribing of controlled substances. Patagonia Health also maintains an inventory of internal medications and medication dispensing. Additionally, the patient's medication history can be downloaded from Surescripts into Patagonia Health saving time and increasing accuracy.

5. Voice Recognition

Patagonia Health Response: Patagonia Health is voice dictation-ready (e.g. Dragon). Jefferson County can hire any 3rd party vendor they like. 3rd Party vendor will typically charge for the software license, implementation and training of dictation software. There are no additional fees from Patagonia Health to add dictation software.

Patagonia Health also offers at an additional price, Phrase Express. Phrase Express provides a unique way of fast-tracking the clinical documentation process. This allows users to save all their favorite phrases directly in the EHR. Phrase Express expands text abbreviations into long phrases. Users can share phrases with other users or work groups in the same agency. For example, the user can save a phrase as "RTC 2 w". When the user types "RTC 2 w" Phrase Express will expand it as "Return to clinic in 2 weeks".

6. Patient Portal

Patagonia Health Response: 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 CCD 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. The Patient Portal can also be accessed in Google Chrome to include built-in Google Translate.

7. Scheduling of patient's appointment management

Patagonia Health Response: Patagonia Health supports a robust and customizable scheduling system. If you are familiar with Google or Outlook then our Calendar will look and feel similar. 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 optional Communicator App (additional charge for this 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 out 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.

8. **Billing Management - automatic claim development for all types of pay sources**

Patagonia Health Response: In Patagonia Health EHR, once the clinician completes the visit and the information is sent to billing staff via our Electronic Super Bill (ESB) screen, the billing staff reviews the ESB and makes any necessary changes, like adding modifiers. When the billing staff completes their review of the ESB, Patagonia Health will perform an initial data scrub prior to automatically sending the claim to the clearinghouse. There is no batching or waiting until the end of the day or uploading/downloading the 837 files. The initial data scrubber will let the biller know if anything is missing from the claim, for example, DOS, POS, NPI, etc. The biller corrects the error on a screen that mirrors the CMS1500 form, making it easy. The biller makes the appropriate corrections and the claim is automatically sent through the clearinghouse to the payer. Patagonia Health includes unlimited claims submission (CMS1500), unlimited Insurance Eligibility checks, and unlimited Electronic Remittance Advices (ERA).

9. **Practice Management**

Patagonia Health Response: Our integrated Practice Management solution includes Appointment Management (covered in question #7 above) and Patient Registration to support check-in and check-out roles and all supporting reports.

Patient Demographics include tabs for Patient Demographic Information, Provider, Insurance, Service Enrollment, Authorizations, Household Income, Sliding Fee Scales, Parent Details/Emergency Contact, Staff Notes and Declaration of Income sign-off etc.

Patient tab includes, but not limited to, first/last name, preferred name, date of birth, gender, gender identity, sexual orientation, marital status, race, ethnicity, employment, school, start/intake date, preferred language, country of origin, CNDSID, SSN, Veteran Status, Driver's License Number including optional ability to scan patient ID such as Insurance card or driver's license (solution auto populates scan data eliminating keystroke errors), Patient Photo, Agricultural Worker, Seasonal Farm Worker, Homeless, Contact Information (mailing address, verifying mailing address, phone numbers, preferred contact method), No Snail Mail, Needs Interpreter and ability for us to create fields for you.

Provider tab includes Primary, Referring, Patient Pharmacy and Dental Providers.

Insurance tab includes Primary, Secondary and Tertiary Insurance, Patient ledger (detailed explanation of patient balance or enter transactional information), Insurance Eligibility Verification, Scan Insurance Card (reduce keystroke errors) and retrieval of Inactive Insurances.

Service Enrollment tab includes list of services, providers, start/end dates, referral source, status, location of Programs.

Authorizations tab includes service, start/end date, status (approved?), program, hour/units authorized, hours/units remaining, etc.

Household Income tab includes the ability to add as many household members, relationships, employer, annual income, proof of income, and dates verified.

Slide Fee Scales tab includes list of all patient's current benefits, list of All Programs, financial eligibility, sliding fee scale (can have more than one sliding fee scale and each sliding fee scale can have one or more programs; this configuration determines the percentage of each program), Declaration of Income (for patient to electronically sign), etc.

Parent Details/Emergency Contact tab is for parent and emergency contact information.

Staff Notes tab is an area for the staff to put reminders or patient specific information.

10. Document Management

Patagonia Health Response: Patagonia Health's Document Management system provides a way to manage old paper documents and incoming paper documents, like old charts, insurance cards, driver's license, intake referrals etc. All scanned documents are stored in bins within the patient chart and available for quick retrieval whenever needed. These bins are labeled and personalized to your practice to make it easier and more familiar for your users.

11. Lab Integration

Patagonia Health Response: Patagonia Health can interface with commercial labs like LabCorp and Quest/Solstas, for results only or bi-directionally. Interfaces to any other external labs can be done via a standard HL7 interface for example, state labs or hospital labs.

Patagonia Health's bi-directional capabilities for lab interfaces can send lab orders and receive lab results. Please note, we are limited by the lab's capability; not all labs or hospitals have bi-directional capabilities, so in those incidents, we will not be able to provide bi-directional options.

12. Reporting and Analysis

Patagonia Health Response: Patagonia Health has an 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, PDF, CSV, as well they can be saved for future use.

Meaningful Use reports are standard from day one. Users can create the Meaningful Use Stage 2 2018 Edition Reports at Go-Live. Also, the users can see the provider performance numerator, denominator

as well as if they are above the required measure threshold. The report also creates a list of patients that did not meet the measure so the users can easily provide feedback to the provider of where they missed performing the meaningful use measures and make appropriate workflow corrections.

HIPAA compliant reports are also part of the standard report set. Patagonia Health has a detailed audit trail of user access, edits and updates to the records in the solution. These audit reports are available in the solution from initial setup, training and Go-Live. More than 30 audit reports from various areas of the solution listed below are available at Go-Live.

13. Supply inventory, including vaccines

Patagonia Health Response: Patagonia Health's Pharmacy App can manage inventory for all medications and medical supplies that can be prescribed to a patient.

Patagonia Health's robust 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 (vaccine or medication) turns red when it's about to expire or needs to be reordered. Additionally, there are numerous reports, canned and ad-hoc, for you as well.

14. Interface with NYSIIS and other state databases

Patagonia Health Response: Yes, we are presently in the testing phase with NYSIIS for our other NY County Public Health Departments. Patagonia Health has interfaced with a variety of registries, practice management systems, diagnostic labs, HIE's and other custom interfaces. We have the expertise to interface with any systems. That system must be able to support one or more of the following interfaces: HL7, CCD, XML over SOAP or API web service, JSON.

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Vendor References

Below is a list of customers that are experienced users of the Patagonia Health EHR. We welcome you to reach out to any of the contacts to ask questions and or to set up site visits.

Cleveland County Public Health Center (customer since 2014)

200 Post Road, Shelby, NC 28152-6227

Contact: Alisa Leonard, Director of Nursing,

Email: Alisa.Leonard@clevelandcounty.com

Phone: 980-484-5100

<http://clevelandcounty.com/cchd/>

Washoe County Health District (customer since 2015)

1001 E. 9th Street, Building B, Reno, NV 89512

Contact 1: Steve Kutz, Division Director, Email: skutz@washoecounty.us

Contact 2: Brantley Hancock, Department Systems Specialist, Email: bhancock@washoecounty.us

Phone: (775) 328-2400

<https://www.washoecounty.us/health/>

Mid-Michigan District Health Department (customer since 2016)

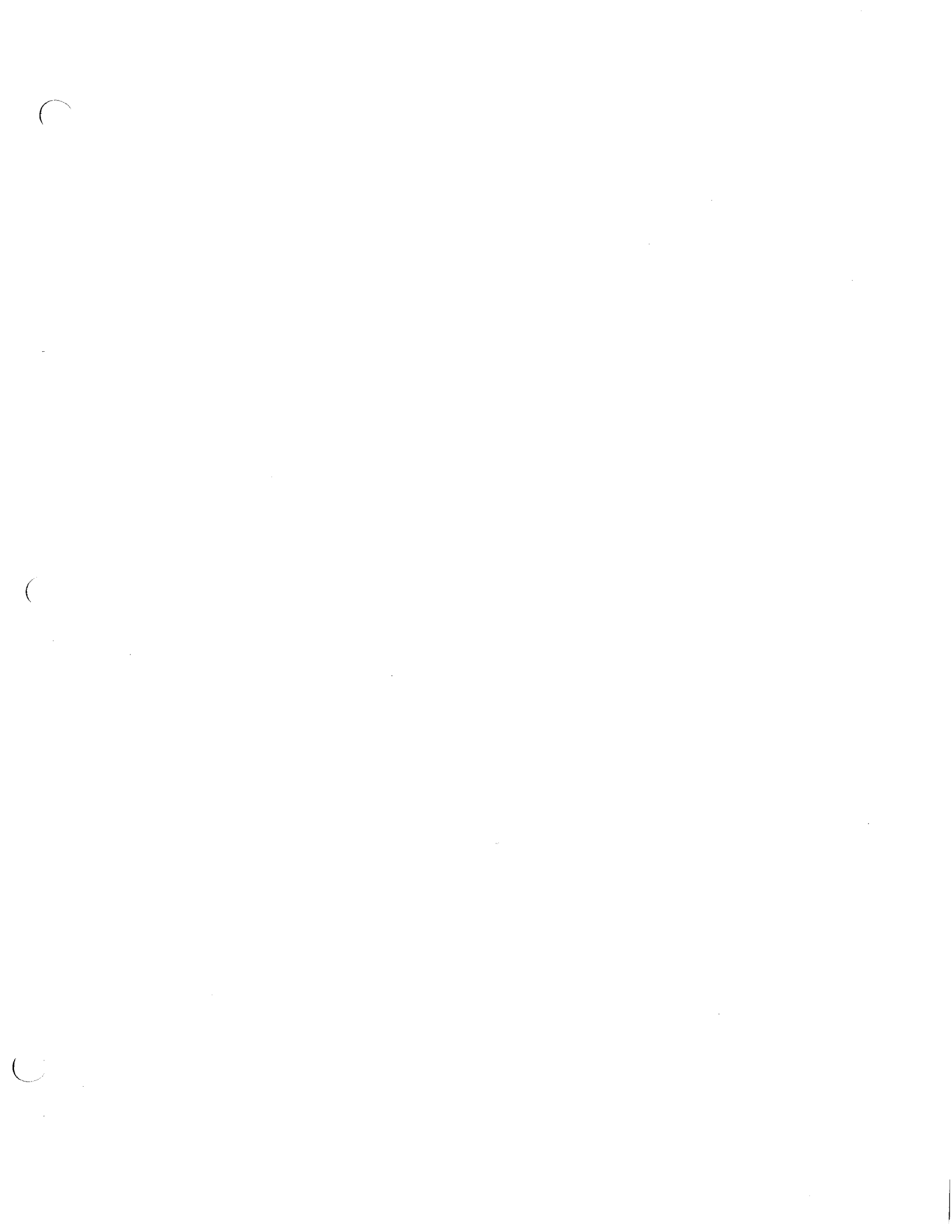
615 N State Street Suite 2, Stanton MI 48888-9702

Contact: Andrea Tabor, RN, BSN, MPH, Director of Community Health & Education

Email: atabor@mmdhd.org

Phone: (989) 831-3639

<http://www.mmdhd.org/>



County of Jefferson

Office of the Purchasing Department
Historic Court House
95 Arsenal Street
Watertown, New York 13601-2565
315-785-3077
Fax: 315-785-7591



Email Addresses:

marks@co.jefferson.ny.us
karind@co.jefferson.ny.us
amccracken@co.jefferson.ny.us
avisg@co.jefferson.ny.us
mshear@co.jefferson.ny.us

Buyers
Karln Dorr
Amanda McCracken

Director
Mark Sachetti, CPPB

Sr. Account Clerk
Avis Gilmore
Account Clerk
Mary Ann Shear

To: All Bidders of Record
From: Jefferson County Purchasing Department
Date: March 22, 2019
Re: Bid # 19-04 NAME: Software for Jefferson County Public Health Preventive Unit

NOTICE OF ADDENDUM #1

Please be advised the bid opening date for the above referenced bid has been changed to Thursday, April 11, 2019 at 3:00 pm EST.

Please be advised that the following questions have been submitted and answers follow:

1Q. Is there any way we can please have an electronic copy sent to us?
1A. Yes.

2Q. Is there any way that the deadline can be extended so that we may have enough time to prepare a well-thought-out proposal?
2A. Yes, new due date of April 11, 2019.

3Q. We have a lot of the NYS County Health Depts. as clients and when we do the RFPs it unusually asks us for the specifications of our software with specific questions. I do not see this with this RFP and just wanted to make sure we got the whole RFP.

We want to make sure we fill it out correctly and know all the details before we complete it.

3A. The specifications really were the list provided on Page 11 of the Proposal Document.

