



# APPLETON HEALTH DEPARTMENT

 [www.appleton.org](http://www.appleton.org)  
 100 North Appleton Street  
Appleton, WI 54911-4799

 920-832-6429  
 920-832-5853



**Public Health**  
Prevent. Promote. Protect.



February 2, 2024

To: City of Appleton Board of Health  
City of Appleton Finance Committee

From: Charles E. Sepers, Jr., Ph.D., M.P.H., Health Officer/Director

Subject: Recommendation for Electronic Health Record System (EHR) Vendor – CHAMP Software

I am writing to recommend Champ Software as our preferred vendor for implementing an Electronic Health Record (EHR) system for the City of Appleton Health Department. This recommendation is based on a thorough evaluation of various potential vendors, considering factors such as functionality, user-friendliness, cost-effectiveness, and support services.

Champ Software offers a robust EHR system that meets our diverse requirements. Their system facilitates efficient patient record management, appointment scheduling, billing, and reporting. The software is designed with a user-friendly interface, ensuring ease of use for our public health nurses, which will minimize the learning curve and enhance overall productivity. Champ Software provides a competitively priced solution. Additionally, they have a proven track record of providing excellent customer support and training. The system fully complies with HIPAA and other relevant health information privacy regulations, ensuring the security and confidentiality of patient data. Other public health departments using Champ Software have reported high satisfaction levels, citing improvements in efficiency, data accuracy, and patient care.

Moving from the current paper charting system to an EHR is more efficient, will decrease the need for storage, and is environmentally friendly. In addition, the scheduling, reporting, and time tracking functions, currently managed through outdated software (I-Series), scheduled to be decommissioned within the next 12 months. These functions are integrated into the proposed EHR system, ensuring vital continuity of service within the public health nursing division.

Given these factors, I believe that Champ Software is the right choice for the City of Appleton Health Department. Implementing their EHR system will significantly enhance our public health nursing efficiency, accuracy, overall quality, and customer service.

This request will not have an impact on the current Health Department general funds budget, as estimated amounts for this EHR software were included in the 2024 Health Department Budget, Special Revenue Funds, which was approved by the Appleton Common Council. I request that the committees consider this recommendation and approve the selection of Champ Software as our EHR system vendor. I am available to provide further details or answer any questions regarding this recommendation.

Champ Software Quote:

One time training and implementation: \$5,500

Annual subscription: \$12,371

Respectfully submitted by,

Charles E. Sepers, Jr., Ph.D., M.P.H.  
Health Officer/Director  
Appleton Health Department

Proposal Prepared for  
City of Appleton  
Health Department

Attention:  
Sonja Jensen, Health Officer

September 15, 2023

**Prepared by:**

David Smith

Senior Account Executive

100 Warren St., Suite 305

Mankato, MN 56001

507- 399- 0423 Direct Line

507-388-4141 Office

david.smith@champsoftware.com

PO Box 2246, North Mankato, MN 56002 | 507-388-4141 (tel) | [www.champsoftware.com](http://www.champsoftware.com)



September 15,, 2023

Champ Software, Inc. supports the City of Appleton Health Department's mission. As a method of supporting services and efforts to help improve the well-being of individuals, families and communities, Champ Software is pleased to offer the following proposal for Nightingale Notes training and site licenses.

**--- SILVER Package with 9 Named Users ---**

**One-Time Training and Implementation**

\$5,500.00 - This is a 1-Time Charge

**Annual Subscription**

\$12,371

**PREPAID OPTIONS**

- **Total one year prepaid – 17,871** (Implementation/Training & 1st Year Subscription)
- **Total two years prepaid – 30,613**
- **Total three years prepaid – 43,737**

**--- GOLD Package with 9 Named Users --**

**One-Time Training and Implementation**

\$6,900.00 This is a 1-Time Charge

**Annual Subscription**

\$14,973

**PREPAID OPTIONS**

- **Total one year prepaid – 21,873** (Implementation/Training & 1st Year Subscription)
- **Total two years prepaid - 37,145**
- **Total three years prepaid – 52,723**



If Nightingale Notes saved 2-4 minutes per day per user, that would pay the entire cost of the annual subscription. How can you know for sure.

