



Tehama County

Minutes Certification

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
<http://www.co.tehama.ca.us>

File Number: 24-208

Enactment Number: MISC. AGR 2024-056

HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

- a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Patagonia Health Inc. for the provision of electronic health record software licenses, maintenance, implementation (including on-site support), and training. The maximum compensation is not to exceed \$209,373.89, effective 3/5/24 and shall terminate 3/4/29.

Health Services Agency Executive Director Jayme Bottke explained the need for the agreement.

RESULT: APPROVE

MOVER: William Moule

SECONDER: Pati Nolen

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, and Vice Chair Hansen

Enactment No: MISC. AGR 2024-056

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 3/5/2024.

Attest: *Jennifer Vise*

March 19, 2024

Date Certified

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PATAGONIA HEALTH, INC.

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Patagonia Health, Inc. ("Contractor") for the purpose of developing an Electronic Health Record (EHR), Vaccine Management System (VMS), Case management, billing, and other systems for Public Health division.

1. RESPONSIBILITIES OF CONTRACTOR

- a. During the term of this agreement, Contractor shall provide services for County's personnel who are authorized by County, in writing to the Contractor (Named Users), in the use of the software, as it relates to the services as set forth in the Order Form, attached hereto as Exhibit B.
- b. Contractor grants County non-exclusive and non-transferable rights to access and use its subscription service (Service).
- c. Contractor grants to the County non-exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this agreement to allows its users to use the software only in connection with the Service.
- d. Except as represented in this Agreement, all work products are provided "as is", and the County 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 County, at \$180/hr., plus a maintenance fee if applicable, or at the then prevailing rates. Contractor reserves the rights and final say on technical, architectural, functional, and process related decisions as it relates to the solution. Contractor 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. Contractor reserves the rights and full control over Contractor's internal policies, procedures, and processes, including relationships with business partners and subcontractors.

- e. Contractor shall provide initial training for County's Named Users in the use of the software. Additional training requested by County shall be at the then-current hourly rate charged by Contractor. County shall allow only Named Users who have received proper training to utilize the software and Contractor Network and shall allow access only through passwords which comply with password requirements provided by Contractor.
- f. Help desk support shall be provided during Contractor's standard help desk hours, with Contractor'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.
- g. Contractor shall, in its sole discretion, provide periodic releases of the software which include enhancements and corrections, as applicable.
- h. Contractor shall be responsible for maintaining only the current and next most current release of the software.
- i. Contractor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third-party hardware, software, or connections, including the internet connection, by County's failure to maintain the most up-to-date anti-virus software.

2. **RESPONSIBILITIES OF THE COUNTY**

- a. County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.
- b. County 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.
- c. County 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 County of its patients to be transmitted via the Internet to the Contractor Network. The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Contractor.

- d. County shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.
- e. Users shall use the software to transmit and update records in the Contractor Repository via the internet connection through the Network.
- f. Users shall use the software to review records in the Contractor Repository via the internet connection through the Network.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$209,373.89. The Maximum Compensation payable for March 5, 2024, through March 4, 2025, shall not exceed \$80,009.16; Maximum Compensation payable for March 5, 2025, through March 4, 2026, shall not exceed \$30,463.68; Maximum Compensation payable for March 5, 2026, through March 4, 2027, shall not exceed \$31,684.23; Maximum Compensation payable for March 5, 2027, through March 4, 2028, shall not exceed \$32,949.32; and Maximum Compensation payable for March 5, 2028, through March 4, 2029, shall not exceed \$34,267.50. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on March 5, 2024, and shall terminate on March 4, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

For Cause: Upon County's knowledge of a material breach by Contractor, County may terminate this Agreement pursuant to the terms in Section 27, 4B of the HIPAA agreement within. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior

written consent of the County, except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

For third-party claims, Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

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 Tehama County, California 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 California without regard to its conflicts of law principles.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	Patagonia Health, Inc. 15100 Weston Parkway, Suite 204 Cary, NC 27513 (919) 622-6740
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Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to CONTRACTOR pursuant to this contract in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.

CONTRACTOR is directly subject to the HIPAA Security Rule, including its civil and criminal penalties, and shall implement its standards.

COUNTY and CONTRACTOR agree to assume the obligations and activities listed below to ensure the privacy and security standards of Protected Health Information (PHI) that may come into their respective possession during the course of this agreement.

1. Permitted Uses and Disclosures by CONTRACTOR

- A. Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule or the HITECH Act if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.
- B. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
- C. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are required by law, or CONTRACTOR obtains reasonable written 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 for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality or security of the information has been breached.
- D. CONTRACTOR shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the client has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates.