Please acknowledge receipt of this addendum by returning a signed copy of this notice by fax, email or mail.

Please contact our office regarding any questions you may have at (315) 785-3077.

Sincerely,

Mark Sachetti
Purchasing Director

MS/mas/ag

Patagonia Health
Company Name

[Signature]
Authorized Representative Signature

4/5/19
Date

PROPOSAL CERTIFICATIONS

Firm Name: Patagonia Health, Inc.

Business Address: 15100 Weston Parkway, Suite 204

Telephone Number: 919-238-4780 Fax Number: 919-238-7920

Email: amos@patagoniahealth.com Federal ID Number: 26-4246453

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No X

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation; or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

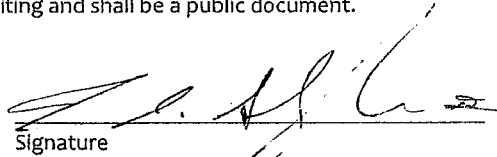
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer Amos Slaymaker
Authorized Signature [Signature]
Title VP, Sales & Marketing
Date March 29, 2019

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.



Signature

VP, Sales & Marketing

Title

March 29, 2019

Date

Patagonia Health, Inc.

Company Name



Pricing for Jefferson County Public Health Preventative Unit RFP

The following document is the Patagonia Health Sales Agreement for Jefferson County Public Health Preventative Unit RFP. Included in the Sales Agreement are items like the HIPAA Business Associate Agreement, Subscriber Services Agreement, Terms, Order Form, ACH Preauthorized Payments and Signature Page. This is the Sales Agreement that Patagonia Health has utilized for signing over 150+ Public Health Departments across the country to date. We would like to utilize this same Sales Agreement for Jefferson County Public Health Preventative Unit but are willing to discuss.

On page #9 and #10 of the Sales Agreement is your "Order Form." It lists everything that is included in the system based on your RFP. It includes access to the system for 7 users and 3 days of on-site training with 8 hours of remote training via web meeting.

Your "Total Payments" is on the bottom of Page #10. Patagonia Health has given you 2 months free, so, your monthly invoiced payment of \$500 will start on the 1st day of the 3rd month. You will be responsible to pay \$18,000 upfront at execution of the Sales Agreement. This upfront payment includes system set up, on-site training and first month subscription fee.

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.	\$500.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$10,000.00) + Training (\$7,500.00) + first monthly subscription fees (1 * \$500.00/month) = \$18,000.00.	\$18,000.00

On page #11 is the "5-Year Price". Your total 1st year, out-of-pocket is \$22,500 and total cost for all 5 years \$48,998.

5-Year Price:

Payments	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$22,500.00	\$6,240.00	\$6,489.60	\$6,749.18	\$7,019.15	\$48,998.00

Page #12 is "Payment Schedule Options". Payment "Option A" is self-explanatory. In payment "Option B", Patagonia Health is offering a 2% discount (-\$450) if Jefferson County Public Health Preventative Unit pays all first year and then each subsequent annual payment's in full.

The items listed in the chart, on page #13 are not included in your pricing for this RFP. If you would like to select an item to be included, place your initials in the "Initial to Purchase" column. If you have any items of interest that are not listed, please let us know.



Sales Agreement

Presented to

Jefferson County Public Health Preventative Unit
4/3/2019

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, **Jefferson County Public Health Service** ("Client" or "Subscriber") located at 531 Meade St., Watertown, NY 13601.

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.

Term and Termination

1. 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.
2. 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

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. 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.
2. 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.
3. 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.

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. Service Provisions**1.1 Software**

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 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 (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 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 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.

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.

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 **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

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

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
<p>Includes: Named Users</p> <p>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.</p> <p>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.</p> <p>Web based (Software as a Service Saas) EHR eliminates the need for cost and maintenance of servers on customer premises.</p> <p>Includes 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>Includes 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>	7	Included	Included
<p>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.</p>		Included	NA
<p>Data Migration: Import of customer provided Patient Demographic data.</p>		Included	NA
<p>Interface: NY State Immunization Information System (NYSIIS).</p>		Included	Included
<p>Interface with one of the following labs: Labcorp, Solstas, or Quest: (Results Only).</p>		Included	Included

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
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
# of Onsite Training Days (Note: Days quoted are per person days).	3	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.		Included	NA
Additional hours sold in 2-hour increments (4 hours min) at \$100/hour.			

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.	\$500.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$10,000.00) + Training (\$7,500.00) + first monthly subscription fees (1 * \$500.00/month) = \$18,000.00.	\$18,000.00

5-Year Price:

Payments	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$22,500.00	\$6,240.00	\$6,489.60	\$6,749.18	\$7,019.15	\$48,998.00

PAYMENT SCHEDULE OPTIONS:

OPTION A (Payment Terms):

Initial to Accept Option A: _____

- (a) Upfront Payment (implementation, training and first month's payment): \$18,000.00
(Due within 30 days of contract date)
- (b) Ongoing Monthly. First 2 months free. Each monthly Payment: \$500.00
- (c) Total First Year Payments (\$18,000.00 + 9 * \$500.00): **\$22,500.00**

OPTION B (All Annual Payments, each year, paid in advance):

Initial to Accept Option B: _____

- (a) Total Year 1 Contract Amount: \$22,500.00
- (b) Discount on only first year total payment (2%) - \$450.00
- (c) Total Payment after discount for Year 1: **\$22,050.00**
(Due within 30 days of invoice/contract date)

The items listed in the chart below are not included in your pricing for this RFP. If you would like to select an item to be included, place your initials in the "Initial to Purchase" column. If you have any items of interest that are not listed, please let us know.

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee	Initial to Purchase
Any other interfaces of interest to Jefferson County, that is not listed, would need to be scoped for work.				
Immunization Barcode scanning software. (Barcode Scanning Software to support Immunization Inventory App. Increase speed and accuracy of immunization inventory).		\$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 10 consents provided during implementation and train you to use the consent editor tool allowing for unlimited number of patient consents).	10.00 forms	\$2,000.00	\$50.00	
Communicator App. (Automated patient appointment reminders via text, voice and/or email).		\$500.00	\$100.00	
Electronic Fax. (Allows for paperless inbound faxes with quick and easy outbound faxing. Unlimited number of fax pages) (Price is per 1 fax line)	1.00	\$700.00	\$70.00	
Institutional 837i (UB 04) billing. (per NPI)		\$250.00	\$100.00	
Patient ID Scanning Feature. Directly scan patient driver license and/or insurance card information into patient demographics (Scanner purchased by the customer) (Price is for one location).		\$500.00	\$60.00	
Phrase Express (Saves frequently used phrases for MDs, NPs, and PAs). – Monthly price is per user.		\$500.00	\$20.00	

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 emailed to jason@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.



**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.

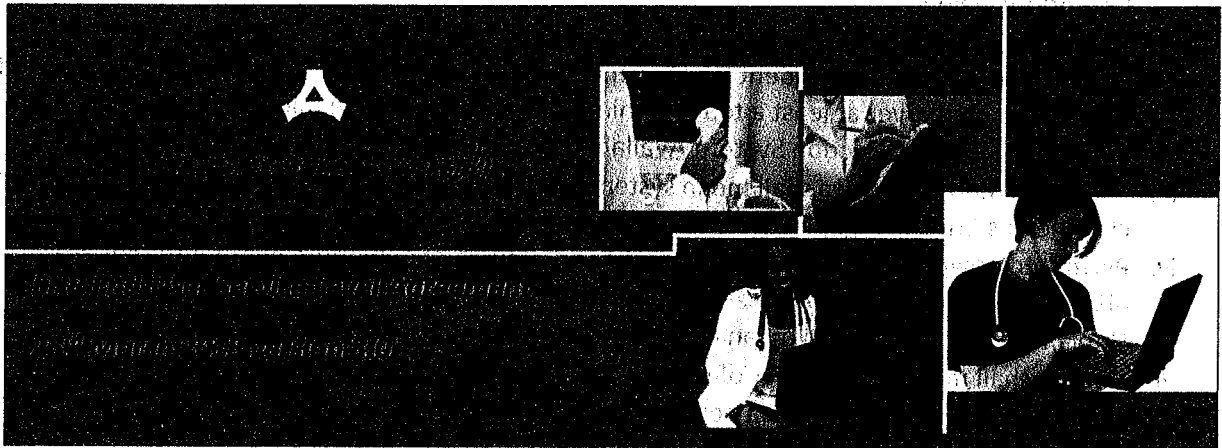
The overall data migration process can be complex. The data migration process will require customer to make many decisions and/or determinations regarding their current data; how much of it is available to convert, the methods of how various data will be converted to Patagonia Health, and the overall 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)

PatagoniaHealth

- 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)



Abhi Muthiyar

Patagonia Health Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

www.PatagoniaHealth.com

- b. After page has loaded, common operations like saving encounter note, saving allergies, editing and saving patient demographics, signing and locking encounter notes will complete in 20 seconds or less.
- c. Exceptions to the 20 second response time include reports execution, third party sites or queries. These third party sites include Surescripts® medication history query, insurance eligibility verification, Direct Secure Messaging HISP and any new site that is added in the future. Access to these sites may be optional or Patagonia Health may temporarily disable access to improve response time.

2.2 Customer Reported Issues

Customer will classify any problem reported to Patagonia Health support teams according to the descriptions below. If Patagonia Health disagrees with the customer's classification a discussion will be called to reach an agreement.

- **Critical**

The software system has completely failed. Users cannot log in to the EHR or practice management system. Users cannot view or update data for any patients in the system. There are no known workarounds for the issue.

For example: the web server fails. No one can log in to the system.

- **High**

System is functional but a defect may produce incorrect or incomplete results and affects the behavior. This defect has a work around, which may require modifying the user work flow.

For example: E-prescription is not transmitting prescriptions. Workaround is for user to hand write prescriptions.

- **Medium**

System is functional and all operations return correct results. The defect may be isolated to a specific flow. The issue impacts a small number of users. This kind of defect has a quick workaround for the user to avoid any issues.

For example: Filter in a table or list does not narrow down results.

- **Low**

The defect is aesthetic or assistance request or information request. It does not affect functionality or usability of the system. It might result from non-conformance to a standard. No work around is required.

For example: Button text has spelling mistake or a message has grammatical error.

2.3 Defect Reporting Procedures

- i. Initial Reporting: Customer will report any issues to Patagonia Health support team via one of the methods listed in Appendix A.

this 15% will counted towards Unplanned Downtime for the calendar month. Patagonia Health will perform such maintenance to minimize the impact to the customers.

3. Contacting Patagonia Health Support

Use one of these methods

- 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.

4. Customer Responsibility

Customer is responsible for providing users with the appropriate hardware and software, access to Internet and other devices as required.

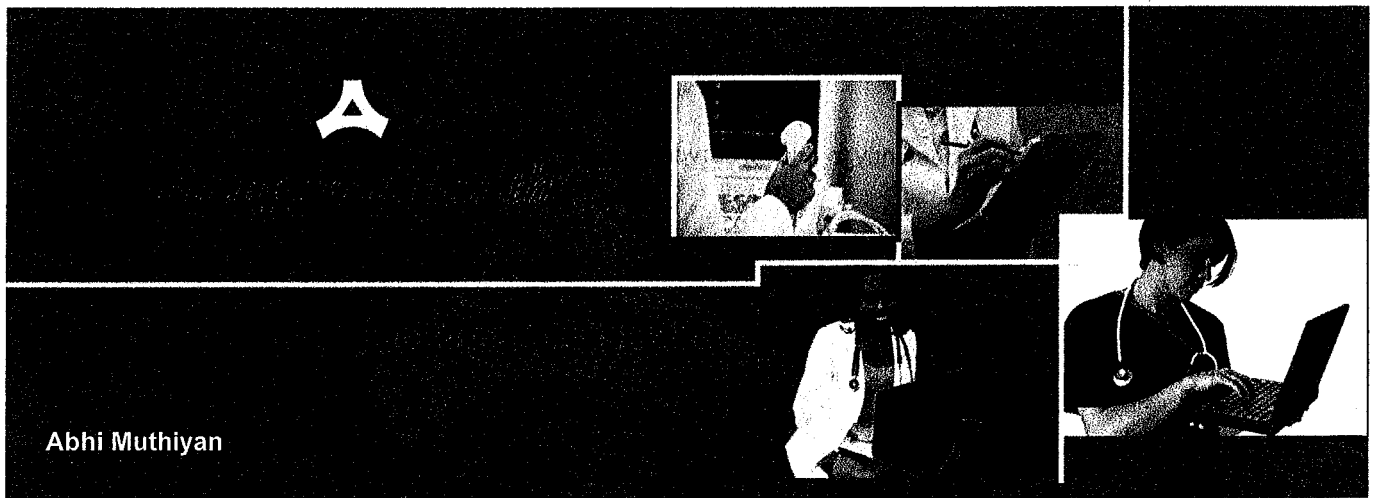
Requirements

1. Internet connection:
 - a. Broadband access for all users. Recommended bandwidth is about 3Mbps download speed for every 5 – 7 users. 50Mbps business class Internet connection can serve about 80-120 users.
 - b. Test speed with <https://speedof.me/> (test site may be updated by Patagonia Health support team based on availability of these testing sites). At peak load, every user computer should see
 - i. At least 3 Mbps download speed
 - ii. Latency or ping results of 40ms or better (lower than 40 ms)
 - iii. 0% packet loss
 - iv. At least 3 Mbps upload speed
 - c. Bandwidth and download speed requirements may change depending on the usage of EHR in a particular location. Significant document upload/download, increased number of concurrent users, other network traffic may all require adjusting the bandwidth.
2. Desktops, laptops:
 - a. Modern hardware (Intel or equivalent CPU. Current CPU version or version released in the last 2 years. Dual-core CPU or better) with 8GB+ RAM. The browser should have sufficient CPU cycles and should not be starved for resources.
 - b. Preferably users are not sharing hardware at the same time.
 - c. When accessing the EHR, users should not be running other network intensive applications, including but not limited to streaming music or movies.
3. Software:
 - a. Microsoft Windows OS. Windows 7, Windows 8.x or Windows 10.x preferred.

- ii. **Sole and exclusive Remedies:** The service credit and rights described in sales agreement are customer's sole and exclusive rights and remedies for Patagonia Health's failure to meet any of the requirements set forth in this agreement.

6. Service Level Agreement Dispute Resolution

If Patagonia Health continues to violate SLA defined in this document for consecutive 90 days or more, customer and Patagonia Health dispute resolution process as laid out in the sales agreement.



Contact:

Abhi Muthiyan

abhi@patagoniahealth.com

919-649-6465

Disaster Recovery

As with any mission critical application, Patagonia Health has plans for any geographic disasters. Business Continuity Planning (BCP) requires setting up geographically distributed disaster recovery centers. The primary and disaster recovery data centers are to be separated by over 300 miles. Primary data center is in Morrisville, NC and disaster recovery is in Cincinnati, OH.

The application and database are also mirrored in a remote data center. The remote data center is on stand-by and can be activated in case the primary data center has a disaster.

All the data centers are connected to the Internet backbone with redundant connections from independent service providers. The data centers have independent infrastructure (electric power, network, water etc.)

Backup and Recovery testing

Patagonia Health periodically performs restore testing for both the local and remote backups. Any errors are corrected and staff is trained to manage the transition. The goal is to have a smooth transition with minimal down time.

These mechanisms are in place to prevent data loss provide continuity for our customers.

Backup Summary

Task	Frequency
Local Virtual Machine mirror	5 minutes
Remote Virtual Machine mirror	15 minutes
Database full backup	24 hours
Database differential backup	15 minutes
Full back up retention period	Most recent 7 days Weekly full backup for 12 months

PATAGONIA HEALTH INC.

HIPAA/HITECH Compliance Assessment – Summary Report

Quick Reference on Security and Breach Notification Rules

Prepared by EHR 2.0
Phone: 866-276 8309
E-mail: info@ehr20.com
URL: <https://ehr20.com>
10/25/2017

Patagonia Health is enlisting EHR 2.0 as a third-party security consulting agency to conduct independent security and HIPAA audits. EHR 2.0 follows a standards-based risk assessment program (i.e., NIST) to ensure security, privacy, and administrative processes required under HIPAA are met by its clients. Assessments are conducted based on point-in-time analysis of systems and existing processes. Patagonia Health Inc. has provided details about their operation to the best of their knowledge, and EHR 2.0 is not claiming responsibility for any inaccuracies reported, for instance due to a change in processes, people, and/or technology.

EXECUTIVE SUMMARY

Under the HIPAA Privacy and Security Rule: Patagonia Health, as a Business Associate (BA), is required to perform active risk reduction and safeguarding of patient information essential to patient privacy. The HITECH act allows only the **minimum necessary** to be disclosed when handling protected health information (PHI).

This summary report has been prepared to support meeting the requirements of the Department of Health and Human Services (HHS), Office for the Civil Rights (OCR), Centre for Medicare and Medicaid Services (CMS) Meaningful Use, MIPS/MACRA, and other applicable state data privacy laws and regulations. A detailed risk management action plan is maintained and updated continuously, based on the gaps identified from the risk analysis. The gaps identified and recommendations are based on input provided by the staff, budget, scope, and other practical considerations.

At EHR 2.0 we have developed the following information as a quick reference for details regarding several security questions raised by the requirements for meeting Meaningful Use security measures and HIPAA/HITECH regulations. The responses on this list are based on our best understanding of the questions, as they pertain to the Patagonia Health EHR system and its components/setup as well as the hosting environment. This information is current as of October 25th, 2017 and subject to change as new information and questions are brought to our attention.

Risk Assessment Approach

Our risk assessment approach is focused to identify primarily reasonably anticipated threats or hazards to the security, availability, and/or integrity of electronic Protected Health Information (ePHI). The results of the risk assessment are used to develop and implement appropriate policies and procedures. Interviews, questionnaires, and automated scanning tools are used for gathering information required for this security risk analysis report. Not all risks are equally important, and higher priorities are placed on mitigating those of greater severity and/or likelihood. Management must take into account the cost of intervention and the business impact of loss of confidentiality, integrity, or availability of data.

1 HIPAA/HITECH Administrative Security Safeguards

1.1 Security Management Process (§ 164.308(a)(1))

1.1.1 Does your organization conduct an accurate and thorough risk analysis on a regular basis for assessing and managing risks to its ePHI? § 164.308(a)(1)(ii)(A)

The Patagonia Health Inc. security team performs annual security reviews, which include reviewing the existing and creating any new policy documents. The team reviews active security documents, updates these documents as appropriate to reflect changing regulations and conditions, and develops new documentation as needed to support current business requirements.

In addition to documentation review, the HIPAA/HITECH and IT security team conducts an annual audit of all teams in the company to determine which teams will have access to PHI in the course of performing the job duties. These teams then receive specific guidance on the safeguarding of the information in their domain.

1.1.2 Does your organization have a formal, documented program to mitigate the threats and vulnerabilities to ePHI identified through the risk analysis? § 164.308(a)(1)(ii)(B)

1.4.1 Have you implemented policies and procedures to protect ePHI from the larger organization? (§164.308(a)(4)(ii))

Patagonia Health Inc. creates, receives, stores, and transfers data based on customer profiles. Customers have access to only the data stored in their profile. The system architecture doesn't allow customer data sharing.

1.4.2 Have you implemented policies and procedures for granting access to ePHI, for example through access to a workstation, transaction, program, or process? §164.308(a)(4)(ii)(B)

The Active Directory and domain controller authenticates/authorizes users based on their roles, across all computers within the network, and enforces security policies for all systems.

1.4.3 Have you implemented policies and procedures that are based upon your access authorization policies to establish, document, review, and modify a user's rights of access to a workstation, transaction, program, or process? §164.308(a)(4)(ii)(C)

IT team grants access to employees based on their role, as defined by their job title and description. Each employee has a unique username, and access is granted to computer resources and authorized IT environments based on their role. Employees must use a password with their username to gain access to their authorized systems, and passwords must meet password strength requirements to be accepted by the system.

1.5 Security Awareness and Training (§ 164.308(a)(5))

1.5.1 Do you provide periodic information security reminders? 164.308(a)(5)(ii)(A)

Patagonia Health Inc. routinely trains staff on HIPAA requirements and security awareness. Existing employees are trained at least annually, and new employees receive HIPAA training during new hire orientation. New employees are also thoroughly educated on company security policies and their responsibilities regarding the handling of PHI during orientation. All employees receive HIPAA reminders and training updates on a regular basis.

1.5.2 Do you perform staff training for policies and procedures for guarding against, detecting, and reporting malicious software? 164.308(a)(5)(ii)(B)

This requirement is included as part of HIPAA awareness training. All staff members are required to read and sign the employee responsibilities agreement during the training program.

1.5.3 Do you perform staff training for monitoring log-in attempts and reporting discrepancies? §164.308(a)(5)(ii)(C)

This requirement is included as part of HIPAA awareness training.

1.5.4 Do you perform staff training for creating, changing, and safeguarding passwords? §164.308(a)(5)(ii)(D)

This requirement is included as part of HIPAA awareness training.

1.6 Security Incident Procedures (§ 164.308(a)(6))

1.6.1 Do you have procedures to identify and respond to suspected or known security incidents, mitigate to the extent practicable any harmful effects of known security incidents, and document incidents and their outcomes? §164.308(a)(6)(ii)

Yes, Patagonia Health Inc. uses industry standard tools for monitoring and alerting any security incidents on a variety of security and performance metrics.

2 HIPAA/HITECH Physical Security Safeguards

2.1 Facility Access Controls (§ 164.310(a)(1))

2.1.1 Have you established (and implemented as needed) procedures that allow facility access in support of restoration of lost data, under the disaster recovery plan and emergency mode operations plan, in the event of an emergency? (§164.310(a)(2)(i))

Patagonia Health Inc. clients are provided with infrastructure in a Software-As-A-Service (SaaS) environment for running licensed Patagonia Health Inc. products. The hosted facilities are operated by partner companies that provide physical/environmental requirements and controls such as access restrictions, physical plant fire suppression, power, cooling, on-site 24/7 security, and access to the Internet. This environment arrangement is referred to as a co-location agreement. All co-location data centers are owned by a reputable vendor of hosting services. All data centers undergo a regular voluntary audit performed by an independent third-party firm that attests to the data centers' security structure and fitness to provide hosting services, including SOC2, ISO27001, etc. Clients can be provided with a copy of the audit reports for the data center hosting their application. In addition, all vendors need to sign Business Associate (BA) agreement before handling Patagonia Health Inc. PHI data.

2.1.2 Have you implemented policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft? §164.310(a)(2)(ii)

Access to Patagonia Health Inc. EHR data center hosted facilities is controlled through secure keycard access control systems, which ensure all external facility doors are locked at all times. CCTVs are placed at all critical points around the facility and are monitored and reviewed frequently.

2.1.3 Have you implemented procedures to control and validate a person's access to facilities based on their role or function, including visitor control and control of access to software programs for testing and revision? §164.310(a)(2)(iii)

Visitors are escorted and monitored at all sites to ensure no unauthorized access.

2.1.4 Have you implemented policies and procedures to document repairs and modifications to the physical components of a facility, which are related to security (for example, hardware, walls, doors, and locks)? §164.310(a)(2)(iv)

Visitor log is maintained to track any non-employee access to the facility.

2.2 Workstation Use (§ 164.310(b))

2.2.1 Have you implemented policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstation that can access ePHI?

Appropriate security settings are configured and maintained on all Patagonia Health workstations, desktops, laptops, and tablets. Locks physically protect laptops based on needs. Patagonia Health Inc.'s IT assets are provided to staff for business purposes only. Strict security controls have been defined, including the safe and authorized usage of laptops, tablets, desktops, computer accounts, business applications, and computer networks. Intellectual property rights are also defined. Computer Privacy screens are provided to employees who work with PHI on a

limit by the client admins directly.

**3.1.4 Have you implemented a mechanism to encrypt and decrypt ePHI?
§164.312(a)(2)(iv)**

All ePHI system layers are encrypted at network transport layer, whenever deemed appropriate. Where complete encryption is not possible due to vendor support, technical limitation, etc., compensatory controls are put in place to track user activities with strong password controls.

3.2 Audit Controls (§ 164.312(b))

3.2.1 Have you implemented Audit Controls, hardware, software, and procedural mechanisms that record and examine activity in information systems that contain or use ePHI? §164.312(b)

Audit logs are reviewed daily, and exception-based alerts are generated to examine activities that are suspicious. Patagonia Health Inc. uses industry-standard software to log/track any changes made in ePHI systems. Alerts are sent automatically if a change is made.

3.3 Integrity (§ 164.312(c)(1))

3.3.1 Have you implemented electronic mechanisms to corroborate that ePHI has not been altered or destroyed in an unauthorized manner? §164.312(c)(2)

Software-level mechanisms are implemented to ensure data is not tampered with during transmission and storage. SSL/TLS over https is used for transmitting data between the client and server. The connection between web servers and the database server is secured using access control list and other network layer security mechanisms.

3.4 Person or Entity Authentication (§ 164.312(d))

3.4.1 Have you implemented Person or Entity Authentication procedures to verify that the person or entity seeking access ePHI is the one claimed? §164.312(d)

Verification and validation of personnel accessing ePHI is conducted every step of the way to ensure proper access.

3.5 Transmission Security (§ 164.312(e)(1))

3.5.1 Have you implemented security measures to ensure that electronically transmitted ePHI is not improperly modified without detection until disposed of? §164.312(e)(2)(i)

Software level mechanisms are implemented to ensure data is not tampered with during transmission or storage. SSL/TLS over https is used for transmitting data between the client and server. The connection between web servers and database server(s) is secured using access control list and other network layer security mechanisms.

3.5.2 Have you implemented a mechanism to encrypt ePHI whenever deemed appropriate? §164.312(e)(2)(ii)

Wherever appropriate ePHI data is encrypted at-rest and during transit to ensure security and integrity of the data is maintained.

Summary

Since cost, timeliness, and ease of use are a few of the many important factors in managing the identified risks, Patagonia Health attempts to implement security controls in addition to the above-listed security measures that are sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level. Also, an active security risk management action plan is maintained, followed, and updated to handle any evolving security threats.

Disclaimer: Patagonia Health Inc. has provided details about their operation to the best of their knowledge, and assessments were conducted based on point-in-time analysis of systems and existing processes. EHR 2.0 is not claiming responsibility for any inaccuracies reported, for instance due to a change in processes, people, and technology..

3

**Patagonia Health
POLICY ON BREACHES OF
UNSECURED PROTECTED HEALTH INFORMATION**

Purpose

To outline the process for notifying affected individuals of a breach of protected information under the Privacy Act, unsecured protected health information (PHI) for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and/or state breach notification purposes.

Scope

This applies to all employees, volunteers, and other individuals working under contractual agreements with Patagonia Health.

Definitions

Breach – Unauthorized acquisition or reasonable belief of unauthorized acquisition of Personal Information that compromises the security, confidentiality, or integrity of the Personal Information.

Personal Information – Personal Information has many definitions including definitions by statute which may vary from state to state. Most generally, Personal Information is a combination of data elements which could uniquely identify an individual. Please review applicable state data breach statutes to determine what definition of Personal Information is applicable for purposes of the document.

HIPAA Breach – Unauthorized acquisition, access, use, or disclosure of unsecured PHI.

Personally Identifiable Information (PII) – Information in any form that consists of a combination of an individual's name and one or more of the following: Social Security Number, driver's license or state ID, account numbers, credit card numbers, debit card numbers, personal code, security code, password, personal ID number, photograph, fingerprint, or other information which could be used to identify an individual.

Individually Identifiable Health Information (IIHI) – PII which includes information related to the past, present or future condition, treatment, payment or provision of health care to the identified individual.

Privacy Act Breach – Unauthorized acquisition or reasonable belief of unauthorized acquisition of personal information protected by the Privacy Act. This information includes, but is not limited to Social Security Number, government issued ID numbers, financial account numbers or other information posing a risk of identity theft.

- iii. Shutting down the system that was breached or isolating the system that was attacked by ransomware
- iv. Mitigating the breach, if possible
- v. If this is a ransomware attack, recover using backup data
- vi. Correcting weaknesses in security practices
- vii. Notifying the appropriate authorities including the local Police Department if the breach involves, or may involve, any criminal activity

Investigating and Evaluating the Risks Associated with the Breach

1. To determine what other steps are immediately necessary, the Privacy Officer in collaboration with Patagonia Health's Legal Counsel and affected department(s) and administration, will investigate the circumstances of the breach.
 - a. A team will review the results of the investigation to determine root cause(es), evaluate risks, and develop a resolution plan.
 - i. The Privacy Breach Assessment tool will help aid the investigation.
 - b. The Privacy Officer, in collaboration with Patagonia Health's Legal Counsel, will consider several factors in determining whether to notify individuals affected by the breach including, but not limited to:
 - i. Contractual obligations
 - ii. Legal obligations –Patagonia Health Legal Counsel should complete a separate legal assessment of the potential breach and provide the results of the assessment to the Privacy Officer and the rest of the breach response team
 - iii. Risk of identity theft or fraud because of the type of information lost such as social security number, banking information, identification numbers
 - iv. Risk of physical harm if the loss puts an individual at risk of stalking or harassment
 - v. Risk of hurt, humiliation, or damage to reputation when the information includes medical or disciplinary records
 - vi. Number of individuals affected
 - c. Following web-based framework will be used for data risk assessment: <https://security.patagoniahealth.net/databreach> (internal website)

Notification

1. The Privacy Officer will work with the department(s) involved, Patagonia Health Legal Counsel and appropriate leadership to decide the best approach for notification and to determine what may be required by law.
2. If required by law, notification of individuals affected by the breach will occur as soon as possible following the breach.
 - a. Covered entity (or affected individuals) must be notified without reasonable delay, but in no case later than sixty (60) calendar days after

2. If a breach involves fewer than five-hundred (500) individuals, Patagonia Health will be required to keep track of all breaches and to notify HHS within sixty (60) days after the end of the calendar year.

Prevention

1. Once immediate steps are taken to mitigate the risks associated with the breach, the Privacy Officer will investigate the cause of the breach.
 - a. If necessary, this will include a security audit of physical, organizational, and technological measures.
 - b. This may also include a review of any mitigating steps taken.
2. The Privacy Officer will assist the responsible department to put into effect adequate safeguards against further breaches.
3. Procedures will be reviewed and updated to reflect the lessons learned from the investigation and regularly thereafter.
4. The resulting plan will also include audit recommendations, if appropriate.

Compliance and Enforcement

All managers and supervisors are responsible for enforcing these procedures. Employees who violate these procedures are subject to discipline up to and including termination in accordance with Patagonia Health's Sanction Policy.

Reference: HHS Breach Reporting. <https://www.hhs.gov/hipaa/for-professionals/breach-notification/breach-reporting/index.html>

COUNTY OF JEFFERSON

REQUEST FOR PROPOSALS

RFP# 19-14

Date of Notice: April 4, 2019

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **3:00 PM EST on THURSDAY, MARCH 28, 2019** for the following:

Software for Jefferson County Public Health Preventive Unit

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please e-mail to Purchasing@co.jefferson.ny.us

INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department.

B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at Purchasing@co.jefferson.ny.us. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than fourteen (14) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE

SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer's qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer's Fee

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the County or others.

E. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. DEADLINES

One original and two (2) copies of proposals must be received by the County by no later than **3:00 PM EST on THURSDAY, MARCH 28, 2019**. Proposals received after this deadline will not be eligible for consideration.

PROPOSALS MAY NOT BE SUBMITTED VIA EMAIL

Proposals should be delivered to:
Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601
(315) 785-3077

Shared\Bids\Forms\Software for Preventive unit p 14

As per Section G of the RFP, we have attempted to contact representatives from Jefferson County Public Health so that we could gather the necessary information to formulate an accurate proposal for your organization's specific requirements for an EHR system. To date, we have not been able to establish contact with anyone. MEDENT is prepared to submit a proposal upon a detailed conversation with the appropriate personnel within your organization; this will allow us to prepare the proposal based on your specific needs & requirements.

H. FORM OF CONTRACT

The County intends to develop its own contract or issue a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

I. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

J. CONTRACT TERM

The initial contract term shall be three (3) years upon date of award with an option to extend the resulting contract for up to two (2) additional one-year terms under the same terms and conditions upon agreement of both parties in writing. Notice of intent to renew will be provided to the contractor in writing by the County, normally within ninety (90) days of the expiration date of the current contract. This notice will not be deemed to commit the County to renew the contract for the renewal period, until such time as the County takes official action (generally in the form of a modified Purchase Order) to commit to such a renewal.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.
- D. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis

of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.

E. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

F. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

G. Insurance Requirements: CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General

Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

Type of Coverage	MINIMUM Limits of coverage
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced

with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

H. Indemnification. Notwithstanding any differing or contradicting language in any other documents signed by the parties: Contractor shall indemnify, defend, and hold County, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of Contractor or any of its directors, officers, employees contractors, representatives or agents; and County shall indemnify, defend, and hold Contractor harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent acts and/or omissions of County or any of its officers, employees, other contractors, representatives or agents.

I. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

J. Delivery. All proposals should be addressed to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No

responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the County. In the event of the closing of certain County facilities and/or operations, and/or services due to an unplanned event or any cause beyond the County's control, the opening/due date will be rescheduled by the County.

- K. FOIL: All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation

shall be used by the County in making its determination as to whether disclosure is required under the law.

L. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

M. Iranian Energy Sector Divestment.

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.
- N. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification.
- A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

DETAILED SPECIFICATIONS

Jefferson County Public Health Service provides a comprehensive array of community health care and related services. The Preventive Unit/Local Health Department completes communicable disease investigations, surveillance, data reporting and analysis. The unit also conducts clinics for child, adult and travel immunizations as well as Sexually Transmitted Infections/Diseases. The unit is billing Patients, Medicare, Medicaid, Managed Medicaid and Commercial Insurances for Immunizations travel clinics and a portion of the sexually transmitted infection clinic visits. Clinic visits are scheduled via appointments on line, by phone and in person.

The unit is projecting 3,310 client encounters in 2019, 2,746 vaccinations and 7,111 communicable disease reports with 4,630 cases. The agency employs a Physician, Nurse Practitioner, three full time nurses and two clerical support staff.

At this time the unit is using software to schedule appointments and assist with developing claims. The agency is interested in facilitating efficiencies and avoid duplicated efforts. The agency is interested in purchasing one software package that will encompass all aspects of the services provided by the department with the following features:

- High Level of Automation
- Complete Patient medical record and documentation
- Clinical Workflow
- E-Prescribe
- Voice Recognition
- Patient Portal
- Scheduling of patients-appointment management
- Billing Management – automatic claim development for all types of pay Sources
- Practice Management
- Document Management
- Lab Integration
- Reporting and Analysis
- Supply inventory-including vaccines
- Interface with NYSIIS and other state databases

PROPOSAL CERTIFICATIONS

Firm Name: Community Computer Service, Inc.
Business Address: 15 Hulbert Street, Auburn, NY 13021
Telephone Number: 315-255-1751
Fax Number: 315-255-3539
Email: garyc@medent.com
Federal ID Number: 16-0958181

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting

- competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer: Ryan Cuthbert

Authorized Signature:  V.P.

Electronically signed by Ryan P Cuthbert

Title: Vice President, Chief Design Officer, Quality Management Officer

Date: April 4, 2019

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

..... Items or materials requested not manufactured by us or not available to our company.

..... Our items or materials do not meet specifications.

..... Specifications not clearly understood or applicable (too vague, too rigid, etc.)

..... Quantities too small.

..... Insufficient time allowed for preparation of proposal.

..... Incorrect address used. Correct mailing address is:

.....
.....
.....

..... Our branch/division handles this type of proposal.
Correct name and mailing address is:

.....

..... We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

..... We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM:

MAILING ADDRESS:

CITY/STATE/ZIP CODE:

BY:

Signature of Representative

DATE:

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

R. P. Cuthbert, V.P.

.....
Electronically signed by Ryan P. Cuthbert

Signature

.....
Vice President, Chief Design Officer,
Quality Management Officer

Title

.....
Community Computer Service, Inc.

Company Name

.....
April 4, 2019
Date

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

Our branch/division handles this type of proposal.
Correct name and mailing address is:

We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

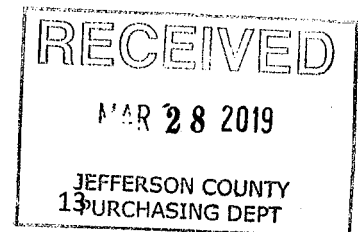
We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: CHAMP SOFTWARE
MAILING ADDRESS: PO BOX 2246, NORTH MANKATO, MN 56002
CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative

DATE: 03/22/19

RFP Number: 19-14 RFP Name: Software for Jefferson County Public Health Preventive Unit



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County of Jefferson

Office of the Purchasing Department
Historic Court House
195 Arsenal Street
Watertown, New York 13601-2565
Phone: 315-785-3077
Fax: 315-785-7591



Email Addresses:
marks@co.jefferson.ny.us
karind@co.jefferson.ny.us
amccracken@co.jefferson.ny.us
avisg@co.jefferson.ny.us
mshear@co.jefferson.ny.us

Buyers
Karin Dorr
Amanda McCracken

Director
Mark Sachetti, CPPB

Senior Account Clerk
Avis Gilmore

Account Clerk
Mary Ann Shear

MAY 22, 2019

NOTICE OF AWARD

AMOS SLAYMAKER, VP SLAES & MARKETING
PATAGONIA HEALTH INC.
15100 WESTON PARKWAY, SUITE 204
CARY, NC 27513

RFP # 19-14

NAME: SOFTWARE FOR JEFFERSON COUNTY PUBLIC HEALTH PREVENTIVE UNIT

CONTRACT PERIOD: DATE OF AWARD THROUGH MAY 21, 2022 WITH OPTION TO EXTEND FOR TWO (2) ADDITIONAL ONE-YEAR TERMS

Dear Mr. Slaymaker:

I am pleased to inform you that your Proposal submitted for the solicitation referenced has been accepted based on full compliance with the specifications, terms and conditions included in the RFP.

The following documents are required before a Contract/Purchase Order is issued:

- ✓ Insurance Certificate - Commercial General Liability, Business Automobile Liability
- ✓ Proof of New York State Disability/Worker's Compensation
- ✓ W-9 Tax Form and Vendor Information Form (Attached)
- ✓ Other: Please note that Jefferson County must be listed on your Insurance certificates as an additional insured as noted in the bid document under Insurance Requirements.

If you have any questions regarding this notice of award, please call the Jefferson County Purchasing Department.

Sincerely,

Mark Sachetti
Purchasing Director
C: Department, Auditor, Bid File

Purchasing

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Tuesday, June 18, 2019 11:41 AM
To: 'Jason Suter'
Subject: RE: Jefferson County Software Award #19-14

Mr. Suter

I am entering your company into our vendor system and you state that you want Electronic funds transfer however you did not include the document that our Treasurers Department needs to complete this. The Form is on the County website at www.co.jefferson.ny.us to Treasurers Department, choose forms, vendor.

Thank you

Mrs. Avis Gilmore
Jefferson County Purchasing Department
195 Arsenal Street
Watertown NY 13601
T: 315-785-3077
F: 315-785-7591

From: Jason Suter <jason@patagoniahealth.com>
Sent: Thursday, June 6, 2019 9:51 AM
To: purchasing@co.jefferson.ny.us
Subject: Jefferson County Software Award #19-14


To whom it may concern,

Patagonia Health was excited to receive the "Notice of Award" for RFP #19-14 to provide software for Jefferson County Public Health Preventive Unit. Please note all the requested documents from purchasing that are attached to this email. Let me know if you have any questions?

Kind regards,

Jason

--

Jason Suter
Director of Business Development
jason@patagoniahealth.com
Office: 919-439-1251
Cell: 919-463-0000
 **PatagoniaHealth**

Purchasing

From: Jason Suter <jason@patagoniahealth.com>
Sent: Thursday, June 6, 2019 11:35 AM
To: purchasing@co.jefferson.ny.us
Subject: Re: Jefferson County Software Award #19-14
Attachments: Jefferson CO_WC COI.pdf; Jefferson Co_NY_COIaddlins_0619-0620.pdf

To whom it may concern,

Per my previous email, I attached the wrong Insurance documents. They were for another county. Please see your attached documents.

Best Regards,

Jason

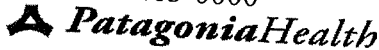
On Thu, Jun 6, 2019 at 9:51 AM Jason Suter <jason@patagoniahealth.com> wrote:
To whom it may concern,

Patagonia Health was excited to receive the "Notice of Award" for RFP #19-14 to provide software for Jefferson County Public Health Preventive Unit. Please note all the requested documents from purchasing that are attached to this email. Let me know if you have any questions?

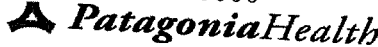
Kind regards,

Jason

--

Jason Suter
Director of Business Development
jason@patagoniahealth.com
Office: 919-439-1251
Cell: 919-463-0000


--

Jason Suter
Director of Business Development
jason@patagoniahealth.com
Office: 919-439-1251
Cell: 919-463-0000


9/18/19 Vendor 2937 added @

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Patagonia Health Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
202 Midenhall Way

6 City, state, and ZIP code
Cary, NC 27513

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
2	6		-	4	2	4	6	4	5	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **Ashok Mathur**

Digitally signed by Ashok Mathur
 DN: cn=Ashok Mathur, o=Patagonia Health Inc., ou=Patagonia Health Inc., email=ashok@patagoniahealth.com, c=US
 Date: 2018.08.13 17:02:25 -0400

Date ▶ **August 13, 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

JEFFERSON COUNTY VENDOR INFORMATION FORM

VENDOR INFORMATION

COMPLETE BUSINESS NAME: PATAGONIA HEALTH, INC PARENT COMPANY: N/A
(LEGAL NAME AS USED IN REPORTING TO IRS) (IF APPLICABLE)

MAILING ADDRESS: (For Purchase Orders)
STREET 1600 WESTON PARKWAY SUITE 204 STREET:

CITY CARY STATE NC ZIP 27513 CITY STATE ZIP

TELEPHONE #: (919) 439-1251 TELEPHONE #:

(800 IF AVAILABLE): N/A (800 IF AVAILABLE): PATAGONIA HEALTH

FAX#: (919) 238-7920 REMITTANCE ADDRESS: 202 MIDENHALL WAY

WEBSITE: WWW.PATAGONIAHEALTH.COM STREET: 202 MIDENHALL WAY

E-MAIL: JASON@PATAGONIAHEALTH.COM CITY: CARY STATE NC ZIP 27513

TAXPAYER ID/SS#: 26-4246453 (THIS IS MANDATORY)
(IF YOU DO NOT PROVIDE A VALID TIN/SS# ALL PAYMENTS TO YOU WILL BE SUBJECT TO 20% BACKUP WITHHOLDING.)

B. TYPE OF BUSINESS
 CORPORATION SOLE PROPRIETORSHIP PARTNERSHIP DBA OTHER

NEW YORK STATE BUSINESS - CHECK ALL THAT APPLY
 SMALL BUSINESS
 MINORITY OWNED AND REGISTERED WITH NEWYORK STATE

C. IF STATE BUSINESS - (IF YES, CHECK ONE OF THE OPTIONS BELOW)
 REGISTERED WITH THE NY DEPARTMENT OF STATE
 NOT REGISTERED WITH THE NY DEPARTMENT OF STATE

C. PURCHASE ORDER REQUIREMENTS
PURCHASE ORDERS WILL NOT BE MAILED, BUT WILL BE PROVIDED BY PHONE OR ELECTRONICALLY. HARD COPIES WILL BE PROVIDED ONLY UPON SPECIFIC REQUEST.
It is our policy to require a hard copy of all Purchase Orders. If copies of Purchase Orders are required they will be forwarded by electronic mail, fax or USPS at the County's discretion.

D. TYPE OF GOODS/SERVICES PROVIDED
SUPPLIER OF GOODS: (Please List): ELECTRONIC HEALTH RECORDS - SOFTWARE

E. SERVICE PROVIDER (Please List - Medical, Legal, Rental, Consultant, Construction, Etc.): SOFTWARE
PAYMENT METHOD

Electronic funds transfer - The form to set up electronic payments can be accessed on the County website www.co.jefferson.ny.us under the Treasurer's Department, choose forms, vendor.
 Check

Return Form To: Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, NY 13601
(315) 785-3077/ Fax: (315)785-7591

F. CERTIFICATION
I CERTIFY THAT THE INFORMATION CONTAINED HEREIN (INCLUDING ALL PAGES ATTACHED) IS CORRECT AND THAT NEITHER THE APPLICANT NOR ANY PERSON (OR CONCERN) IN ANY CONNECTION WITH THE APPLICANT AS A PRINCIPAL OR OFFICE, SO FAR AS IS KNOWN, IS NOW DEBARRED OR OTHERWISE DECLARED INELIGIBLE BY ANY PUBLIC AGENCY FROM BIDDING FOR FURNISHING MATERIALS, SUPPLIES, OR SERVICES TO ANY AGENCY THEREOF.

Signature of Person Authorized to Sign Application: [Signature] Name and Title of Person Signing: ARTHUR MARTIN Date: 5/31/19
(Please Print)



Jefferson County
Vendor Direct Deposit Authorization

sent to 6/24/19
mentzi@
treasurers
ca

Name: Melissa Bishop
Company: Patagonia Health, Inc.
Address: 202 Midenhall Way
Cary, NC 27513

I hereby authorize direct deposit of payment from Jefferson County into the company account
at the following bank: Wells Fargo

Routing #: 053000219
Account #: 2000041482397

Checking
 Savings
(Please check one)

One of the following is required in order for this request to be processed (please check one):

- Voided check (no starter checks)
- Pre-printed deposit slip
- Bank letter or specification sheet
(the signature of your local bank representative MUST be included)

A detail of the invoice(s) being paid will be emailed. Please provide at least one valid address:

Email #1: ar@patagoniahealth.com
Email #2: melissabishop@patagoniahealth.com
Email #3: _____

Signature: Melissa Bishop Date: June 19, 2019

Purchasing

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Thursday, May 23, 2019 3:41 PM
To: Ginger Hall; Kelly Davis
Subject: Award for Software PH P19-14
Attachments: Award 19-14 Scan Version.pdf

Ginger, Kelly

Attached is your "COMPLIMENTRARY COPY" of the "Notice of Award" for the Software for Jefferson County Public Health Preventive Unit P19-14

Thank you
Avis

Jefferson County Purchasing

From: Jefferson County Purchasing <purchasing@co.jefferson.ny.us>
Sent: Tuesday, May 28, 2019 1:42 PM
To: 'amos@patagoniahealth.com'
Subject: FW: Jefferson County Software Award #19-14
Attachments: Award 19-14 Scan Version.pdf; Vendor & W-9 form.pdf

Good Afternoon!

Attached please find the vendor and w-9 forms that were missing from the first email.

Thank you!

Amanda L. McCracken
Buyer
Jefferson County Purchasing Dept.
195 Arsenal Street
Watertown, NY 13601
T: 315-785-3318
F: 315-785-7591

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Thursday, May 23, 2019 3:39 PM
To: amos@patagoniahealth.com
Subject: Jefferson County Software Award #19-14

Dear Mr. Slaymaker:

Attached is the "Notice of Award" to your company for the Software for Jefferson county Public Health Preventive Unit.

Please complete the attached vendor and w-9 forms and return to us as soon as possible.

Thank you

Mrs. Avis Gilmore
Jefferson County Purchasing Department
195 Arsenal Street
Watertown NY 13601
T: 315-785-3077
F: 315-785-7591

Purchasing

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Thursday, May 23, 2019 3:39 PM
To: 'amos@patagoniahealth.com'
Subject: Jefferson County Software Award #19-14
Attachments: Award 19-14 Scan Version.pdf

Dear Mr. Slaymaker:

Attached is the "Notice of Award" to your company for the Software for Jefferson county Public Health Preventive Unit.

Please complete the attached vendor and w-9 forms and return to us as soon as possible.

Thank you

Mrs. Avis Gilmore
Jefferson County Purchasing Department
195 Arsenal Street
Watertown NY 13601
T: 315-785-3077
F: 315-785-7591

County of Jefferson
Office of the Purchasing Department
Historic Court House
195 Arsenal Street
Watertown, New York 13601-2565
315-785-3077
Fax: 315-785-7591



Email Addresses:

marks@co.jefferson.ny.us
karind@co.jefferson.ny.us
amccracken@co.jefferson.ny.us
avisg@co.jefferson.ny.us
mshear@co.jefferson.ny.us

Buyers
Karin Dorr
Amanda McCracken

Director
Mark Sachetti, CPPB

Senior Account Clerk
Avis Gilmore
Account Clerk
Mary Ann Shear

RFP REVIEW/APPROVAL FORM

To: Ginger Hall

From: Purchasing Department

Date: April 11, 2019

Subject: RFP #19-14 Software for Jefferson County Public Health Preventive Unit

The RFP's solicited for the above referenced RFP have been received and are summarized as follows:

<u>Vendor</u>	<u>Comments</u>
Patagonia Health	For your review
Medent	For your review

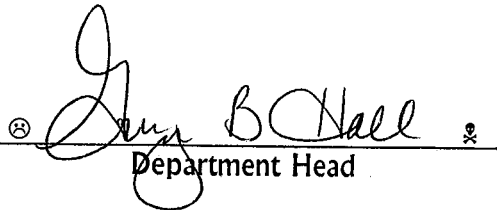
RECEIVED

APR 15 2019

Jefferson County
Public Health

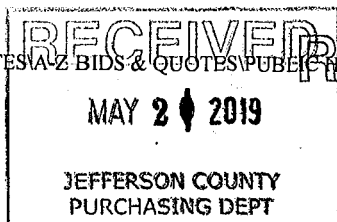
Reason/Recommendation:

Patagonia - user friendly + meets needs - eval done


Department Head

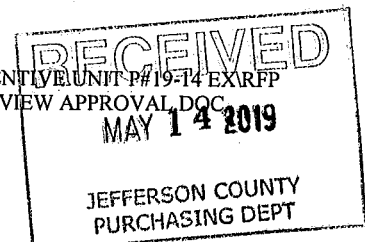
5/13/19
Date

S:\SHARED\BIDS & QUOTES\ALZ BIDS & QUOTES\PUBLIC HEALTH\SOFTWARE FOR PREVENTIVE UNIT #19-14 EX\RFP REVIEW APPROVAL.DOC



MAY 20 2019

Jefferson County
Public Health



Left Blank -

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Tompkins Insurance Agencies, Inc.
1240 Broadcasting Road
P.O. Box 6707
Wyomissing
PA 19610

INSURED
PATAGONIA HEALTH INC.
15100 Weston Parkway
Suite 204
Cary
NC 27513

CONTACT NAME: Melissa Streeter
PHONE (A/C, No, Ext): (215) 274-7408
E-MAIL ADDRESS: mstreeter@tompkinsfinancial.com
FAX (A/C, No): (888) 339-8337

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Sentinel Ins Co, LTD	11000
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL196467745 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			39SBMUQ5601	06/17/2019	06/17/2020	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			39SBMUQ5601	06/17/2019	06/17/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below						PROPERTY DAMAGE (Per accident)	\$
B	Technology E&O/Cyber			39TE033492319	02/13/2019	02/13/2020	EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							Each Wrongful Act	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as Additional Insured with respects to the General Liability when required by a written contract, subject to the terms and conditions of the policy.

JUN 06 2019
 IMPROVED
 NEW YORK STATE DEPARTMENT OF FINANCE

CERTIFICATE HOLDER
County of Jefferson
195 Arsenal Street
Watertown
NY 13601

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Daniel S. Bryce

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Tompkins Insurance Agencies, Inc.
1240 Broadcasting Road
P.O. Box 6707
Wyomissing PA 19610

INSURED
PATAGONIA HEALTH INC.
15100 Weston Parkway
Suite 204
Cary NC 27513

CONTACT NAME: Melissa Streeter
PHONE (A/C, No, Ext): (215) 274-7408
E-MAIL ADDRESS: mstreeter@tompkinsfinancial.com
FAX (A/C, No): 888-339-8337

INSURER(S) AFFORDING COVERAGE

INSURER A: Sentinel Ins Co, LTD	NAIC #
INSURER B: Hartford Fire Insurance Co.	11000
INSURER C:	19682
INSURER D:	
INSURER E:	
INSURER F:	

CERTIFICATE NUMBER: 18-19 MASTER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			39SBMUQ5601	6/17/2018	6/17/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE			39SBMUQ5601	6/17/2018	6/17/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EACH OCCURRENCE	\$
B	Technology E&O/Cyber			39TE033492319	2/13/2019	2/13/2020	PER STATUTE	\$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The certificate holder is included as Additional Insured with respects to the General Liability when required by a written contract, subject to the terms and conditions of the policy.						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							Each Wrongful Act Aggregate	\$5,000,000
								\$5,000,000

CERTIFICATE HOLDER
County of Jefferson
195 Arsenal Street
Watertown, NY 13601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David Boyce/MNS

David S. Boyce

JUN 06 2019



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>a. Legal Name & Address of Insured (use street address only)</p> <p>Patagonia Health, Inc. 202 Midenhall Way Cary, NC 27513</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 9197609344</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 264246453</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Jefferson</p> <p>195 Arsenal Street</p> <p>Watertown, NY 13601-2565</p>	<p>3a. Name of Insurance Carrier Travelers</p> <p>3b. Policy Number of Entity Listed in Box "1a" UB0N691503</p> <p>3c. Policy effective period 05/01/2019 to 05/01/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

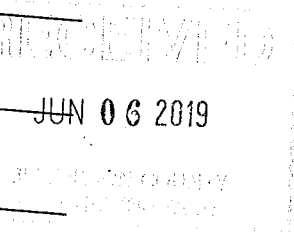
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Teresa Cator
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Teresa Cator
(Signature)

06/04/2019
(Date)

Title: Managing Supervisor



Telephone Number of authorized representative or licensed agent of insurance carrier: 888-289-2939

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RECEIVED

JUN 06 2019

WORKERS' COMPENSATION
DIVISION

Left Blank



4050
JEFFERSON COUNTY
HOME HEALTH NURSING
531 MEADE STREET
WATERTOWN, NY 13601
Phone: 315-786-3770

michelles@co.jefferson.ny.us

Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601
P: 315-785-3077
E: purchasing@co.jefferson.ny.us
FED ID: 15-6000457

Purchase Order

Fiscal Year 2019

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19000857**

Delivery must be made within doors of specified destination.

Vendor

PATAGONIA HEALTH INC
15100 WESTON PARKWAY SUITE 204
CARY, NC 27513

Ship To

JEFFERSON COUNTY
INFORMATION TECHNOLOGY
175 ARSENAL STREET BASEMENT
WATERTOWN, NY 13601
Email: michelles@co.jefferson.ny.us
Phone: 315-785-3060

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
1919-439-1251	1919-238-7920	19000982	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS
07/12/2019	2937	08/01/2019	
FOB DESTINATION	DEPARTMENT/LOCATION	NOTES	
	PUBLIC HEALTH	SOFTWARE MAINTENANCE	

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	ELECTRONIC MEDICAL RECORDS SOFTWARE FOR PREVENT CLINICS AS PER SPECIFICATIONS, TERMS AND CONDITIONS OF RFP #19-14 DATED 5/22/19 VALID THROUGH 5/21/22 WITH OPTION TO EXTEND FOR (1) ADDITIONAL YEAR. *INCLUDES \$450.00 DISCOUNT FOR PAYING 1ST YEAR UP FRONT.	1.0	LS	\$27,390.00	\$27,390.00

GL Account: 01-HH-4050-4051-0000-04114
Credit: \$450.00
\$26,940.00

GL SUMMARY	
01405100 - 04114	\$26,940.00

CERTIFICATION: By signing this Purchase Order the undersigned acknowledges they have reviewed all applicable contracts available for this purchase or have completed a formal quotation or bid as required by Policy or GML 103, and confirms this Purchase is in compliance with both Jefferson County Procurement Policy and applicable NYS laws.

NOTICE TO VENDOR

- By accepting this Purchase Order, the Vendor certifies to the County of Jefferson, that the price of the goods or services included in this Purchase Order does not include tax. The County is exempt from Local, State, and Federal Taxes. ID#: EX-16730301-K.
- By accepting this Purchase Order the Vendor agrees to be bound by the Standard Terms and Conditions which apply to all Purchase Orders issued by Jefferson County. A copy may be viewed on the County website (www.co.jefferson.ny.us) or may be obtained by contacting the Purchasing Department.
- The County reserves the right to cancel this order or any part thereof, if delivery is not made within the time specified, and/or to reject any materials which do not conform to the specifications indicated.

Total Ext. Price	\$27,390.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$450.00
Purchase Order Total	\$26,940.00

[Signature]
Authorized Signature

Vendor Copy

Purchasing

From: Bert Burnham <bburnham@co.jefferson.ny.us>
Sent: Monday, July 8, 2019 2:33 PM
To: 'Purchasing'; gingerh@co.jefferson.ny.us; 'Mark Sachetti'; karind@co.jefferson.ny.us
Subject: RE: Software for Preventive Unit

The ABMR is at the treasurer's office level for approval. Once that is done, I can enter the purchase requisition, waiting for the money to be moved to cover the total cost.

Thanks,
Bert

Bert G Burnham
Public Health Fiscal Director
531 Meade Street
Watertown, NY 13601
Phone: 315-786-3742
Fax: 315-786-3761

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Monday, July 8, 2019 2:30 PM
To: gingerh@co.jefferson.ny.us; 'Mark Sachetti' <marks@co.jefferson.ny.us>; karind@co.jefferson.ny.us; bburnham@co.jefferson.ny.us
Subject: FW: Software for Preventive Unit

Good Afternoon,
I had the Vendor (Jason Sutter) contact me to get an update on this RFP. Can you give us the status in Munis?
Thank You,

Mary Ann Shear
Jefferson County Purchasing
195 Arsenal St.
Watertown, NY 13601
T: 315-785-3077
F: 315-785-7591

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Tuesday, June 18, 2019 12:20 PM
To: Ginger Hall <gingerh@co.jefferson.ny.us>
Cc: marks@co.jefferson.ny.us; Karin Dorr <karind@co.jefferson.ny.us>
Subject: Software for Preventive Unit

Ginger

I have received the Insurance and vendor and W-9 forms for Patagonia Health Inc. and have entered into Munis, Vendor #2937.

According to the email that Mark forward to Karin and myself looks like we will be issuing a Purchase Order and No Contract for this software.
If so, would you please enter a request into Munis and we will complete the Purchase Order process. If not, please let me know and I will forward documents to David for a contract.

Thank you
Avis

Purchasing

From:

Sent:

To:

Subject:

Purchasing <purchasing@co.jefferson.ny.us>
Monday, July 8, 2019 2:30 PM
'gingerh@co.jefferson.ny.us'; 'Mark Sachetti'; 'karind@co.jefferson.ny.us';
'bburnham@co.jefferson.ny.us'
FW: Software for Preventive Unit

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Thank you
Avis

Mark Sachetti

From: Mark Sachetti <marks@co.jefferson.ny.us>
Sent: Thursday, May 16, 2019 3:58 PM
To: Amanda McCracken; avisg@co.jefferson.ny.us; 'Karin Dorr'; 'Mary Ann Shear'
Subject: FW: Prevent Software -Patagonia Health

And the response....fyi....

Avis...please fwd copy of the RFP back to Ginger so she can sign the agreement.....thenKarin/Avis....will do award letter, etc. etc. as noted below....
Thanks all..

From: Ginger Hall <gingerh@co.jefferson.ny.us>
Sent: Thursday, May 16, 2019 3:34 PM
To: 'Mark Sachetti' <marks@co.jefferson.ny.us>
Subject: RE: Prevent Software -Patagonia Health

I do agree. I sent the whole RFP to you so if you can return I will sign the agreement.

Ginger

From: Mark Sachetti <marks@co.jefferson.ny.us>
Sent: Thursday, May 16, 2019 1:19 PM
To: gingerh@co.jefferson.ny.us
Subject: Prevent Software -Patagonia Health

Ginger...

I read through the Patagonia proposal and proposed sales/use agreement for the software proposed that your office has selected. Based on the terms and conditions of the RFP language and the cost of the additional software enhancements as compared to the original proposal, I don't see a significant issue with the proposed purchase.

A summary of the proposed costs both as originally proposed as well as with the additional software enhancements that you want to include is attached.

The agreement as written, does require the monthly subscription fees to be made through monthly ACH debits, which I'm not sure the Treasurer may agree to..or if we really want to do this. I would suggest that we agree to prepay the monthly fees on an annual basis at the beginning of each year by check.

Other than that the agreement is based on a five year term and auto-renews at the end of this initial term for an additional five years unless cancelled 3 months prior to the renewal date, and includes an annual increase of 4%(reflected in the proposed cost)...or based on the CPI whichever is higher.

The proposal included an insurance certificate as well as a W9 so we have the documents needed to establish the vendor in MUNIS.

Assuming you want to proceed, please return the signed sales agreement including the optional software enhancements that you want to add and we will issue an award letter to Patagonia along with the agreement. Once we receive the MUNIS request we will also issue a formal purchase order to them for the initial up front costs to purchase the software

and the first year subscription fees (assuming you want to take advantage of their discount of \$450 by paying the first year costs up front?). The PO will reflect the initial up front costs and 2019/2020 subscription fees through the first twelve month contract term and we can issue new PO's annually when you are invoiced for subsequent contract terms each year.

Please let me know what I might have missed....or if you're in agreement.

Thanks...
Mark

Purchasing

From: Beth Wride <bethw@medent.com>
Sent: Tuesday, April 9, 2019 1:54 PM
To: Purchasing@co.jefferson.ny.us
Cc: garyn
Subject: Re: MEDENT Submission of Request for Proposal for Jefferson County (Acct. 99688)
Attachments: Jefferson County Signed RFP.pdf; Request for Proposals# Redline 1 by MEDENT'S Attorney.docx

Hi,
Please see our redline marking the changes that were made by our attorney. We have also attached a copy of the signed Request for Proposal.

We have mailed 2 paper copies of the signed Request for Proposal as well.

As per section G of the RFP, we have attempted to contact representatives from Jefferson County Public Health so that we could gather the necessary information to formulate an accurate proposal for your organizations's specific requirements for an EHR system. To date, we have not been able to establish contact with anyone. MEDENT is prepared to submit a proposal upon a detailed conversation with the appropriate personnel within your organization; this will allow us to prepare the proposal based on your specific needs and requirements.

Thank You,



Beth Wride
Administrative Assistant
MEDENT
15 Hulbert Street - P.O. Box 980
Auburn, New York 13021
Tel: 1(315)255-1751 ext. 209
Fax: 1(315)255-3539
Email: bethw@medent.com



This message and any attachments may contain information that is protected by law as privileged and confidential, and is transmitted for the sole use of the intended recipient(s). If you are not the intended recipient, you are hereby notified that any use, dissemination, copying or retention of this e-mail or the information contained herein is strictly prohibited. If you received this e-mail in error, please immediately notify the sender by e-mail, and permanently delete this e-mail.

COUNTY OF JEFFERSON
REQUEST FOR PROPOSALS

RFP# 19-14

Date of Notice: April 4, 2019

Sealed Proposals will be received by the Office of the County Purchasing Department,
Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **3:00 PM EST on**
THURSDAY, MARCH 28, 2019 for the following:

Software for Jefferson County Public Health Preventive Unit

Completed proposals will be reviewed and evaluated by the County in anticipation of the
awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to
waive any irregularities in procedure. If there are any questions concerning this request,
please contact this office.

If you have any questions pertaining to this proposal, please e-mail to
Purchasing@co.jefferson.ny.us

INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department.

B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at Purchasing@co.jefferson.ny.us. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than fourteen (14) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP.
REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE

SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer's qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer's Fee

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the County or others.

E. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. DEADLINES

One original and two (2) copies of proposals must be received by the County by no later than **3:00 PM EST on THURSDAY, MARCH 28, 2019**. Proposals received after this deadline will not be eligible for consideration.

PROPOSALS MAY NOT BE SUBMITTED VIA EMAIL

Proposals should be delivered to:
Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601
(315) 785-3077

As per section G of the RFP, we have attempted to contact representatives from Jefferson County Public Health so that we could gather the necessary information to formulate an accurate proposal for your organization's specific requirements for an EHR system. To date, we have not been able to establish contact with anyone. MEDENT is prepared to submit a proposal upon a detailed conversation with appropriate personnel within your organization, this will allow us to prepare the proposal based on your specific needs & requirements.

H. FORM OF CONTRACT

The County intends to develop its own contract or issue a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

I. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

J. CONTRACT TERM

The initial contract term shall be three (3) years upon date of award with an option to extend the resulting contract for up to two (2) additional one-year terms under the same terms and conditions upon agreement of both parties in writing.

Notice of intent to renew will be provided to the contractor in writing by the County, normally within ninety (90) days of the expiration date of the current contract. This notice will not be deemed to commit the County to renew the contract for the renewal period, until such time as the County takes official action (generally in the form of a modified Purchase Order) to commit to such a renewal.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.
- D. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis

of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.

E. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

F. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

G. Insurance Requirements: CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General

Liability shall include personal injury liability. **The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy.** It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

Type of Coverage

MINIMUM Limits of coverage

Workers' Compensation and NYS Disability

Statutory

Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)

\$1,000,000 Combined Single Limit

Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)

\$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate Limit
 \$2,000,000 Products-Completed Operations
 \$1,000,000 Advertising/Personal Injury
 \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced

with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

H. Indemnification. Notwithstanding any differing or contradicting language in any other documents signed by the parties: Contractor shall indemnify, defend, and hold County, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of Contractor or any of its directors, officers, employees contractors, representatives or agents of County shall indemnify, defend, and hold Contractor harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent acts and/or omissions of County or any of its officers, employees, other contractors, representatives or agents.

I. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

J. Delivery. All proposals should be addressed to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No

responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the County. In the event of the closing of certain County facilities and/or operations, and/or services due to an unplanned event or any cause beyond the County's control, the opening/due date will be rescheduled by the County.

K. FOIL: All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that all contents of the proposal are confidential and Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation

shall be used by the County in making its determination as to whether disclosure is required under the law.

L. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

M. Iranian Energy Sector Divestment.

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

N. **Sexual Harassment.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

DETAILED SPECIFICATIONS

Jefferson County Public Health Service provides a comprehensive array of community health care and related services. The Preventive Unit/Local Health Department completes communicable disease investigations, surveillance, data reporting and analysis. The unit also conducts clinics for child, adult and travel immunizations as well as Sexually Transmitted Infections/Diseases. The unit is billing Patients, Medicare, Medicaid, Managed Medicaid and Commercial Insurances for Immunizations travel clinics and a portion of the sexually transmitted infection clinic visits. Clinic visits are scheduled via appointments on line, by phone and in person.

The unit is projecting 3,310 client encounters in 2019, 2,746 vaccinations and 7,111 communicable disease reports with 4,630 cases. The agency employs a Physician, Nurse Practitioner, three full time nurses and two clerical support staff.

At this time the unit is using software to schedule appointments and assist with developing claims. The agency is interested in facilitating efficiencies and avoid duplicated efforts. The agency is interested in purchasing one software package that will encompass all aspects of the services provided by the department with the following features:

- High Level of Automation
- Complete Patient medical record and documentation
- Clinical Workflow
- E-Prescribe
- Voice Recognition
- Patient Portal
- Scheduling of patients-appointment management
- Billing Management – automatic claim development for all types of pay Sources
- Practice Management
- Document Management
- Lab Integration
- Reporting and Analysis
- Supply inventory-including vaccines
- Interface with NYSIIS and other state databases

PROPOSAL CERTIFICATIONS

Firm Name: Community Computer Service, Inc.

Business Address: 15 Hulbert Street, Auburn, NY 13021

Telephone Number: 315-255-1751

Fax Number: 315-255-3539

Email: garyc@medent.com

Federal ID Number: 16-0958181

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting

competition, as to any matter relating to such prices with any other bidder or with any competitor.

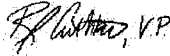
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

- B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer: Ryan Cuthbert

Authorized Signature:



Electronically signed by Ryan P. Cuthbert

Title: Vice President, Chief Design Officer, Quality Management Officer

Date: April 4, 2019

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

Items or materials requested not manufactured by us or not available to our company.

Our items or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.)

Quantities too small.

Insufficient time allowed for preparation of proposal.

Incorrect address used. Correct mailing address is:

Our branch/division handles this type of proposal.
Correct name and mailing address is:

We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative

DATE: _____

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

 V.P.

Electronically signed by Ryan P. Cuthbert

Signature

Vice President, Chief Design Officer,

Quality Management Officer

Title

Community Computer Service, Inc.

Company Name

April 4, 2019
Date

COUNTY OF JEFFERSON

REQUEST FOR PROPOSALS

RFP# 19-14

Date of Notice: April 10, 2019

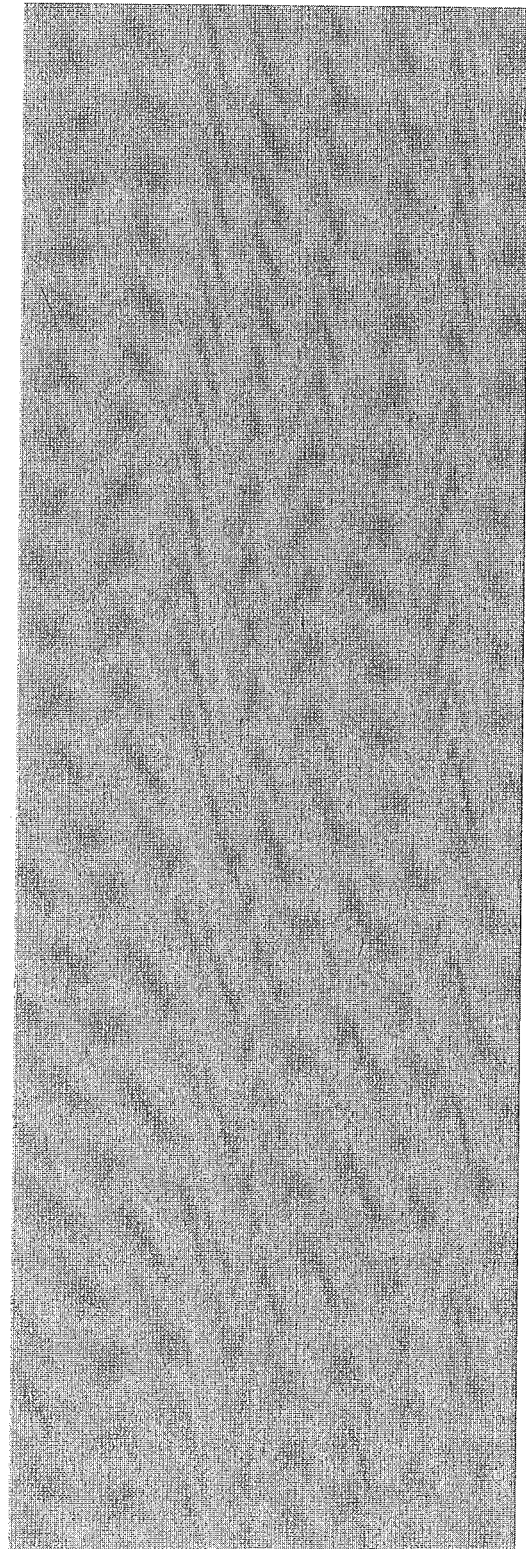
Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **3:00 PM EST on THURSDAY, MARCH 28, 2019** for the following:

Software for Jefferson County Public Health Preventive Unit

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please e-mail to Purchasing@co.jefferson.ny.us



INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department.

B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at Purchasing@co.jefferson.ny.us. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than fourteen (14) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE

SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer's qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer's Fee

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the County or others.

E. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

F. NO MISUNDERSTANDING

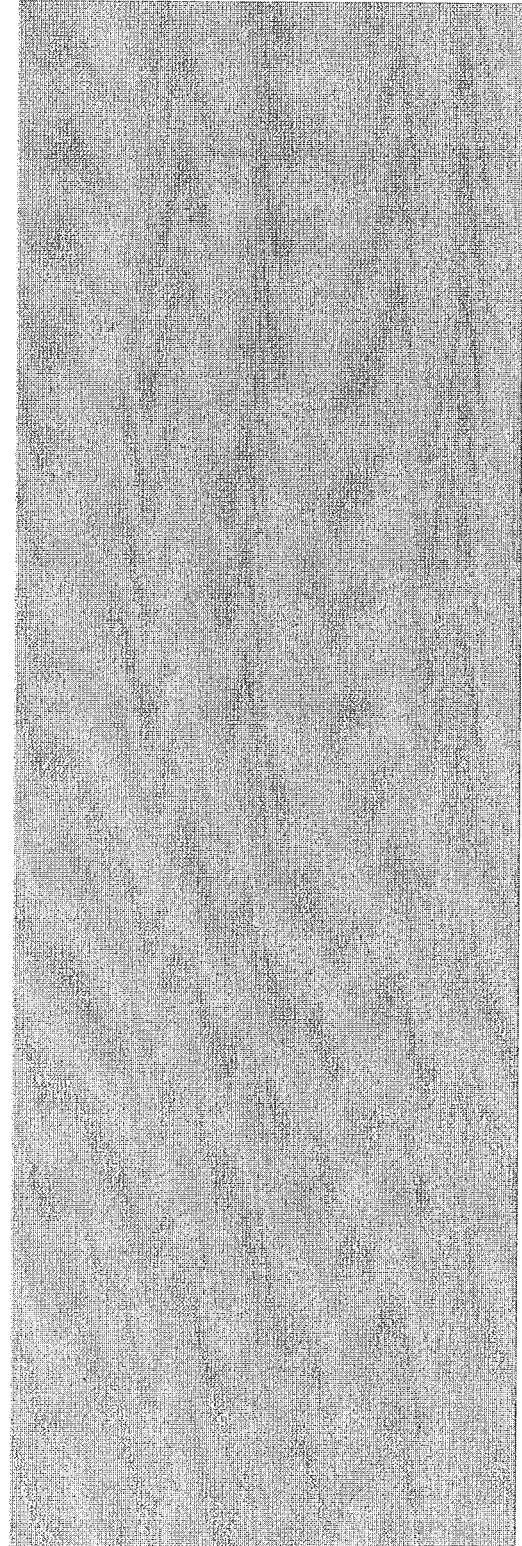
Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. DEADLINES

One original and two (2) copies of proposals must be received by the County by no later than **3:00 PM EST on THURSDAY, MARCH 28, 2019**. Proposals received after this deadline will not be eligible for consideration.

PROPOSALS MAY NOT BE SUBMITTED VIA EMAIL

Proposals should be delivered to:
Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601
(315) 785-3077



H. FORM OF CONTRACT

The County intends to develop its own contract or issue a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

I. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

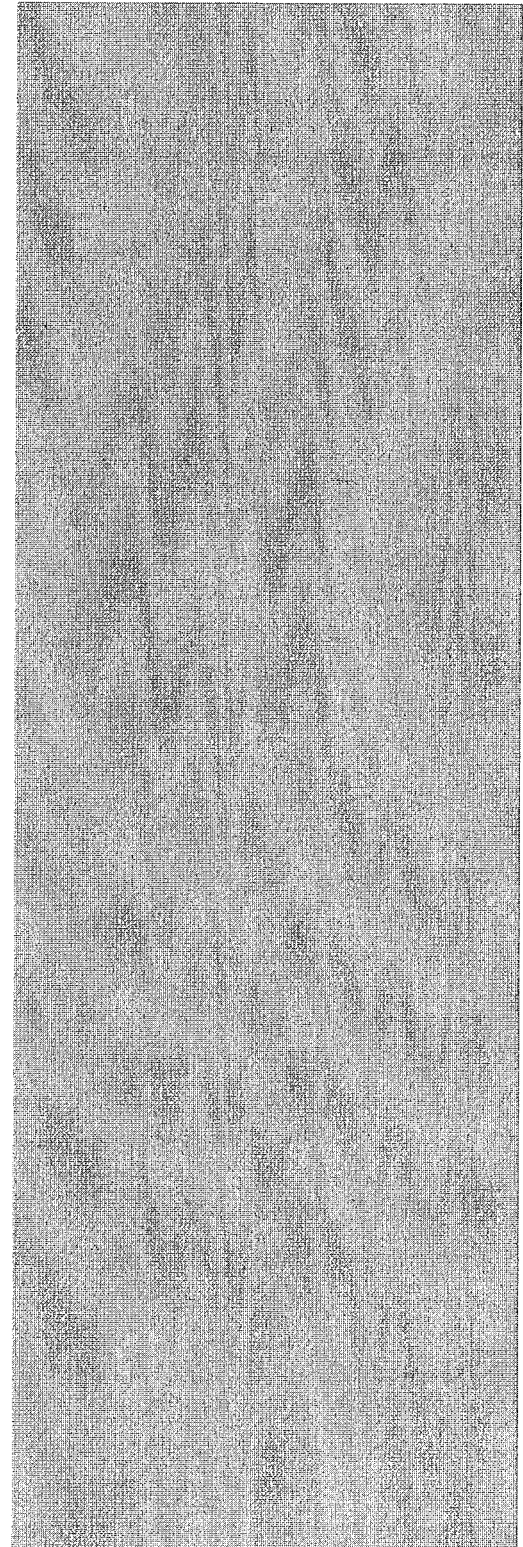
J. CONTRACT TERM

The initial contract term shall be three (3) years upon date of award with an option to extend the resulting contract for up to two (2) additional one-year terms under the same terms and conditions upon agreement of both parties in writing.

Notice of intent to renew will be provided to the contractor in writing by the County, normally within ninety (90) days of the expiration date of the current contract. This notice will not be deemed to commit the County to renew the contract for the renewal period, until such time as the County takes official action (generally in the form of a modified Purchase Order) to commit to such a renewal.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.



- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for the services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.
- D. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis

of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.

- E. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.
- F. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- G. Insurance Requirements: CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General

Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

Type of Coverage	MINIMUM Limits of coverage
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED-EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such

policy is not replaced with another "claims made" Professional Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

- H. Indemnification. Notwithstanding any differing or contradicting language in any other documents signed by the parties: Contractor shall indemnify, defend, and hold County, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of Contractor or any of its directors, officers, employees contractors, representatives or agents; and County shall indemnify, defend, and hold Contractor harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent acts and/or omissions of County or any of its officers, employees, other contractors, representatives or agents.

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

Formatted: Font: +Headings (Cambria), 12 pt, No underline

~~The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.~~

- I. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

- J. Delivery. All proposals should be addressed to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the County. In the event of the closing of certain County facilities and/or operations, and/or services due to an unplanned event or any cause beyond the County's control, the opening/due date will be rescheduled by the County.

- K. FOIL: All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify

the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records, subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

L. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services

indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

M. Iranian Energy Sector Divestment.

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

N. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification.

A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

DETAILED SPECIFICATIONS

Jefferson County Public Health Service provides a comprehensive array of community health care and related services. The Preventive Unit/Local Health Department completes communicable disease investigations, surveillance, data reporting and analysis. The unit also conducts clinics for child, adult and travel immunizations as well as Sexually Transmitted Infections/Diseases. The unit is billing Patients, Medicare, Medicaid, Managed Medicaid and Commercial Insurances for Immunizations travel clinics and a portion of the sexually transmitted infection clinic visits. Clinic visits are scheduled via appointments on line, by phone and in person.

The unit is projecting 3,310 client encounters in 2019, 2,746 vaccinations and 7,111 communicable disease reports with 4,630 cases. The agency employs a Physician, Nurse Practitioner, three full time nurses and two clerical support staff.

At this time the unit is using software to schedule appointments and assist with developing claims. The agency is interested in facilitating efficiencies and avoid duplicated efforts. The agency is interested in purchasing one software package that will encompass all aspects of the services provided by the department with the following features:

- High Level of Automation
- Complete Patient medical record and documentation
- Clinical Workflow
- E-Prescribe
- Voice Recognition
- Patient Portal
- Scheduling of patients-appointment management
- Billing Management – automatic claim development for all types of pay Sources
- Practice Management
- Document Management
- Lab Integration
- Reporting and Analysis

Supply inventory-including vaccines
Interface with NYSIIS and other state databases

PROPOSAL CERTIFICATIONS

Firm Name: Community Computer Service, Inc.

Business Address: 15 Hulbert Street, Auburn, NY 13021

Telephone Number: 315-255-1751

Fax Number: 315-255-3539

Email: garyc@medent.com

Federal ID Number: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute,

rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer: Gary S. Cuthbert

Authorized Signature: _____

Title: President

Date: _____

NON-PROPOSER'S RESPONSE

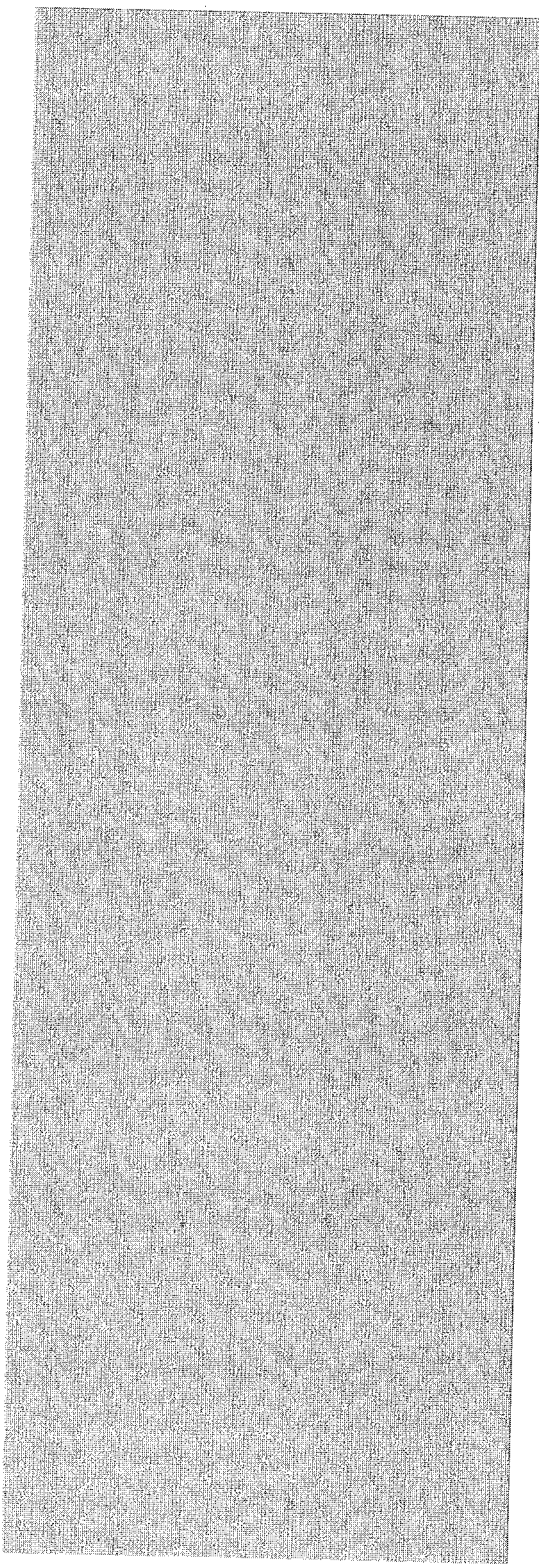
For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)
Items or materials requested not manufactured by us or not available to our company.

- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

Our branch/division handles this type of proposal.
Correct name and mailing address is:

We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.



_____ We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative

DATE: _____

RFP Number: 19-14 RFP Name: Software for Jefferson County Public Health Preventive Unit

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such

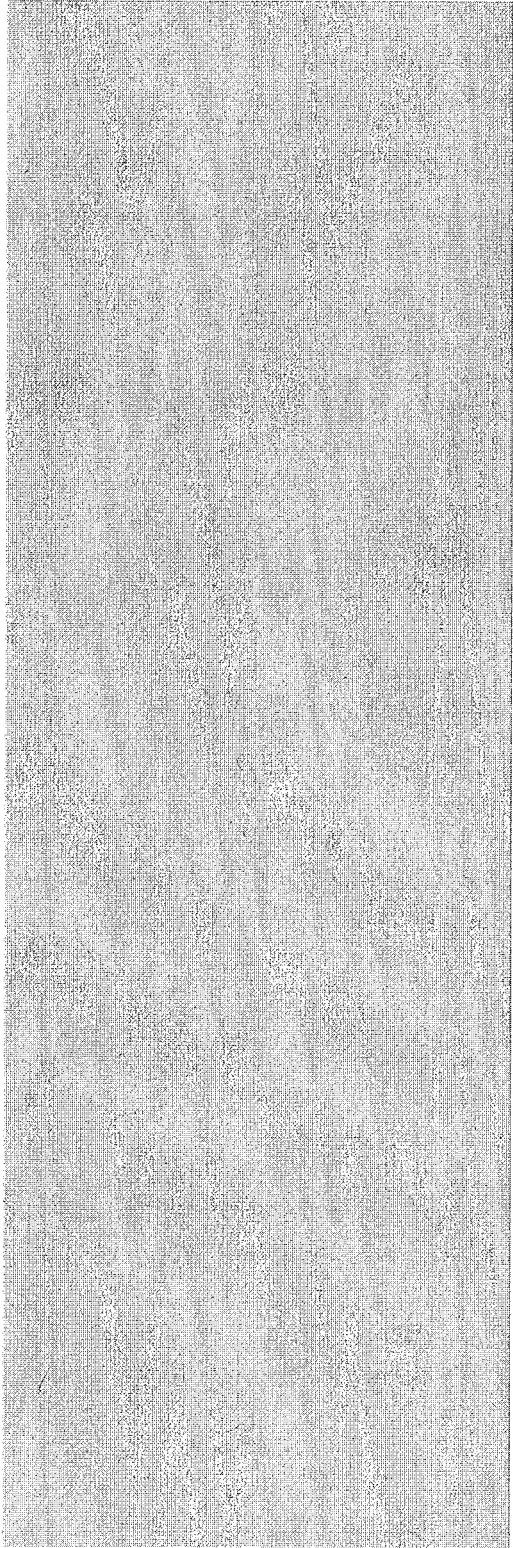
an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

President
Title

Date

Community Computer Service, Inc.
Company Name



Purchasing

From: Purchasing <purchasing@co.jefferson.ny.us>
Sent: Tuesday, April 9, 2019 3:39 PM
To: garyn@medent.com
Subject: RFP 19-14 EHR Software For Jefferson County Public Health

Mr. Normington:

As this opens on Thursday it is too late to respond to questions per Bid document or issue another addendum with an extension.

Thanks you

Mrs. Avis Gilmore
Jefferson County Purchasing Department
195 Arsenal Street
Watertown NY 13601
T: 315-785-3077
F: 315-785-7591

From: Gary Normington <garyn@medent.com>
Sent: Monday, April 8, 2019 10:16 AM
To: amccracken@co.jefferson.ny.us
Cc: jimg@medent.com
Subject: RFP 19-04 EHR Software For Jefferson County Public Health

Hi Amanda

Per our conversation this morning.

We have the RFP completed and ready to send back to you. Our concern is that it ask for 2 copies of a proposal. This RFP has no details listed in in that gives the info we need to do a proposal such as listed below.

Do you want a Server or Cloud Proposal.
How many providers and what type of provider are they.
How many PCs. Laptops, Printers and Scanners do you have to be connected to the system.
Do you have any interfaces you want connected.

Your help in this is appreciated.

Thank You
Gary Normington

Cell # 315-729-3788



This message and any attachments may contain information that is protected by law as privileged and

Purchasing

From: Amanda McCracken <amccracken@co.jefferson.ny.us>
Sent: Tuesday, April 9, 2019 2:15 PM
To: purchasing@co.jefferson.ny.us
Subject: FW: RFP 19-04 EHR Software For Jefferson County Public Health

Avis,

Here is Mark's response to the questions.

Amanda

From: Mark Sachetti <marks@co.jefferson.ny.us>
Sent: Tuesday, April 9, 2019 12:13 PM
To: 'Amanda McCracken' <amccracken@co.jefferson.ny.us>; gingerh@co.jefferson.ny.us
Subject: RE: RFP 19-04 EHR Software For Jefferson County Public Health

As this opens on Thursday it is too late to respond to questions....or issue another addendum with an extension. We will just have to see what responses are received.

Thanks..

Mark

From: Amanda McCracken <amccracken@co.jefferson.ny.us>
Sent: Monday, April 8, 2019 1:04 PM
To: marks@co.jefferson.ny.us
Subject: FW: RFP 19-04 EHR Software For Jefferson County Public Health

Mark,

Here is the email I received from Medent for the Software RFP.

Amanda

From: Gary Normington <garyn@medent.com>
Sent: Monday, April 8, 2019 10:16 AM
To: amccracken@co.jefferson.ny.us
Cc: jimg@medent.com
Subject: RFP 19-04 EHR Software For Jefferson County Public Health

Hi Amanda

Per our conversation this morning.

We have the RFP completed and ready to send back to you. Our concern is that it ask for 2 copies of a proposal. This RFP has no details listed in in that gives the info we need to do a proposal such as listed below.

Do you want a Server or Cloud Proposal.

Left Blank