1. Select the column below that best represents the average hourly cost salary + benefits of your staff.
2. Follow that column down and see how many saved minutes/user/day would pay for the software program.
3. Any additional saved minutes is gained revenue by reducing labor costs.

Average Labor Cost per hour (Salary plus all benefits) per employee.	@ \$60/hr.	@ \$50/hr.	@ \$45/hr.	@ \$40/hr.
<b>BRONZE EDITION</b>				
Number of Licensed Users	9			
Subscription - Monthly cost/user	\$84.67			
Subscription - Daily cost/user	\$3.85			
Number of minutes saved/workday to justify the cost	4 Min.	5 Min.	5 Min.	6 Min.
<b>SILVER EDITION</b>				
Number of Licensed Users	9			
Subscription - Monthly cost/user	\$114.55			
Subscription - Daily cost/user	\$5.21			
Number of minutes saved/workday to justify the cost	5 Min.	6 Min.	7 Min.	8 Min.
<b>GOLD EDITION</b>				
Number of Licensed Users	9			
Subscription - Monthly cost/user	\$138.64			
Subscription - Daily cost/user	\$6.30			
Number of minutes saved/workday to justify the cost	6 Min.	8 Min.	8 Min.	9 Min.

Packages	Gold	Silver	Bronze
Time Tracking	✓	✓	✓
Narrative Charting	✓	✓	✓
Billing/Posting	✓	✓	✓
Scheduling	✓	✓	✓
Reporting	✓	✓	✓
Immunizations	✓	✓	✓
Integrated Claim Submissions	✓	✓	✓
Eligibility Verification	✓	✓	✓
Contact Tracing	✓	✓	✓
Client Fillable Forms	✓	✓	✓
Easy-Add Workflow	✓	✓	✓
Omaha System Charting	✓	✓	
Charting Pathways/Templates	✓	✓	
Clinical Outcomes	✓	✓	
Clinical Data Aggregation	✓	✓	
Secure Messaging	✓	✓	
Acuity Scheduling Integration	✓	✓	
Text & Messaging Reminders	✓		
Custom Report Building (8 hrs)	✓		
Task Force Membership	✓		
Enhanced Reporting	✓		
Dashboards	✓		
Client Fillable e-Forms	✓		

It only takes a 1-2 additional saved minutes per day to cover the cost for GOLD over SILVER or even BRONZE

This is how many minutes you have to save using the fetures listed in the package chart to cover the costs of the software.	<b>BRONZE</b>	5	min./day
	<b>SILVER</b>	6	min./day
	<b>GOLD</b>	8	min./day





## 1. Sales Agreement

*Presented to*

**City of Appleton Health Department - WI**

11/22/2023

*Presented by*

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204

Cary, NC 27513

Contact

Robert Delk

O: (919) 439-2220

[robert@patagoniahealth.com](mailto:robert@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 \_\_\_\_\_, 20\_\_\_\_ ("Service Effective Date"), and is made by and between Patagonia Health, Inc., located at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, **City of Appleton Health Department - WI** ("Client" or "Subscriber") located at 100 North Appleton Avenue, Appleton, Wisconsin 54911-4799.