- E. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B).

2. Specific Obligations and Activities of CONTRACTOR

- A. CONTRACTOR agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- B. CONTRACTOR agrees to establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.
- C. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR will provide COUNTY with information concerning such safeguards as COUNTY may reasonably request from time to time.
- D. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees in writing to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR further agrees that if CONTRACTOR provides Electronic Protected Health Information to a third party, such as a subcontractor, CONTRACTOR shall ensure that the third party has reasonable and appropriate safeguards to protect it and that CONTRACTOR shall implement and maintain sanctions against agents and subcontractors that violate such safeguards and shall mitigate the effects of any such violation.

- E. CONTRACTOR agrees to report to COUNTY any security incident or any use or disclosure of Protected Health Information (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. CONTRACTOR shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by CONTRACTOR on the first day on which such use or disclosure or security incident is known to the CONTRACTOR, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the CONTRACTOR, or who should reasonably have known such unauthorized activities occurred.
- F. CONTRACTOR agrees, in the event of any security incident or any unauthorized use or disclosure of Protected Health Information, to take prompt corrective action to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
- G. CONTRACTOR agrees to train and use reasonable measures to ensure compliance with requirements of this section by employees who assist in the performance of functions or activities on behalf of COUNTY under this agreement and use or disclose PHI (in any form); and discipline such employees who intentionally violate any provisions of this section, including termination of employment.
- H. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
- I. CONTRACTOR agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the COUNTY, or at the request of the COUNTY to the Secretary of Health and Human Services, in a time and manner designated by the COUNTY or the Secretary of Health and Human Services, for purposes of the Secretary of Health and Human Services determining COUNTY'S compliance with the Privacy Rule and Security Rule.

- J. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act. CONTRACTOR agrees to implement a process that allows for an accounting to be collected and maintained by the CONTRACTOR and its agents or subcontractors for at least six (6) years prior to the request. However, an accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request and only to the extent CONTRACTOR maintains an electronic health records and is subject to this requirement.
- K. CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner designated by COUNTY, information collected or obtained during performance under this agreement, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.

3. Specific Obligations of COUNTY

- A. COUNTY shall make available to CONTRACTOR the notice of privacy practices that COUNTY produces in accordance with 45 CFR 164.520. COUNTY shall provide to CONTRACTOR any changes to such notice.
- B. COUNTY shall provide CONTRACTOR with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect CONTRACTOR'S permitted or required uses and disclosures.
- C. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522.
- D. COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by COUNTY.

4. Term and Termination

- A. The obligations created under this section shall terminate when all of the Protected Health Information provided by COUNTY to CONTRACTOR or created or received by CONTRACTOR on behalf of COUNTY, is destroyed or returned to COUNTY, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Upon COUNTY'S knowledge of a material breach of this Agreement, the HIPAA Privacy, or the HIPAA Security Rule by CONTRACTOR, COUNTY shall provide an opportunity for CONTRACTOR to cure the breach or end the violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY. COUNTY may terminate this agreement immediately if CONTRACTOR has breached a material term of this Agreement and cure is not possible. If termination is not feasible, COUNTY may report the problem to the Secretary of Health and Human Services as required by HIPAA.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, CONTRACTOR shall return or destroy all Protected Health Information (in any form) received from COUNTY or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR, its agents, or subcontractors, shall retain no copies of the Protected Health Information.
 - 2. In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of Protected Health Information is infeasible, CONTRACTOR

shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information. This protection shall remain in effect until the PHI is returned or destroyed.

5. Miscellaneous

- A. The respective rights and obligations of CONTRACTOR of this Health Insurance Portability and Accountability Act (HIPAA) section shall survive the termination of this Agreement.
- B. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Rule and Security Rule. Definition of terms shall be as used in HIPAA and its implementing regulations.

28. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 2-21-24



Jayme S. Bottke, Executive Director

PATAGONIA HEALTH, INC.

Date: 2/16/2024

DocuSigned by:


41CEECAD8E274C8...
Ashok Mathur, CEO

Contractor Number

Vendor Number

Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B
<http://www.patagoniahealth.com>
SALES AGREEMENT**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>	20	Included	Included
System Setup and Configuration: Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need.		Included	NA
Data Migration: Import of customer provided Patient Demographic data.		Included	NA
Interface: California Immunization Registry (CAIR).		Included	Included
Interface: Labcorp or Quest: Results & Orders.		Included	Included
Immunization Inventory App.		Included	Included

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15100 Weston Parkway, Suite 204, Cary, NC 27513 | (919) 238-4780 | Email info@patagoniahealth.com

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<http://www.patagoniahealth.com>