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

#### 1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (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.

#### **6. Confidentiality**

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

#### **7. Term and Termination**

This Agreement shall be in effect for an initial five year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent five-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon

termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

**8. Limitation of Liability**

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

8.1 **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**

Umbrella Coverage \$5,000,000

**Workmen's Compensation and Employer's Liability**

Workers' Compensation AS REQUIRED BY STATUTE

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

**Commercial General Liability**

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

**Comprehensive Automobile Liability**

Combined Limit \$1,000,000

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

\$5,000,000 each wrongful act and aggregate

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

**9. General Provisions**

9.1 **Assignment**

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

9.2 **Force Majeure**



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

### 9.3 Arbitration and Governing Law

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

### 9.4 Notice

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

### 9.5 No Agency

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

### 9.6 Waiver

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

### 9.7 Severability

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

### 9.8 Survival

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

### 9.9 Taxes

The fees listed in this Agreement (including the Order Form) shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes; there shall be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, exclusive of taxes based on Vendor net income. If the Vendor is found to be responsible for the withholding and payment of taxes on behalf of the Subscriber, Subscriber agrees to indemnify Vendor with respect to the full amount of taxes due, together with applicable interest and penalties. If Subscriber is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to completely offset such tax so that the amount remitted to the Vendor, net of all taxes, equals the amount invoiced or otherwise due. The subscriber is responsible to notify the vendor and provide to the vendor with exemption certificate if any of these taxes are not applicable.

### 9.10 Entire Agreement

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

## ORDER FORM

**Term:** ORDER FORM

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

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

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
<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 (Surescripts 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> <p>Two Factor Authentication (TFA)</p>	10	Included	Included
Interface: Immunization Registry.		Included	Included
Immunization Inventory App		Included	Included

Item / Description	Quantity	One-Time Upfront Charge	Monthly Subscription Fee
Immunization Barcode scanning software.		Included	Included
Electronic Patient Consent forms with editor tool included.	5	Included	Included
Communicator App		Included	Included
Patient ID Scanning Feature - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer).	2	Included	Included
Time & Effort Tracking App.		Included	Included
# of Onsite Training Days (Other) (Note: Days quoted are per person days).	4	Included	NA
Training (Videos): Unlimited, on-demand, access by each user to built in of training videos.		Included	NA

Total Payments	
1. Monthly On-going subscription fee Payments: First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date. This includes a time limited discount for signing an agreement by an assigned date.	\$ 959.40
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$13,035.00) + Training (\$11,000.00) + first monthly subscription fees (1 * \$959.40/month) = \$24,994.40.	\$24,994.40



**5-Year Price:**

<b>Payments</b>						
	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$ 33,629.00	\$ 11,973.31	\$ 12,452.24	\$ 12,950.33	\$ 13,468.35	\$ 84,473.24

**PAYMENT SCHEDULE OPTIONS:**

<b>OPTION A</b> ( <i>Payment Terms</i> ):	Initial to Accept Option A:
	_____
(a) Upfront Payment (implementation, training and first month's payment):	\$24,994.40
	<i>(Due within 30 days of contract date)</i>
(b) Ongoing Monthly. First 2 months free. Each monthly Payment:	<u>\$959.40</u>
(c) Total First Year Payments ( \$24,994.40 + 9 * \$959.40 ):	<u><b>\$33,629.00</b></u>

**OR**

<b>OPTION B</b> ( <i>All Annual Payments, each year, paid in advance</i> ):	Initial to Accept Option B:
	_____
(a) Total Year 1 Contract Amount:	\$33,629.00
(b) Discount on only first year total payment (2%)	- <u>\$672.58</u>
(c) Total Payment after discount for Year 1:	<u><b>\$32,956.42</b></u>
	<i>(Due within 30 days of invoice/contract date)</i>

**OPTIONAL FEATURES**

**ACH PREAUTHORIZED PAYMENTS (DEBITS)**

Starting from date \_\_\_\_/\_\_\_\_/201\_\_, I hereby authorize Patagonia Health Inc. to initiate debit entries or such adjusting entries, either debit or credit which are necessary for corrections, to my Checking \_\_\_\_\_ Or Savings \_\_\_\_\_ account indicated below and the financial institution named below to credit (or debit) the same to such account.

\_\_\_\_\_  
FINANCIAL INSTITUTION NAME\_\_\_\_\_  
CITY, STATE\_\_\_\_\_  
TRANSIT/ROUTING NUMBER\_\_\_\_\_  
ACCOUNT NUMBER

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

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

\_\_\_\_\_  
NAME\_\_\_\_\_  
PRACTICE NAME\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE

**SIGNATURE PAGE**

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

SIGNATURES:

**Vendor (Patagonia Health, Inc.)**

Signature:

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

**Client**

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

**FORM INSTRUCTIONS**

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

**Please call your representative with any question.**



## **City of Appleton Health Department**

**Electronic Health Record Proposal**

**Remote Access**

**Software Expressions, Inc.**

**September 18, 2023**

## **Executive Summary**

This proposal describes the implementation of the electronic health record for the City of Appleton Health Department using the remote access option. Access is through a secure VPN.

This solution will improve and simplify the current documenting and tracking of public health services provided to the community. It will also improve the billing processes and utilize electronic claim batches for submission and electronic remittance advice.

The software is designed with flexible charting options for case management including maternal and child health, infant records, PNCC, TB tests, vision and hearing testing performed at schools, car seat safety, senior fall prevention, and dental fluoride. The charting templates are user-defined and can easily be created by your staff whenever additional services are offered by the health department.

Provision Software solutions will help organize and assign intakes as public complaints or referrals from sources as Police and Fire Departments. Includes tickler reminders to ensure crucial tasks are performed timely.

The software includes a robust scheduling module with custom nurse templates accessible by multiple staff at once. Clinics are user-defined and can be used for vaccines, health checks, educational classes and each can have varied timeslots per hour.

Scan and attach documents to the client's electronic chart with user-defined image categories. This includes PDF forms, lab results, consent for treatments, HIPAA policy, and other paper documents for easy retrieval by all staff through the Proview Module.

**Investment Summary:**

1	<p><b>Client Electronic Health Record</b></p> <p>Demographic, insurance, medications, allergies, contacts, hospitalization, health history and nurse notes per client. Includes letter module with key data inserts, short service record, MS Word Encounter Forms, and letter creation (as Administration Records, Consent Forms, TB Tests, Lead test results). Electronic Encounter forms for services performed and tracking with free text block for narratives. Includes CPT and ICD10 code selections when applicable. Data base charting with user-defined questions and valid responses and data analysis by program and date ranges. Includes historical look-up for comparisons and reporting of results by date of service with spreadsheet export and high-risk assessments. Staff can attach reports and scanned images to client’s chart. Educational materials for clients are stored and accessed for easy handouts. Includes secure internal email with group alerts.</p>	\$15,995.00
2	<p><b>Intake/ Referral Tracking Module</b></p> <p>Tracking of calls, referrals and tasks by client and nurse. Includes attachment of documentation, tickler reminders, export to spreadsheets and re-assignment of cases to different nurse. Provides an overall view of all outstanding and closed cases. Ideal for PNCC, AODA, or newborn tracking. All incidents are archived when completed and can be viewed or re-opened at any time. Includes PDF printout of incident.</p>	Included
3	<p><b>9 user EHR (Electronic Health Record) licenses</b></p>	\$11,340.00
4	<p><b>One time setup and configuration of virtual operating system on cloud server, VPN, creation of users and credentials.</b></p>	\$ 2,200.00
5	<p><b>One time installation and configuration of the client application per PC or other Microsoft OS device.</b> Instructions will be provided to your I.T. and they can complete the remaining installations</p>	\$135.00/first PC
6	<p><b>Training – remote and on site.</b> Includes training with <b>super users</b> to focus on software setup, scheduling templates, and user security definitions. Includes training with <b>smaller groups</b> on electronic charting, client creation, generation of reports. Includes <b>On Line Documentation</b> with capabilities to create and store customized documentation. Training hours do not expire. Budget 45 hours.</p>	\$ 6,075.00
7	<p><b>Scheduling Module</b> for multiple nurse calendars and locations, waiting room feature to track clients ready to be seen, batched encounter forms for services provided as vaccine admin/consents, reporting of visit and client counts with spreadsheet export. Create as many separate schedules as desired for flu, dental, COVID-19, Health checks, TB testing, stepping on programs for elderly, and other educational services. Track and <b>control frequent client no shows and cancellations.</b> <b>Staff access is secure and based on each user’s privileges to view or schedule at specific clinics.</b></p>	\$ 1,750.00
	<p><b>Total Investment:</b></p>	<b>\$37,495.00</b>



**Annual Software Investment Summary estimates based on modules selected:**

8	Year 1: Annual Software Upgrades and Enhancements to ensure the latest revisions to the software.	\$ 2,500.00
9	Year 1: Annual Software support working with the key super-users.	\$ 7,600.00
10	Year 1: Annual Cloud subscription for 9 Provision Users	\$ 7,500.00
11	Year 1: Additional Training 20 hours	\$ 2,700.00
	<b>Year 1: Annual Investment</b>	<b>\$20,300.00</b>
12	Year 2: Annual Software Upgrades and Enhancements to ensure the latest revisions to the software	\$ 2,712.50
13	Year 2: Annual Software support working with the key super-users.	\$ 8,237.50
14	Year 2: Annual Cloud subscription for 9 Provision Users	\$ 8,137.50
15	Year 2: Additional Training 15 hours	\$ 2,197.13
	<b>Year 2: Annual Investment</b>	<b>\$21,284.63</b>
16	Year 3: Annual Software Upgrades and Enhancements to ensure the latest revisions to the software	\$ 2,834.56
17	Year 3: Annual Software Support working with the key super-users	\$ 8,608.19
18	Year 3: Annual Cloud subscription for 9 Provision Users	\$ 8,503.69
19	Year 3: Additional Training 10 hours	\$ 1,525.91
	<b>Year 3: Annual Investment</b>	<b>\$21,472.35</b>
20	Year 4: Annual Software Upgrades and Enhancements to ensure the latest revisions to the software	\$ 2,962.12
21	Year 4: Annual Software Support working with key super-users	\$ 8,995.56

22	Year 4: Annual Cloud Subscription for 9 Provision Users	\$ 8,886.36
23	Year 4: Additional Training 10 hours	\$ 1,595.58
	<b>Year 4 Annual Investment:</b>	<b>\$22,439.62</b>
	<b>Total Annual Investment Years 1-4</b>	<b>\$85,496.60</b>

**NO RISK GUARANTEE**

Software Expressions understands the difficulties involved in selecting and implementing new information technologies and software systems.

As a result, if any software module does not meet the needs as specified by City of Appleton Health Department after 90 days and Software Expressions has had 30 days to resolve the issues, then Software Expressions will refund 100% of the money received for that software module.

Software Expressions is committed to implementing software solutions that benefit and meet the needs of City of Appleton Health Department.

## Contract & Agreement

Agreement, dated as of \_\_\_\_\_, between:

Software Expressions, Inc.  
8808 W Burleigh Street  
Milwaukee, WI 53222

and:

City of Appleton Health Department  
100 N. Appleton Street  
Appleton, WI 54911

Software Expressions, Inc. will provide City of Appleton Health Department with the software and related services listed above at the prices set forth, exclusive of applicable taxes, which City of Appleton Health Department agrees to pay. Any modifications to the hardware, services, consulting, training, or additional support will be invoiced on a time and material basis.

Products and services will be invoiced as delivered and/or provided. Payments are due within ten (10) days of such invoice.

Payment One: Seventy-Five Percent (75%) Due Upon Proposal Acceptance net 10 days

Payment Two: Twenty-Five Percent (25%) Due Upon installation per module.

Accepted By: *Software Expressions, Inc.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted By: *City of Appleton Health Department*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

This offer is valid for thirty (30) days from date of proposal