SALES AGREEMENT

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 - Appointment Reminders through bulk messaging (email, text, voicemail)		Included	Included
Patient ID Scanning Feature - Directly scan patient ID or insurance information into patient demographics (Scanner purchased by the customer).	2	Included	Included
Electronic Fax.	2	Included	Included
Telehealth App. Quantity shows the number of video bundles. Each bundle represents 176 video hours, enough for 88 one-hour one on one sessions. If actual usage exceeds the number of video hours shown, additional charges will apply.		Included	Included
Contactless Patient Experience App (CPX) - MyHealth Portal Includes Staff Training, Implementation, and Set-Up Allows for patient self scheduling, remote registration, online check-in, and forms review		Included	Included
Mass Vaccination App-an integrated solution for simplifying vaccinations en masse		Included	Included
# of Onsite Training Days - Mountain and Pacific regions (Note: Days quoted are per person days).	4	Included	NA
Training (Videos): Unlimited, on-demand, access by each user to built-in training videos.		Included	NA
Single Sign-on		Included	Included

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.	\$2,386.00
2. Initial Start Up Payment payable upon contract signing: Includes initial Set up (\$44,132.00) + Training (\$12,000.00) + first monthly subscription fees (1 * \$2,386.00/month) = \$58,518.00.	\$58,518.00



<http://www.patagoniahealth.com>

SALES AGREEMENT

5-Year Price when Paid in Full:

Payments						
	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
Payments to Patagonia Health	\$78,392.16	\$29,777.28	\$30,968.37	\$32,207.11	\$33,495.39	\$204,840.31



<http://www.patagoniahealth.com>

SALES AGREEMENT

PAYMENT SCHEDULE OPTIONS:

OPTION A (<i>Payment Terms</i>):	Initial to Accept Option A: _____
(a) Upfront Payment (implementation, training and first month's payment):	\$58,518.00 <i>(Due within 30 days of contract date)</i>
(b) Ongoing Monthly. First 2 months free. Each monthly Payment:	<u>\$2,386.00</u>
(c) Total First Year Payments (\$58,518.00 + 9 * \$2,386.00):	<u>\$79,992.00</u>

OPTION B (<i>All Annual Payments, each year, paid in advance</i>):	Initial to Accept Option B: _____
(a) Total Year 1 Contract Amount:	\$79,992.00
(b) Discount on only first year total payment (2%)	- <u>\$1,599.84</u>
(c) Total Payment after discount for Year 1:	<u>\$78,392.16</u> <i>(Due within 30 days of invoice/contract date)</i>



<http://www.patagoniahealth.com>

SALES AGREEMENT

SIGNATURE PAGE

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

SIGNATURES:

DocuSigned by:
Vendor (Patagonia Health, Inc.)
Ashok Mathur
Signature: 41CEECAB8E274C8...

Name: Ashok Mathur

Title: CEO

Email: ashok@patagoniahealth.com

Phone: (919) 622-6740

Client (Tehama County Health Services Agency)

Signature: *Jayme S. Bottke*

Date: *2-21-24*

Name: **Jayme S. Bottke**

Title: **Executive Director**

Phone: **530-527-8491**

Fax: **530-527-0240**

Email: Contractsprocessing@tchsa.net

Cell:

Email for Invoices: ap@tchsa.net

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.



<http://www.patagoniahealth.com>

Appendix A to Sales Agreement

Customer: **Tehama County Health Services Agency**
PO Box 400, Red Bluff, California 96080

Purpose of this Appendix:

1. Adding Pharmacy App to original contract.

Additional Application:

Qty	Description	Initial Fees	Monthly Subscription	Initial to Accept
1	Pharmacy Application - for medication dispensing, label printing, tracking, audit, and inventory control.	\$1,100.00	\$55.00	

Terms:

All other areas of the current Sales Agreement remain unchanged, including Payment Schedule, Terms, and Conditions.

(a) Total Year 1 Appendix Amount (Initial fees + 10 months subscription)	\$1,650.00
(b) Discount on first year total payment (2%)	-\$33.00
(c) Total 1st year Payment after discount & 2 free months : (Due within 30 days of invoice/contract date)	<u>\$1,617.00</u>

5 Year Total when Paid in Full:

Payments						
	1 st Year (2% discount included)	2 nd Year	3 rd Year	4 th Year	5 th Year	Total 5 Years
Payments to Patagonia Health	\$1,617.00	\$686.40	\$715.86	\$742.21	\$772.11	\$4,533.58

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Patagonia Health Inc

Contract Description: For the purpose of creating electronic health records and other systems for Public Health

APPROVED AS TO FORM:

Date: 2/9/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel