

July 28, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with EnSoftek, Inc. for
the design and implementation of a new Electronic Health Record System.
Maximum contract value is \$643,474.00. Funds provided through local funding.
No County General Funds involved.

Purpose/Outcomes	Provides a new Electronic Health Record (EHR) System for the Behavioral Health Division.
Dollar Amount and Fiscal Impact	Contract maximum value is \$643,474.00
Funding Source	No County General Funds are involved. Funding provided through local funds (fund balance).
Duration	Effective upon signature through June 30, 2027.
Previous Board Action	Issues July 26, 2022
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved July 7, 2022 Kathleen Rastetter
Procurement Review	Was this item reviewed by Procurement? Yes
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	Contract #6557 / H3S Contract #10678

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) requests the approval of a Contract with EnSoftek, Inc. for the design and implementation of a new electronic health record (EHR) system.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on January 10, 2022, through RFP 2021-52. Proposals were publicly opened on February 14, 2022. The County received ten (10) Proposals in response to the RFP. After review of the Proposals, contracting with EnSoftek, Inc. was determined to be in the best interest of the County based upon the scoring criteria outlined in RFP 2021-52.

RECOMMENDATION:

Staff recommends approval of this Contract.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing & Human Services Department



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #6557 / H3S #10678**

This Personal Services Contract (this “Contract”) is entered into between **EnSoftek, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Health and Human Services (“H3S”), Behavioral Health Division.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2027**, with the option to renew thereafter subject to the mutual agreement of the parties.

- 2. Scope of Work.** Contractor shall provide the following personal services: **Design and Implementation of Behavioral Health Electronic Health Record System** (the “System”), further described in Clackamas County Request for Proposal 2021-52 attached and incorporated by reference herein as **Exhibit A** and in the Contractor’s Response, attached and incorporated by reference herein as **Exhibit B**. The System must be designed, implemented, and satisfy all standards set forth in Exhibits A and B. Contractor’s design, implementation, service, and all other tasks authorized under this Contract is hereinafter collectively referred to as the “Work.” County’s use of the System will be in accordance with the Cloud User Agreement attached hereto as **Exhibit E** and incorporated by this reference herein.

- 3. Implementation Schedule and Deliverables.** Contract shall deliver the Work in accordance with the following schedule.

	Initial Timeline	Deliverable Due
Planning & Requirements Analysis	Project Kick Off	7/18/22
	Business Requirement Analysis	8/8/22
	Gap Analysis	8/29/22
Implementation	DrCloud EHR Base Configuration	9/24/22
	Testing	10/20/22
	Data Conversion	11/15/22
	User Acceptance	12/13/22
Deployment	15 Day Pilot	12/28/22
	Training	1/25/23
	Go Live	2/1/23
	Post Go Live Support	Ongoing

Each deliverable described in the schedule above will be in accordance with Exhibit C.

- 4. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Six Hundred Forty-Three Thousand Four Hundred Seventy-Four Dollars (\$643,474), for accomplishing the Work required by this Contract.

Consideration rates are based on the category of Work performed, as described below:

- a. Annual subscription fees: County will pay Contractor annual subscription fees, on a fixed fee basis, in accordance with the rates and costs specified in Contractor’s Response, attached and incorporated by reference herein as **Exhibit B**. Pursuant to Exhibit B, beginning July 1, 2023, the annual subscription fee may increase by the percentage change in the Bureau of Labor Statistics Consumer Price Index based on the rate of

change from the same month of the preceding year, provided that in no event may the increase be greater than 5%. Any increase in excess of the not-to-exceed amount set forth in this Section 4 is contingent upon appropriation of sufficient funds, as determined by the County in its sole discretion.

- b. Implementation fees: County will pay Contractor a one-time implementation fee in the amount of \$69,999 for successful completion of the design and implementation Work described in Exhibit B. County's payment of the implementation fees are contingent upon Contractor successfully completing the design and implementation Work, as determined by County in its sole discretion.
- c. Training Fees: County will pay Contractor a one-time fee of \$22,500 for 3 business weeks of end user training of up to 85 County users.
- d. Other fees. County may, in its sole discretion, purchase the additional modules, additional users, or professional services described in the Add-on Modules and Additional User Pricing and Professional Services portions of Exhibit B. The purchase of these additional services will be at the rates set forth in Exhibit B. In the event County purchases such additional services, the parties will execute a written amendment to this Contract, on terms acceptable to both parties.

If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

5. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit annual invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: BHAP@clackamas.us

6. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
7. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F.

8. Contractor and County Contacts.

Contractor Administrator: Ramana Reddy Phone: 503-643-1226 Email: ramana@ensoftek.com	County Administrator: Angela Brink Phone: 503-742-5318 Email: Abrink@clackamas.us and BHContracts@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel’s Office. County may assume its own defense and settlement at its election and expense.

Contractor’s liability is subject to the limitations set forth in Section 9 of Exhibit E.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. Such pre-existing Contractor-owned intellectual property expressly includes Contractor's SaaS software described in Exhibit B.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 30 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon one hundred and eighty (180) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure; or (C) pursuant to the termination clause of Exhibit E.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD-PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such

other agency using this Contract. With such condition, the County consents to such use by any other public agency.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Ensoftek, Inc.

Clackamas County

Ramana Reddy

Digitally signed by Ramana Reddy
DN: cn=Ramana Reddy, o=Ensoftek, c=US
United States, email=ramana@ensoftek.com
Reason: I have reviewed this document
Location:
Date: 2022.07.01 09:15:07.00

Authorized Signature _____ Date _____

Chair _____ Date _____

Ramana Reddy, President/

Name / Title (Printed) _____

Recording Secretary _____

789391-89 _____

Oregon Business Registry # _____

APPROVED AS TO FORM

DBC/OR _____

Entity Type / State of Formation _____

Kathleen J. Rastetter 7/6/2022
County Counsel

EXHIBIT A
RFP 2021-52
BEHAVIORAL HEALTH ELECTRONIC HEALTH RECORD SYSTEM



REQUEST FOR PROPOSALS #2021-52

FOR

Behavioral Health Electronic Health Record System

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner

Gary Schmidt
County Administrator

Thomas Candelario
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: February 14, 2022

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	January 10, 2021
Protest of Specifications Deadline.....	January 17, 2022, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	January 24, 2022, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 14, 2022, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	April 2022

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, February 14, 2022** (“Closing”), to provide **Behavioral Health Electronic Health Record System**. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the successful proposer to begin work as soon as possible and provide services throughout the life of the system.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00001714.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Demonstrations: At County's sole option, Proposers may be required to give a product demonstration of their Proposals to County, a process which would provide an opportunity for the Proposer demonstrate the proposed product identified in the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests demonstrations, the Procurement Division will schedule the time and location for said demonstration. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Demonstrations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide an Electronic Health Record Software system and support services.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County Behavioral Health (CCBHD) is a Division of the Department of Health, Housing and Human Services (H3S). Our purpose is to work collaboratively with community partners to ensure the provision of coordination, support, outreach, education, and treatment services to Clackamas County residents so they can achieve their mental health and addiction recovery goals.

Clackamas County Behavioral Health Division is responsible for 24-7 crisis response to Clackamas County residents experiencing behavioral health distress. This includes the 24-7 crisis line and mobile outreach team. In addition, we investigate allegations of abuse for adults in mental health services and conduct investigations for individuals who are involuntarily committed. We provide intensive care coordination for children and adults on the Oregon Health Plan (Health Share of Oregon and Trillium Community Health Plan) including those individuals at the Oregon State Hospital.

Clackamas County Behavioral Health Division employs 85 employees, eleven (11) in an Executive or management role. We strive to employ individuals with diverse backgrounds including those with lived experience.

Project Team

Administrative Services Manager – Administration of Contract

Division Director

Systems Coordination Manager

Quality Management Program Supervisor

Office Manager

Representative of Care Coordination Team

Representative of Safety Net Services Team

Representative from County Technology Services

It is clear that the technical performance of the next system must be a significant improvement from the current implementation of CERNER. Team members consistently report significant barriers to using the system. This includes load time of new records and notes. It also applies to needing a wider range and more consistent accessibility by location and device.

For a variety of reasons (rigidity, access, technical performance, system constraints, and limited resources to update the system) the current use of CERNER has resulted in many challenges or inefficiencies to perform work functions and optimal operation of the different behavioral health teams. This inefficiency is punctuated by the technical performance, but also extends to duplicative field entry, excessive multi-step or click experiences, and absence of previews in listing views or inability to manage multiple notes or forms within a record simultaneously. Addressing these will have tangible benefits to the employee experience and organizational outcomes.

3.3. SCOPE OF WORK

3.3.1. Scope:

The selected product must fulfill many different roles for our organization, and in that spirit we are looking for a highly adaptable and flexible Electronic Health Record software product from a vendor that provides timely and efficient support for a fast pace organization.

The teams of CCBHD, in composition, location and effective outcomes are highly divergent. That being said, the tools to support the work are, in effect, the same. While the data collected varies significantly, we would actually expect consistent technical requirements of the notes, forms, roles/permissions, scheduling and task management. What will be highly variable is the flexibility of these tools to mirror the business and operating practices of each system. We believe on the system side this includes unique (although limited) permissions, access, custom notes, fields, and forms.

Feeling confident in the tools will be essential for teams to experience this transition as a success. Highlights of the needs of our teams include supervisors sharing all expected changes, in advance. In-person or person-based orientation to the new tools. Step by step walk-through of common use cases in a more structured training environment. Early adoption access to a support person to clarify more nuanced use cases.

The success of this project hinges not on the initial execution, but the ability for our partner and platform to grow, evolve and maintain the integrity and optimization achieved through the implementation.

3.3.2. System Requirements:

We use the language of “must” to communicate essential functionality and “may” to communicate more nice-to-have or flexible functionality, but still desired functionality for initial launch.

Site Speed and Access

- Users must access the EHR from any onsite office, clinic, and reasonably supported hotspot or wi-fi access via laptop or ipad offsite.
- Users must log in easily without remote terminal access.
- Users must have short wait times and minimal clicks to achieve core business functions including but not limited to:
 - Creating records
 - Creating or completing contacts, notes, assessments, forms, reporting.
 - Moving between records
 - Moving between notes and forms between records
 - Printing

The Data

Forms

- All existing forms must be created in new system
- Users must easily browse and select forms relevant to their team
- Users must see status of progress or completion of forms separate from sign off
- Users must leave forms in draft and return to sign off
- Users must see form fields populated automatically when a field has already been collected on a different form or through demographics.
- Users may have any form fields pulled for reporting.
- Users may see custom help text on form fields to guide completion.
- Users may experience character limits on form fields to maintain consistency.
- Users may see audit trails of form updates or changes.
- Users may be able to relate notes, contacts and forms via reference so that within any view you can see that a form was collected during a particular contact and supported by any relevant notes.

Contact types

- All desired contact types must be created in new system
- Users must have a drop down of team and role specific contact types
 - There must be a contact type that is user driven “entry without contact” or some language that resonates for instances when information is surfaced without trigger by an individual.
- Contact types must be a filter to generate reports
- Contact types must reference scheduled visits in system, when applicable.

Note types

- A singular note type must be created in the new system.
- A consistent and singular note type can then be created and related to any contact or assessment.
- Attachments must be added to notes or in place of notes.

Attachments

- Users must be able to easily upload attachments.
- Users must be able to relate an attachment to a contact type.
- Users must be able to create a meaningful subject line for the attachment

Flags

- Custom flags can be created and managed to support reporting, filtering and views. For example if a client is not billable, the binary flag of billable would remain unchecked and then you could have a list of all non billable clients.

Scheduling

- Users must be able to schedule appointments with individuals being serviced.
- Users must be able to see their scheduled appointments in an intuitive and user friendly view.

- Users (and especially supervisors) must be able to see team schedules layered in an intuitive and user friendly view.
- Schedules may be triggered by appointments but also self generated to complete tasks to follow ups.

Reporting

- Reporting must be generated in real time from existing EHR data.
- Reporting must be filterable and specified by a variety of variables including user, time-period, contact type, assessment or form type, flags, and select custom variables.
- The system must have a pre-identified selection of reports based on current needs and logs.
- The system must be supported to create on-going reports.
- The system may inform a user when a field is archived and the reporting is no longer consistent or supported.
- The system must have the capacity to create new reports in such a way that minimal technical expertise is needed

Task Management

- The new system may have a task type that mirrors contact type as a measure of productivity and a tool for efficiency.
- Users may generate tasks (unscheduled) or with a due date to track follow ups or queued up work.
- Users may view all tasks (complete and incomplete.)
- Users may complete tasks.
- Task completion can be reported on, similar to contact types.

Permissions and Roles

- Hierarchy of roles, all users have a role, but that can vary by team. This will likely create more similar roles but the levels would be more consistent. For example, you might have a Super User who sees everything across all teams. From there you may have a Supervisor User, with a similar level of visibility and responsibility but slightly different permissions as they pertain to their team's work.

Views

- Users must have unique team-specific views in order to see relevant information from the face sheet, contacts, assessments, and treatment.
- Users may be able to select relevant aspects of the chart to inform a personalized view.

Notifications & Alerts

- Alerts must be auto generated based on select events and assessment scores.
- Notification may be custom and generated via schedule appointments and self-generated tasks with a date/time.

Printing

- Printing from EHR must be intuitive and fewer clicks.
- The system will be able to easily interact with electronic faxing, both sending and receiving

Automation

- Smart phrases or routinely used notes must be accessible.
- Users must be able to see suggested new forms or scheduled contacts based on calculated responses to forms.
- When an individual is within a certain program or treatment plan, all forms must be automatically added to their chart for completion.

- A user may reference or add a resource to the EHR in order to provide a printable to the individual being served or to expedite note-taking.

Record Migration/Retention

- Users must have all records migrated upon utilization of new EHR to support continued work. This includes current/open clients as well as the 10 year record retention for previous clients.
- Retention Schedule based on OAR 166-150-0060 County Health – Mental Health Record
 - Mental Health Reports
 - Mental Health Services Records

Mental Health Services Records Training

- Users must be able to experience a person-led overview of the new system through the lens of their team’s routine use cases.
- Users must have access to a support person to clarify questions or tools for initial onboarding period.
- Users must be able to give feedback to vendor or support system to make adjustments during the onboarding period and as the system is being onboard but also vetted.
- Users must have support to (time) to onboard a new system beyond their normal workload.
- Users must know what features and functions to expect at launch of a new EHR and what is considered nice to have or future improvements.

On-going support

- Users must have a team available to them to make adjustments for business operations.
- Users will suggest or request updates via supervisor who will function as the main point of contact for the support team.
- Technical updates to EHR must be routine and not a barrier to the team working.

CBH IT, Privacy and Security Requirements

- System uses encryption for stored information. Health information cannot be read or understood except by those using a system that can “decrypt” it with a “key.”
- Ease to review records of information system activity, such as audit logs, access reports, and security incident tracking reports.
- Straight forward structure to grant access to systems containing ePHI.
- System terminates an electronic session after a predetermined time of inactivity.
- System has a mechanism to authenticate e-PHI to corroborate that information has not been altered or destroyed in an unauthorized manner.
- Vendor must agree to and sign the county BAA
- HIPAA Compliance
- Access Control
- Multi-Factor Authentication
- Unique Username and password combination for all logins
- Restrict access as to time, scope, function and application
- User, group, and role-based access controls
- Unilateral ability to terminate a session at any time
- Configurable time periods for automatic log-off after inactivity

- Audit Controls
- High-definition session recording
- Comprehensive system logging and user activity
- Data Integrity
- Strict control of remote access to limit support related data corruption
- Detailed audit to identify changes and enable corrections
- Transmission Security
- Customer configurable encryption
- AES 128, 192, and 256-bit modes
- FIPS 140-2 encryption module employed by default

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2027**, with the option to renew thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

Category	Points available:
Vendor	0-10
Fees	0-15
Customer Support	0-20
Communication & Infrastructure	0-20
Client Encounter	0-20
Billing	0-15
Available points	0-100
Demonstration	0-15

4.3 Demonstrations – The County will score the received proposals and invite the top 3 scoring proposers to provide a demonstration. Final scoring will be based on finalist’s demonstration, and any questions during the demonstration, and through that response, how well each firm can meet the Project and County needs. The firm that has the highest overall demonstration Score will be deemed the Apparent Successful Proposer and enter into negotiations for a contract

4.4 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its

interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **30 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in narrative form and with examples where applicable³, in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

VENDOR (0-10)

- **Company**
 - **Years in Business**
 - **Annual Revenues**
 - **Number of systems sold**
 - **Number in current use**

- **Product**
 - **Maximum number of concurrent users**
 - **Product focus**

- **Interfaces**
 - **Capabilities**
 - **Provided with system**
 - **Additional Cost**

- **Hardware & Software**
 - **Specific hardware requirements**

Describe how the proposed product fits the scope in section 3.3.2

FEES (0-15)

- **Startup & Installation Costs**
- **Training Costs**
 - Onsite
 - Vendor Site
- **Maintenance & Upgrades**
 - Frequency
 - Additional Cost
 - Included in package

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the initial setup and software, and pricing or a pricing structure for ongoing services and support. If time and material basis – Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

CUSTOMER SUPPORT (0-20)

- **Planning Support prior to implementation**
- **Implementation**
- **Ongoing**
 - Availability
 - Rate
 - Local/National/Regional

COMMUNICATION & INFRASTRUCTURE (0-20)

- **Remote access**
- **FAX support or linkage**
- **Word processor support or linkage**
- **Provides e-mail support or linkage**
- **Permits Data Export**
 - **Support for Clinical Data Repository**
- **Data Warehouse**
 - **Statistical Analysis packages**
 - **Supports varied data formats**
- **File Format**
 - **Proprietary**
 - **Commercial Standard (Oracle, Sybase, etc.)**
 - **Flexibility & Adaptability over time**

CLIENT ENCOUNTER (0-20)

- **Progress Note**
 - **Plain Text**
 - **Encoded and searchable**
- **Templates**

BILLING (0-15)

- **Claims processing**
- **Invoicing**
- **Insurance Information**
- **Patient Information**

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2021-52

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

**EXHIBIT B
CONTRACTOR'S PROPOSAL**



RESPONSE TO

CLACKAMAS COUNTY

Behavioral Health Electronic Health Record System

Request for Proposals #2021-52

2:00 PM PST February 14, 2022

SUBMITTED BY

Scott Borisoff

Business Development Executive

DrCloudEHR™

sborisoff@drcloudehr.com

www.drcloudehr.com

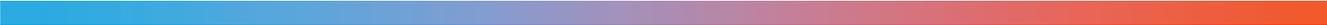


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COVER LETTER

Thomas Candelario
Contract Analyst
2051 Kaen Rd, Oregon City, OR 97045
Procurement@clackamas.us

Subject: EnSoftek’s response to Clackamas County Behavioral Health Electronic Health Record System.

Thomas Candelario,

EnSoftek, Inc., an Oregon incorporated and certified Minority Business Enterprise (MBE) / Small Disadvantaged Business (SDB), is proposing its proprietary cloud-based Electronic Health Record (EHR) system, DrCloudEHR™ for Clackamas County Behavioral Health (CCBHD) consideration in its search for a Behavioral Health Electronic Health Record System.

DrCloudEHR is certified by the Office of the National Coordinator (ONC) Health Information Technology (HIT) as a “Meaningful Use Stage 3 - Promoting Interoperability (PI)” certified cloud EHR solution. DrCloudEHR enables an innovative service delivery model that dramatically improves the outcomes of behavioral health services.

Proposal Contact

Name / Title:	Scott Borisoff / Business Development Executive
Phone / Fax	(503) 643 1226 / (503) 626 1769
Email:	sborisoff@drcloudehr.com

Contract Contact

Name / Title:	Ramana Reddy / President / CEO
Phone / Fax	(503) 643 1226 / (503) 626 1769
Email:	ramana@ensoftek.com

We have developed and organized our proposal response as per the instructions given in the RFP, and acknowledge the receipt of Amendment # 1: Clarifying Questions. We take no exceptions or deviations to the RFP requirements.

We appreciate the opportunity to submit our response and look forward to working closely with CCBHD as its long-term partner to configure, customize, and implement DrCloudEHR as a fit and helpful EHR solution.

Sincerely,



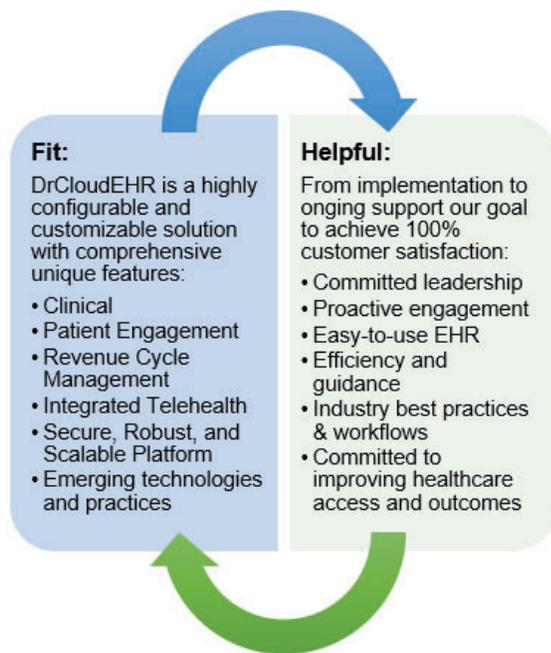
Ramana Reddy
President & CEO

1. EXECUTIVE SUMMARY

In today's healthcare eco-system, Clackamas County Behavioral Health (CCBHD) must rely on technology to coordinate data from multiple sources to maximize the value of care. At EnSoftek, we believe providers must be able to trust their Electronic Health Record (EHR) system to expedite and coordinate service delivery, facilitate safe administration of medications, enable collaboration, and improve access to care and outcomes.

As a Beaverton, Oregon-based and certified Minority Business Enterprise (MBE), EnSoftek is excited for the opportunity to propose our proprietary DrCloudEHR™, a HIPAA compliant, Meaningful Use Stage 3 (now Promoting Interoperability (PI)) certified "cloud" system, for consideration in CCBHD's search for a new behavioral health EHR system.

EnSoftek's philosophy aligns with the strategies outlined in the RFP and with CCBHD's commitment to providing the highest quality of health care to individuals in Clackamas County experiencing behavioral health distress. DrCloudEHR delivers a unique platform to meet CCBHD's ever-changing and growing demands, processes, and care delivery approach, ensuring each individual's varying abilities, needs, and desires are supported. The system is designed to be helpful to users across CCBHD, allowing robust information exchange with external entities for integration and collaboration to support integrated health care across Clackamas County.



Every partnership has a common thread that creates absolute success. EnSoftek believes that this thread is crafted with two primary elements: **Fit & Helpful**. Together they are the recipe for success.

DrCloudEHR excels at security, technology, and functional requirements. It also improves health record compliance with intake, scheduling, and billing. Our value-based offering enhances CCBHD's capacity to provide its services, including but not limited to urgent mental health walk-in services and non-urgent mental health services in a variety of settings.

With a focus on providing Integrated Care, DrCloudEHR uses a hub and spoke model for data design and storage. Patient Demographic information is the hub, and documentation to support the various aspects of health services are the spokes.

DrCloudEHR provides quality management features such as our proprietary Golden Thread™ rules that enable you to ensure that forms used in encounters comply with internal and external procedures and regulations when billing claims. The Golden Thread rules help you avoid potential issues when undergoing an audit or when submitting claims to insurance providers.

We are excited to introduce CCBHD to the DrCloudEHR Oregon Collaborative network that includes:

- ✓ An **Oregon IT workforce** with extensive expertise implementing similar EHR systems around the Country
- ✓ **Oregon Customers** (e.g., Washington County, Marion County, Curry County, BestCare, Addictions Recover Center, OnTrack, Turning Point Recovery Services, Rimrock Trails Treatment Services and others)
- ✓ Oregon Associations like the **Oregon Council for Behavioral Health (OCBH)**.
- ✓ Oregon Partners like **Reliance Health Information Exchange (HIE)** provide input to the betterment of the DrCloudEHR community and solution.

EnSoftek believes it is essential to understand CCBHD's need for a new EHR and demonstrate its commitment to become your technical partner for today and well into the future. EnSoftek will work closely with your team during implementation to set-up and configure DrCloudEHR to your specific requirements. Your organization will not be locked into a predetermined solution and will have control over its ability to meet your current and unique future requirements.

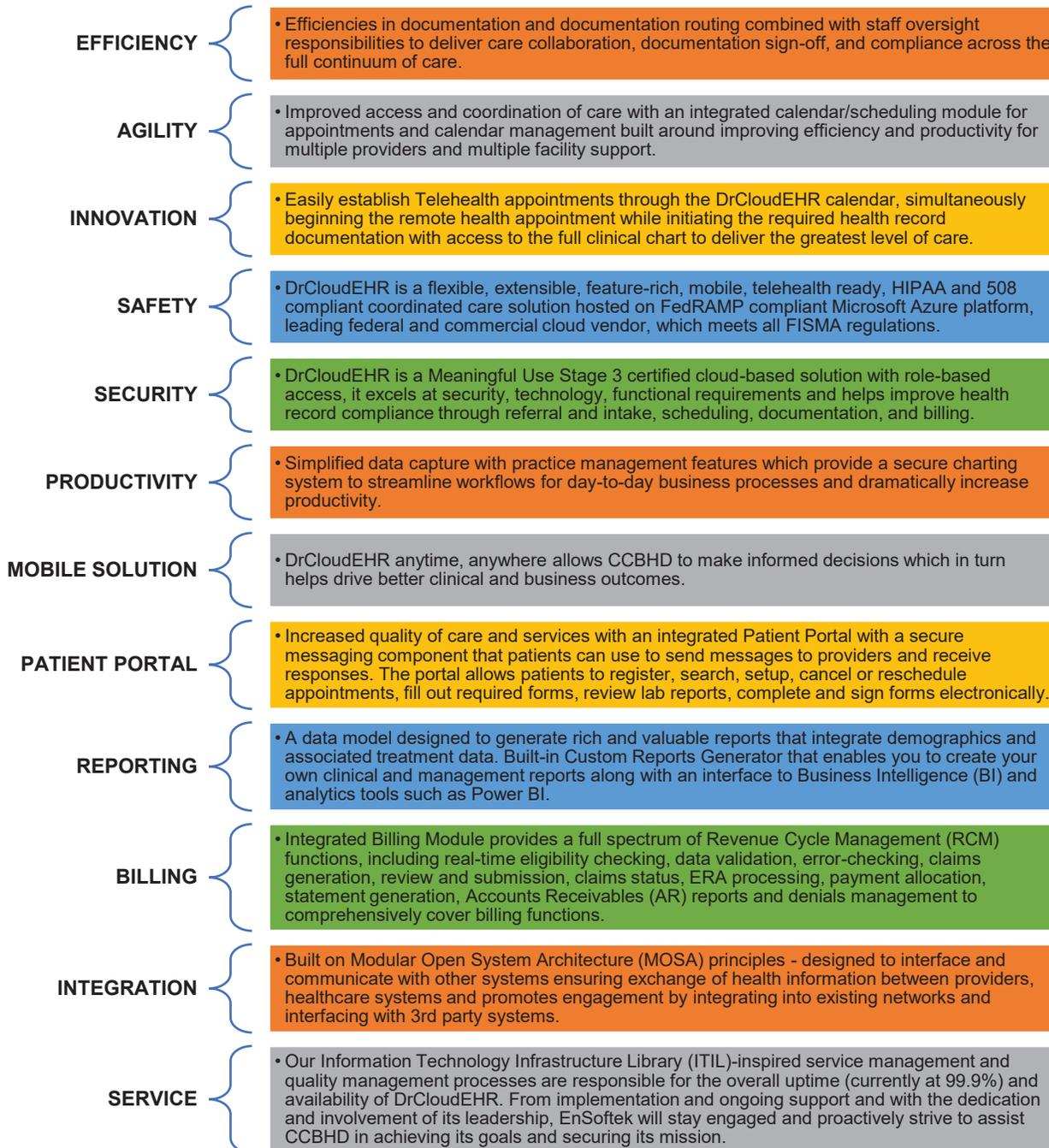
Beginning with **Patient Engagement**, DrCloudEHR provides functionality required to deliver the best experience to staff and patients alike. DrCloudEHR's **Patient Portal** brings increased efficiency and compliance for enrollment, chart reviews, appointment requests, credit/debit card payments, and more. The application enables the delivery of services in the field with mobile-response-first capabilities, including **Integrated Telehealth services** and supporting off-line users with **DrCloudEHR | Unplugged**, which enables using DrCloudEHR when there is no internet available.

As part of our EHR implementations, we apply our **proprietary DrAgile implementation** methodology that consists of planning and analysis, Agile development, and support phases. We will work closely with CCBHD key stakeholders to gather requirements during the planning and analysis phase. Our team will analyze and create user stories to develop workflows, forms, interfaces, reports, develop a transition plan and data migration process, incorporate sufficient user training, provide ongoing support, and secure, uninterrupted access to DrCloudEHR.

Once your site goes live, CCBHD will have an assigned client success manager who will provide insights, updates, and direction on using and extending DrCloudEHR to maximize efficiencies and ongoing configurations continually. EnSoftek will dedicate itself to exceeding expectations during implementation and throughout our partnership.

As we will demonstrate further in our response, EnSoftek has deep domain knowledge and subject matter expertise, making us the right partner for CCBHD. We bring proven experience with implementations in Oregon and around the Country with agencies with similar services. We will support CCBHD in its mission to acquire a comprehensive EHR solution that meets your current needs and evolves to meet CCBHD's future requirements.

We will support CCBHD's critical areas of operation and its core value to maintain a culture of caring through:



2. VENDOR

Company



EnSoftek, with headquarters in Beaverton, has over 20 years of experience in building complex enterprise software solutions and has assisted over 170 public and private sector enterprises nationwide in a wide array of health IT solutions, systems integration, custom software and Electronic Health Records (EHR) projects worth over \$160 million. We have also helped our clients evaluate cloud-based solutions and achieve “Authority to Operate” at the highest level, based on NIST and other federal information security standards.

2001-2006 ("Wave 1")	<ul style="list-style-type: none"> • Founded and operated EnSoftek as a high-tech software development & systems integration consulting company.
2006-2010 ("Wave 2")	<ul style="list-style-type: none"> • Launched Health IT Solutions vertical, won and executed several federal, state and commercial contracts and Government Wide Acquisition Contract (GWAC) vehicles.
2010-2014 ("Wave 3")	<ul style="list-style-type: none"> • Created and launched a modern SaaS-based integrated care solution, DrCloudEHR for Primary Care with Health IT integration services. Built and deployed custom EHR solution to Peace Corps and AFRH.
2014+ ("Wave 4")	<ul style="list-style-type: none"> • Extended and pivoted DrCloudEHR as a behavioral health and human services “complex care community” system for commercial and government market sectors that enables value-based care, meets the need for hybrid service delivery and consumer engagement . Achieved "Meaningful Use Stage 3" - "Promoting Interoperability" certification.

EnSoftek won contract awards to build custom EHR solutions for 1) US Armed Forces Retirement Home, an independent agency in the Executive branch in 2013 and 2) US Peace Corps, deployed in 70+ Countries in 2014.

EnSoftek currently has over 80 staff members comprised of leaders in developing, implementing and supporting healthcare solutions, technology management, support, and training.

EnSoftek is financially strong, profitable and has the capability to carry out the EHR system tasks. We have top tier crediting and long-standing relationship with a well-established financial institution that is committed to our success as a small business. Our annual revenues in year 2021 are over \$6,000,000.

DrCloudEHR is successfully implemented, deployed and in use at over 45 Behavioral Health and Human Services organizations in over 16 states (Oregon, Washington, Illinois, California, Louisiana, Maryland, Massachusetts, Colorado, Texas, Wisconsin, New York, Ohio, Pennsylvania and others) with over 4000 users. Our clients are extremely diverse, ranging from large integrated, ambulatory/outpatient and residential/inpatient behavioral health and primary care environments to skilled nursing facilities and small providers. Currently we are finishing a very large complex Marion County implementation and three behavioral health agency implementations.

Product

DrCloudEHR is a Meaningful Use Stage 3 certified HIPAA compliant behavioral health EHR system that provides easy, intuitive and immediate access to patient information. DrCloudEHR is a robust, scalable platform designed for reliability and high-availability to support **thousands of concurrent users**. We understand that treatment requires a comprehensive, multi-disciplinary, and evidence-based approach, and we know that an EHR must support this practice.

DrCloudEHR connects your continuum of care by integrating assessments, treatments plans, service notes, surveys and revisions. Multiple tools are available to providers in one central system to edit, manage, monitor, and report on delivery of comprehensive services for patients. Staff from multiple programs can collaborate on service delivery and ensure authorized documentation is completed as required.

DrCloudEHR has the following built-in functionality to meet CCBHD requirements:

EnSoftek fully understands the numerous challenges that organizations like CCBHD experience, and has built its DrCloudEHR solution to help solve those challenges. DrCloudEHR has the following built-in functionality/modules to meet or exceed CCBHD’ needs of service delivery, documentation, interface, and reporting requirements.

- Ease of Use
 - Customizable user interface (UI).
 - Mobile access.
- Intake Management
 - Referral tracking integrated with pre-admission/admission movements.



Patient-Centric System

- Pre-admissions with waitlist management.
- Bed management, leave of absences, and scheduling care in one integrated record.
- Resident demographics and history including all medical and nursing care is documented electronically following HIPAA and Health Information Technology for Economic and Clinical Health (HITECH) privacy and operational regulations.
- Active Problems, medications, allergies, immunizations, lab results, radiology images, medical procedures, vital signs and personal statistics such as height and weight.
- Service Delivery
 - Integrated assessments, problem lists, treatment plans and service notes.
 - Centralized schedule and calendar management.
 - Activities of Daily Living (ADL) Management.
 - Nursing, Therapy, Shift Reports, 24 Hour Nursing Summary.
 - Integrated Electronic Medical and Treatment Administration Record (eMAR/eTAR).
 - Group session management and group progress notes.
- Revenue Cycle Management
 - Sessions and services tracking, custom coding support.
 - International Classification of Diseases (ICD) 9/10 support.
 - Billing/Accounts Receivable.
 - Integrated Electronic Claims Submission using Availity/OfficeAlly.
 - Integrated Patient Ledger.
 - General Ledger (GL) Interface with Quantum (Geneva).
- Document Management System
 - Upload and storage for scanned files of any type by authorized staff.
 - Automatically indexed by patient ID, document type, service type, date of service, and can be attached to a particular visit or encounter.
 - Stored on durable cloud drives and are easily retrievable.
- Golden Thread™ (Proprietary Quality Management System)
 - The DrCloudEHR Quality Engine – which utilizes scalable, modular, evidence-based algorithms to meet compliance and audit requirements.
- Connections Suite for Interfaces and Interoperability
 - Lab interfaces to place orders electronically to LabCorp, Quest, and Cordant.
 - Lab interfaces to receive results electronically from LabCorp, Quest, Sterling Labs, Millennium Health, Westox, Clinical Science Labs, Cytocheck, and Redwood Toxicology.
 - HL7 interface module to share patient data using ADT messages
- General
 - Alerts / Notification Management.
 - Security Management for Role-Based Access (Executive, Front Desk, Clinical, Medical, Financial, Billing, QA/Compliance, Auditor, Administrative, etc.)
 - Multiple Facility Support, Chart Review – advanced powerful charts and notes.
 - Standard Reports including Meaningful Use reporting.
 - Custom Reporting and Analytics, Executive Dashboard.
- Patient Portal
 - Collect pre-admission and ongoing patient information.
 - Collect credit card and debit card payments.
 - Provide secure access to the patient and patient's authorized representatives.
 - Patients can request Appointments, consults and wellness visits.
- DrCloudEHR | Unplugged
 - Ideal for low bandwidth environments or when there is no internet access.
 - Secure, encrypted access to your data for continuity in service delivery.
 - Synchronize encrypted data to your device automatically when connectivity is available; ensuring full HIPAA compliance and accurate record keeping.
 - Disaster recovery planning.
 - Data security with a remote system wipe - even if the laptop or tablet is compromised (e. g. lost), DrCloudEHR with industry-standard, remote-wipe capabilities, keeps your data safe.
- DrCloudEHR Telehealth Module
 - Initiate telehealth sessions and complete documentation with access to the complete chart.
 - Patients can join the meeting using mobile devices from the comfort and privacy of their home, office, or other desired locations.
 - HIPAA compliant with cohesive, role based clinical workflows, the secure sharing of multi-media (image, video, audio and text) PHI with remote specialists.
 - Supports bi-directional, patient-centric collaboration across specialties and locations. Supports virtual video visits - multiple participants in one video session.

- DrCloudEHR Report Server [Shared Server Environment] Back-end Table Access
 - Data stored in a secure MySQL database with access over SSH.
 - Use reporting tools of your choice to access the tables which are refreshed with current data daily.
 - Reports are managed outside DrCloudEHR. Additional Reporting tools are required.
- DrCloudEHR Advanced Report Writer Named User
 - Embedded DrCloudEHR Report Writer for custom real-time, ad-hoc report generation.
 - Generate clinical, financial and management reports within DrCloudEHR for authorized users' access.
 - No additional tools are necessary for the Advanced Report Writer.
- DrCloudEHR Foresights Analytics Suite
 - Secure access into your Business Intelligence (BI) database which is refreshed daily.
 - Leverage an existing Reporting Suite that contains a continuously growing list of established dashboards and reports created through the MS Power BI tools and published into DrCloudEHR.
 - Dashboards and reports integrated into DrCloudEHR and available to be accessed by authorized and subscribed users. No additional tools are necessary for DrCloudEHR Foresights.
 - Sample list of existing dashboards/reports includes:

▪ Executive Dashboard	▪ AR/Collections and Aging Report
▪ Expected Revenue Summary	▪ Discharges and Duration Report
▪ Units Summary	▪ Patients by Diagnostic Code
▪ Visits Summary	▪ Encounters by Provider ID

Interfaces

DrCloudEHR is an integrated solution that is standards based, interoperable, and supports data exchange across agencies. It complies with federal mandates and state-reporting requirements, delivers real-time information for efficient health care delivery and documentation while meeting IT security and compliance requirements.

DrCloudEHR is built on Modular Open System Architecture (MOSA) principles that are scalable, modular and interoperable. The architecture is designed to seamlessly interface and communicate with other systems ensuring our ability to exchange health information between providers, healthcare systems and promotes engagement by integrating into existing networks and interfacing with third-party systems. DrCloudEHR support this via HL7, web services (SOAP), XML, RESTful services, secure file exchange over Secure File Transfer Protocol (SFTP) or other custom mechanisms.

We collaborate with 3rd party vendors to build interfaces and provide interoperability that ensures our clients have the interfaces and interoperability required to do their jobs. DrCloudEHR is MU3 certified complete ambulatory EHR and has not only developed interfaces to meet MU3 needs but also custom interfaces to meet several state reporting requirements. This inherent capability facilitates integration into current and future CCBHD platforms and provide a wide range of clinical information support functions.

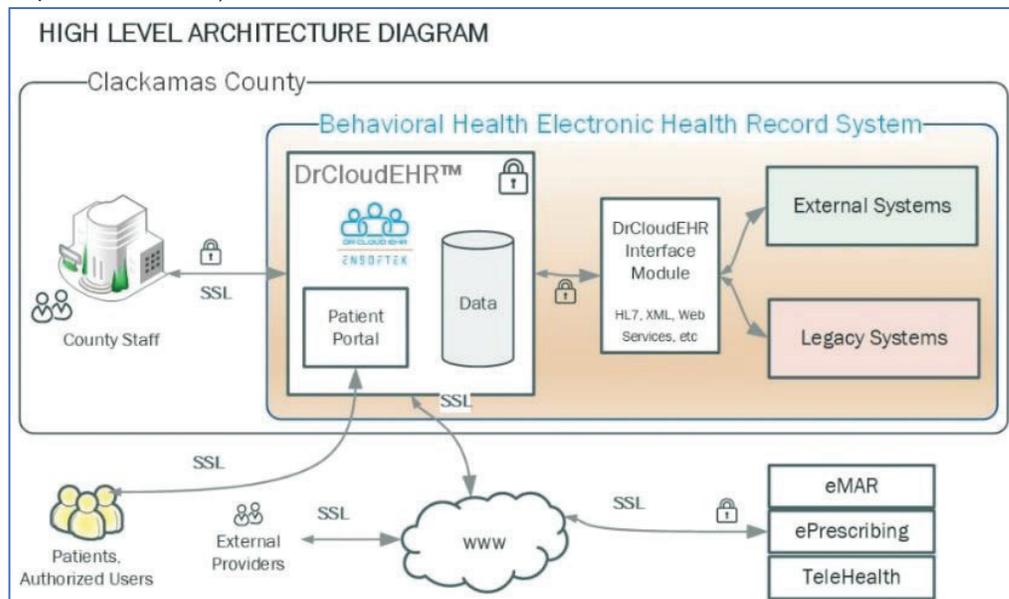
DrCloudEHR currently supports/connects the following 3rd party Interfaces:

- State Reporting Systems – Oregon Measures and Outcomes Tracking System (**MOTS**).
- Immunization registry - **ALERT IIS**, the state of Oregon's computerized immunization information system, related to, based on CDC system reporting requirements. When patients receive an immunization at a participating clinic.
- Addiction treatment tracking - **Methasoft Treatment Management System** to track methadone doses dispensed to patients in the treatment of opiate addiction.
- Oregon Medicaid Management Information System (**MMIS**)
- **Collective Medical PreManage** - tracking and monitoring emergency services interactions for individuals receiving Diversion, Crisis Intervention, or other provisioned services.
- Public Health Agencies – Washington State Treatment and Assessment Report Generation Tool and others.
- **Billing clearinghouses** – Availity, Emdeon and Office Ally clearing houses, and Pay.gov and PHTECH payment processing interfaces.
- **Integrated Nuance 360 - Dragon Medical - Speech Dictation Service**: Provides an easy-to-use cloud-based dictation service that does not require additional software license, just need a Nuance subscription.
- **Laboratory/Radiology Information Systems** – Quest, LabCorp, Sterling Labs, Millennium Health, Westox, Clinical Science Labs, Cytocheck, and Redwood Toxicology.
- **Secure Direct Messaging** – Direct Trust certified interface partner EMR Direct.
- Integrated Secure electronic faxing service using **Interfax.NET**.
- Appointment Reminder Service – **Clienttell.net (now Intrado)**.
- Other **EHRs** – Netsmart, OpenPMS.
- **ePrescribing** – DrFirst eRx interface with single sign-on for a unified experience.
- **ChartMeds** -Integrated ChartMeds eMAR solution to track all necessary information of administering medications.
- **Document Management** - enables staff to upload scanned documents, import documents received through our built-in internet faxing module, index them into personalized folder structures for meaningful organization, quick search, and easy retrieval.
- **Zoom Video conferencing** for Telehealth support.
- **Credit Card Processing** integration with Global Payments Integrated.
- **Integrated Patient Ledger, General Ledger (GL) Interface** with Quantum (Geneva).

- Others - **Signature Pads** (Scriptel and Bamboo).

The Massachusetts Health Information Highway is the statewide electronic health information exchange for state of Massachusetts. The Mass HIway offers doctors' offices, hospitals, laboratories, pharmacies, skilled nursing facilities, and other healthcare organizations a way to securely and seamlessly transmit vital data electronically.

Chesapeake Regional Information System for our Patients, or CRISP, is a regional HIE serving Maryland and DC. CRISP has been formally



designated as Maryland's statewide health information exchange by the Maryland Health Care Commission. EnSoftek staff has successfully tested the DrCloudEHR Direct Trust interface with CRISP of Maryland, enabling our providers to receive and share information from other state providers.

Reliance eHealth Collaborative HIE employs the safe, secure, electronic exchange of health information among authorized providers in the health care community for more timely, efficient and patient-centered care. Reliance eHealth is a community collaboration of health care providers, hospitals, health plans, health agencies, clinics and others interested in harnessing technology to improve the cost, quality, and efficiency of health care. EnSoftek supports the HIE with Reliance and multiple agencies for data sharing.

During the implementation phase, our staff will work with CCBHD to understand and build the **Genoa Pharmacy** and **Connect Oregon HIE** interfaces.

Hardware & Software

DrCloudEHR is a web browser-based and designed to be mobile responsive. CCBHD staff will only require end user devices (computers, laptops, etc.) as well as internet connectivity to access DrCloudEHR. It works with Safari, Google Chrome, Mozilla Firefox, Microsoft Edge, and Internet Explorer (most recent and 1 previous version).

We have been successfully hosting and managing DrCloudEHR for all our clients on the Microsoft Azure cloud platform. All instances, including development, testing, staging, training, and production, are hosted on the Microsoft Azure Cloud Platform with datacenters within the continental US (CONUS). Our IT/Operations team deploys DrCloudEHR in the cloud so there are no on-premises server requirements. For clients/workstations following configuration is supported:

Technology	Specification for Optimal Performance
Work Stations	
CPU type and speed	PCs running Microsoft Windows Vista or higher MACs running OS X Leopard or higher
Memory size	8GB RAM
Monitor	DrCloudEHR can be accessed by most modern mobile devices of all sizes, devices with 11" width with 1024 x 768 resolution or higher provide better navigation and ease of use.
Peripherals	Following plugins/ActiveX controls need to be enabled when using certain functionality <ul style="list-style-type: none"> o Adobe Flash is required for certain charts o Microsoft Silverlight if the integrated Nuance 360 dictation services are used
Desktop browser	Current and previous two versions supported by: Safari, Google Chrome, Mozilla Firefox, Microsoft Edge, and Internet Explorer.
Third Party Plug In	JavaScript and HTML5

Describe how the proposed product fits the scope in section 3.3.2

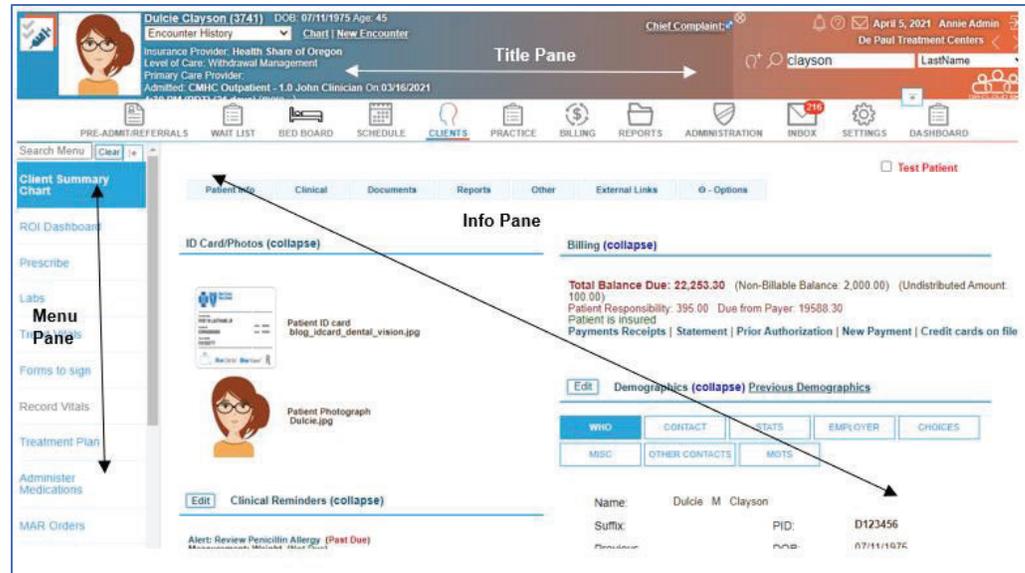
Site Speed and Access

DrCloudEHR is a cloud-based integrated SaaS solution, hosted on FedRAMP certified Microsoft Azure, and can be accessed 24/7 by most modern Web browsers that support JavaScript and HTML5 – common components supported by popular desktop and mobile operating systems worldwide. DrCloudEHR never requires remote terminal access, CCBHD staff will only require a supported web browser to access the system.

Our system has been successfully deployed on Microsoft Azure cloud platform for the past 10 years, running in a virtual environment with a high degree of reliability. DrCloudEHR sits on one of the most dependable cloud networks in the industry and through a reliable internet connection continues to offer an impressive 99.9% uptime availability. What makes this solution especially unique is that even if CCBHD loses internet connectivity, DrCloudEHR employs auto-save technology to save staff documentation in the background.

DrCloudEHR has an easy-to-use, intuitive user interface with a strong focus on usability for daily activities and allows CCBHD to chart with accuracy and efficiency. It provides multiple options to customize the text on the screen adjust menu options and screen workflows to minimize clicks for daily activities. DrCloudEHR provides an easy to view and consistent navigation throughout the system. The roles and privileges set up for a user will determine the information they see and which areas of the system they can access. Previously entered information can be easily viewed without leaving the current workflow by accessing the Running History.

The Washington County, Oregon - Human Services Division with similar programs and services to CCBHD conducted a competitive review of eleven EHRs in the market and selected the DrCloudEHR platform for their needs due to its high score in all areas including user experience and usability.



Forms

DrCloudEHR provides comprehensive forms workflow, whereby, multiple staff members are able to collaborate on a form together and sign as required. Sections of the forms are separated into pages or tabs so staff can navigate and move to different tabs even if required fields are missing.

The application provides a progress bar for forms completion and options for staff to leave forms in draft and return at a later time to complete. The order of the forms is completely configurable by authorized users. Once a workflow is created it can be added to the forms cabinet to guide staff through the required forms. A powerful option available throughout DrCloudEHR is the “Copy Forward”. This will allow information to populate from one form to another and shared throughout the system, thereby, not requiring the data to be entered twice.

The DrCloudEHR “Form Builder” tool enables staff to build required forms in the system including all existing CCBHD forms.

It features simple fields, large text fields, drawing tool support for image annotation, character limits, audit trails, and multiple other options to enable users to capture documentation easily and intuitively complying with business process requirements and regulations. All the data is indexed and normalized to levels determined based on function, type of data and expected results. This structure is intended to support ad-hoc querying and reporting for any form fields.

Form Builder
Choose a form from the list below or select Add Form below for a new one.

Search Filter for Forms
Enter search criteria and the form list will update

Search: Form Type: All forms Filters between Published, Unpublished forms Include Inactive Forms Does not apply to unpublished forms

Form List
The results of the above search criteria.

Form Name	Version	Created By	Created Date	Actions
Nursing File Note	V1	Admin, Annie	01/12/2018 09:40:04	<input type="button" value="Duplicate"/> <input type="button" value="Preview"/> <input type="button" value="Dropdown"/>
Medical File Note	V1			<input type="button" value="Duplicate"/> <input type="button" value="Preview"/> <input type="button" value="Dropdown"/>
File Note	V1			<input type="button" value="Duplicate"/> <input type="button" value="Preview"/> <input type="button" value="Dropdown"/>
Individual Medication Education and Training	V1	Admin, Annie	02/07/2018 13:31:51	<input type="button" value="Duplicate"/> <input type="button" value="Preview"/> <input type="button" value="Dropdown"/>
Detox Pre-Admit Referral Form	V1	Admin, Annie	02/19/2018 09:46:03	<input type="button" value="Duplicate"/> <input type="button" value="Preview"/> <input type="button" value="Dropdown"/>

The Form Builder is designed to leverage the lists editor and pull system data from other parts of the record to minimize free form data entry. Staff can create multiple versions of a form and publish them for use. Staff can setup form workflows and update workflows to include the newer versions of the form while discontinuing the older versions. This enables organizations build and use standardized forms in one centralized system promoting consistent information and data capture processes across locations and multiple programs avoiding redundancy.

Contact Types

DrCloudEHR provides options to setup various contact types using the Calendar Categories or Appointment Types. These are used when setting up ad-hoc encounters such as a call that came in, or scheduled visits as well. Calendar Category filters are provided in various reports within the system. When teams are assigned to various programs/facilities (facility specific data), they will be able to only see those contact types or encounter types.

Note Types

DrCloudEHR provides multiple options for notes and meets all CCBHD notes requirements identified in the RFP. All notes are created as forms and can be related to any contact or assessment. They are very easy to navigate and also provide historical information for reference purposes. While custom notes can be created by CCBHD staff using the Form Builder, DrCloudEHR has built-in progress and service notes that include start time/end time participants, intervention, billable diagnosis and other required fields. It also provides options to add attachments as notes using our document management module.

Attachments

The DrCloudEHR Document Management Module supports scanning, uploading and storage for files of any type, including PDFs, by authorized staff. It supports a configurable folder structure where files can be named and uploaded. All document categories are defined and customized by agencies and attached to a record with simple folder tree approach for easy access akin to a virtual filing cabinet. Each file is automatically indexed by patient ID, document type, service type, date of service, and can be attached to a particular visit or contact type.

All the files are stored on durable cloud drives and are easily retrievable. A link to the file is stored in the database and is delivered via document-dispatched module when accessed over the web for security purposes. Staff can add notes to each document and encrypt it with a specific password, date stamp with user name, as necessary.

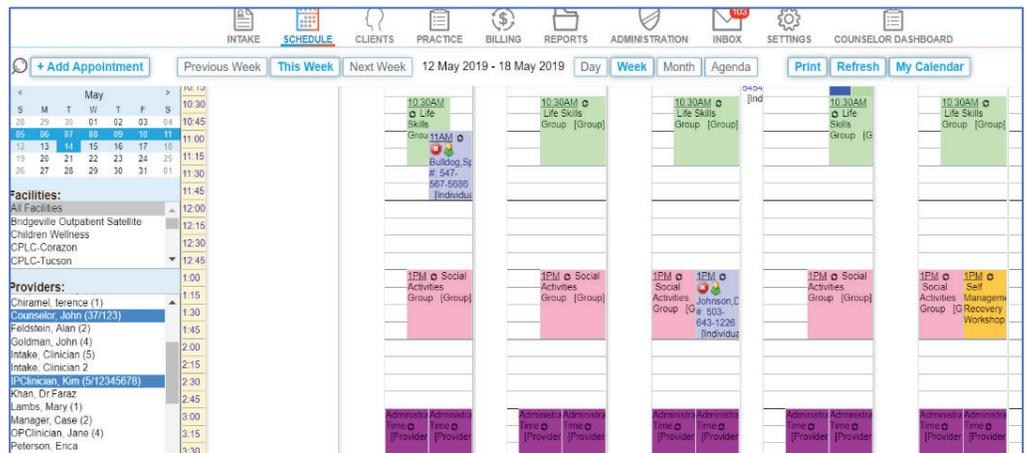
Flags

DrCloudEHR provides multiple options to filter data. ACL groups can be created to restrict data being viewed. It also has a billing rules engine that can be used to configure custom rules in order to make certain clients billable based on defined criteria such as belonging to a certain payer type and so on. Flags can also be configured using Rules/Alerts to display alerts when opening a chart, running reports, etc.



Scheduling

DrCloudEHR is built around improving efficiency and productivity for healthcare delivery, which is why the integrated Calendar & Schedule module plays an important role in the clinical workflow. The module supports setting up appointments for multiple providers and multiple facilities. The calendar supports daily/weekly/monthly view, and searching, including



searches for the next available appointment for a particular provider. It gives supervisors a full overview of the teams' availability and schedules.

Individual sessions, group appointments, walk-in services and appointments for any custom event can be created. When patients are checked in for an appointment, the system can automatically create a billable encounter. The scheduler supports appointments that are tied to workflow or ad hoc documentation of care, e.g., walk-in appointments or emergency services. When adding a new event or appointment, staff can put notes in the comments field and these notes will appear when hovering over the appointment in the built-in calendar on the Schedule tab.

The Calendar & Schedule module can be configured to start certain activities automatically such as creating the encounter, fee sheet (charges) (the input into the billing process), and the forms that are part of the configured workflow. This presents many advantages to clinics that have issues with documentation being incomplete and coding being incorrectly done for various services performed.

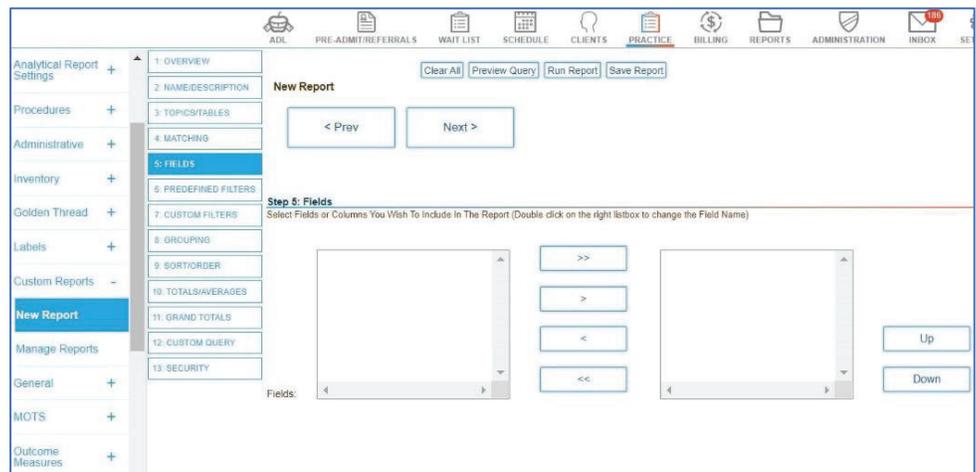
Reporting

In today's health eco-system, providers must rely on technology to coordinate data from multiple sources in order to maximize the value of care. DrCloudEHR is an integrated solution that is standards based and interoperable, it complies with federal mandates and state-reporting requirements, delivers real-time information for efficient health care delivery and reporting meeting security and compliance requirements. DrCloudEHR provides access to data in multiple ways:

Standard Built-in Reports - DrCloudEHR includes a library of standard easy to use built-in categorized reports for regulatory and operational needs including meaningful use reporting. The DrCloudEHR database structure is designed to meet storage, high-performance, reporting requirements and focuses on ensuring data integrity at all times. All data is indexed and normalized to levels determined based on function, type of data and expected results. This is done to support easy, ad-hoc querying and reporting.

Custom Reports Generator -

Along with the built-in standard reports DrCloudEHR includes an integrated Custom Reports Generator that provides an interface to generate various ad-hoc reports and run self-designed queries to support clinical and management reporting. The DrCloudEHR data model is designed to generate rich and valuable reports that integrate demographics and associated services data in an easy and accurate manner. After some initial training, users are easily able to create reports on their own. The DrCloudEHR Golden Thread Quality/Compliance management module provides tools to build rules and the required reporting to ensure documentation compliance and staff adherence to quality.



This enables optimal data formats, conducive to ad-hoc querying and searches using our Custom Reports Generator. All system and user-defined fields are available in the Custom Reports Generator for users to query. Additionally, we offer direct database access to a near real-time copy of the production database. The reports generator includes the ability for end-users to control access options to create reports and share them with specific user groups when needed. The custom report has the query saved for future use and is displayed under the Custom Reports Menu as a link so users with access can run it. It offers multiple sorting, grouping options along with standard built-in filter lists, such as facility lists, provider lists and others. For those Organizations that require access to the database for reporting with third-party tools, access to a reporting server, either in a dedicated or a shared services environment, is deployed.

In addition, along with the built-in Custom Reports Generator, we also offer interfaces to third-party Business Intelligence (BI) and analytics tools:

- Microsoft Power BI for data analytics called DrCloudEHR Foresights
- Interoperate with third party systems through custom adapter plugins or APIs.

Task Management

DrCloudEHR workflows are designed for staff collaboration and coordination and care giving. The inbox is the main activity center for staff to view and manage caseloads where they send messages, share patient records, tasks reminders, upcoming appointments, and incomplete notes/paperwork. Tasks/reminders may be assigned by other staff or when an event occurs or based on the Golden Thread. The Counselor Dashboard integrated with Golden Thread rules also provides a list of tasks and to-dos that clinicians can take care of from one single screen.

It provides a means to review, assign and track user to-dos and are removed when completed. Each To-do item will provide a direct link to the document/page to be completed in the client's chart. It includes multiple types of calendar categories –

provider, patient and group. Providers can setup their calendar to do project work, care coordination, or phone calls. The Provider Service Report is a productivity report that includes time spent on all types of activities.

To-do Notification and direct link to finish the To-do Item

To-do Items/Reminders at the Inbox-Activity Center

Permissions and Roles

Proper security of Personal Health Information (PHI) and client data is extremely important in DrCloudEHR. DrCloudEHR is a MU3 certified solution and has undergone thorough examination assuring that it meets privacy and security requirements. User access is simplified for staff when the solution provides pointed access, control and direction. DrCloudEHR has a robust access control lists (ACL) module. ACL supports controlling access at the menu, screen, modules, and in some cases field-level access. IT administrators have total control over creating and managing types of users and groups to assign security and permissions by role, function or functional workgroup.

Only users with appropriate access permissions are allowed to access and query data in the system or generate reports and produce printed output. IT administrators will have full access to manage a user's account such as setting certain permissions, resetting passwords and making them inactive when they are no longer with the organization. Our trainers cover these topics as part of our IT administrator training and ensure staff has access to all the user guides, documentation, and resources they need to carry out these very important functions. Individual charts access can be Limited to specific few (information can be restricted per user, per facility or location) which is extremely important for VIP or other sensitive population charting.

DrCloudEHR incorporates role-based access and only authenticated/authorized users are allowed to log on and access only authorized information/modules analogous to a single-sign-on system. Audit logging is configurable and only authorized administrators have access to review logs. IT administrators within the customer's system are able to determine which features of the software are accessible, by whom, and at what level. Outside partners can be given limited access at a level determined by the administrators.

Views

The patient summary in DrCloudEHR provides a holistic view of the patient. The patient demographics screen displays highlighted information in the top pane and the demographics information in the center pane. It also provides a search option to identify patients including name, id, and date of birth (DOB). A thumbnail image of the patient photograph is shown in the title pane for quick and easy identity verification of

The screenshot shows the DrCloudEHR interface for a patient named Dulcie Clayton. The top navigation bar includes various modules like PRE-ADMIT/REFERRALS, WAIT LIST, BED BOARD, SCHEDULE, CLIENTS, PRACTICE, BILLING, REPORTS, ADMINISTRATION, INBOX, SETTINGS, and DASHBOARD. The patient's information is displayed at the top, including name, DOB, age, and insurance provider. The main content area is divided into several sections: Patient Info, Clinical, Documents, Reports, Other, External Links, and Options. The ID Card/Photos section shows a patient ID card and a photograph. The Billing section displays financial information, including a total balance due of \$22,253.30. The Demographics section shows a table with columns for WHO, CONTACT, STATS, EMPLOYER, and CHOICES. The Clinical Reminders section shows an alert for a penicillin allergy.

Patient Summary/Clinical Record

the patient. The information in the title pane can be customized to include most recent vital information – specific values, program admission along with key identity data elements.

The consolidated patient summary view in DrCloudEHR lets you document and see clinical reminders, golden thread alerts, appointments, problem list, vitals, allergies, medications, patient status, immunizations and prescriptions in one place. DrCloudEHR event-driven features like inbox/activity center, messaging reminders, scheduling, referral management, encounter history, etc. assist staff in decision making. Collaborative options exist for assessment, planning, facilitation, care coordination, evaluation and advocacy for service choices to meet an individual's comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost-effective outcomes.

Notifications & Alerts

DrCloudEHR includes the Golden Thread™ rules engine, an integrated quality management system that generates alerts and notifications when a pre-defined event occurs. The system is capable of defining specific fields on the form and make them mandatory to streamline the clinical documentation at the point of care and assist with the decision-making process.

These rules are designed to operate agency-wide or per facility/program. Alerts are generated based on Golden Thread rules which are the core of the DrCloudEHR quality management system. Currently two types of rules can be created: Value Based Rules and Form Based Rules.

Value Based Rules act upon specific data elements in the database, which could practically be anything e.g., assessment scores.

Form Based Rules act upon specific forms or documents that need to be part of a record. This integrates with the form's completion criteria module. This module enables staff to define the data elements required to complete a form based on business, clinical, regulatory and workflow needs. Rules can be created to require a certain set of forms be required at predetermined intervals or per episode.

A rule can also be configured so forms meet completion criteria and/or stop an encounter or episode from being billed due to compliance reasons. Our existing customers appreciate these features as it helps them in successfully completing audits and avoid state or payer penalties.

The screenshot shows the 'Add Golden Thread Rule' configuration interface. The rule name is 'Assessment Due Annually' and the type is 'Form'. The validity period is from 12/01/2019 to 04/01/2030, and the status is 'Active'. The interface is divided into four steps: Step 1: Apply Rule To The Following Facilities/Programs, Step 2: Include The Following Form(s) To The Rule, Step 3: How often must the form(s) be done, and Step 4: Action To Take When Rule Fails. Step 1 shows a list of available facilities and programs, with 'Childrens Developmental Se' selected. Step 2 shows a list of forms, with 'Individual Service/Treatment Plan fb_v 12 (Carry Forward Step 2)' selected. Step 3 shows the frequency set to 'Custom' and the reminder set to 30 days. Step 4 shows the message to display as 'Annual Assessment /Treatment plan needs updating' and the option to 'Block from being billed' checked.

Printing

Printing - DrCloudEHR leverages the client browser and operating system printing capabilities with supported formatting that makes documentation look highly professional, clean, and legible. All content can be printed off using DrCloudEHR without any post-formatting required. All reports can be printed to PDF using the browser's print option and installed pdf printer drivers.

Scanning - DrCloudEHR can interface with installed scanners through the browser and system-configured options. Mobile devices with cameras can take pictures and upload the files if required as well. We use Gzip compression for all content and support 7zip Ultra compression when encrypting documents. This helps lower costs on storage and reduces storage requirements.

Faxing - DrCloudEHR has an integrated secure electronic faxing service using Interfax.NET for sending and receiving.

Automation

During the planning and analysis phase, we work closely with your key stakeholders to gather requirements, analyze and create user stories to develop workflows. We also integrate staff across multiple facilities and varying workflows and programs into one working DrCloudEHR environment. Once a workflow is created it can be added to the forms cabinet to guide staff through the required forms. Scheduled appointments can also be configured to automatically include workflows so all forms are added to an individual's chart for completion.

Custom Golden Thread rules can be configured so any subsequent or dependent forms can be added to the chart for completion at a visit. The system provides multiple mechanisms – Inbox, Past Visits, Billing Manager, Error Reports, etc. to view forms that are incomplete with easy access to complete them. Workflows can be tied to individual programs and appointment types. User is able to see suggested new forms or other alerts based on calculated responses or completing certain forms.

Record Migration/Retention

EnSoftek understands the importance of importing existing client information. This is why DrCloudEHR has built-in tools to import client demographic, insurance, and program admission data along-with clinical and encounter information in Comma Separated Value (CSV) format. Our data migration process involves the customer exporting their data from their legacy EHR into a DrCloudEHR compatible format (Excel or CSV, etc.) Any work involved in getting data out of the legacy system or modification of the templates by DrCloudEHR could result in additional costs.

EnSoftek will provide CCBHD with detailed information regarding timeline, resources and strategy for updates on a schedule during implementation based on requirements analysis. We will follow the County's retention schedule based on OAR 166-150-0060 County Health – Mental Health Record. DrCloudEHR can import data from CSV and SQL. Export data to various formats (CSV, SQL, XML, PDF, ISO/IEC 26300 - OpenDocument Text and Spreadsheet, Word, LATEX and others). Please refer to our data migration plan provided in our implementation plan below on page 20.

Mental Health Services Records Training

EnSoftek's training philosophy starts with understanding the CCBHD staff experience, expectations, and point of view of how the solution best integrates into current CCBHD processes and protocols. Our team led by our Project Manager (PM) and Implementation/Training Manager (IM) will work closely with the CCBHD to identify the staff and the role they will play to adapt our training session(s) best suited to their needs. Our IM will be the single point contact for CCBHD and will work to clarify questions and ensure issues are resolved for the initial onboarding period.

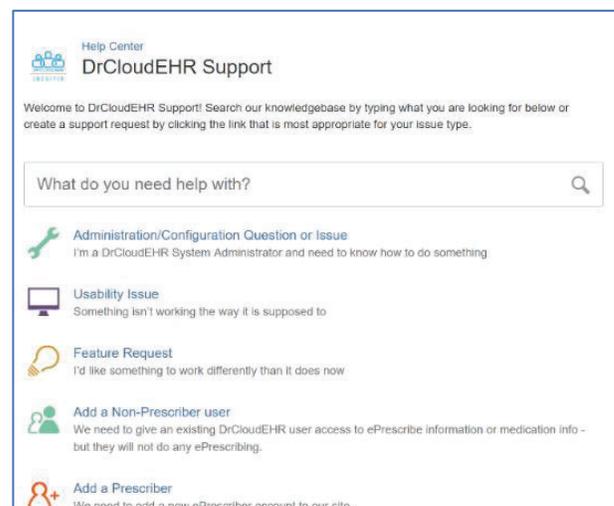
In all cases, CCBHD staff are encouraged to ask questions and provide feedback to modify workflows to meet their teams day-to-day use cases. Overall, we will apply multiple strategies to ensure staff receives the training they need, but the underlying principles will still be the same: Tailored classroom sessions, easy to understand documentation, and multiple knowledge transfer sessions. Our training strategy is to ensure designated users are able to use DrCloudEHR with ease and understand the necessary tools and resources they have access to in DrCloudEHR.

Additionally, we provide online user manuals, training guides with any personalized or custom workflows, training videos and bimonthly webinars on new releases, updated features, refreshing topics or to address staff-turnover.

Ongoing Support

Our experience shows that quick and easy access to support staff is highly critical for success. Thus, DrCloudEHR has a help desk team of end-user success experts, the DrCloudEHR Client Services (DCS) Team, to assist in resolving customers' issues as per the corresponding Service Level Agreement (SLA).

Access to technical support is available from within the application using the Service Desk application. Our friendly and knowledgeable staff is trained to assist and improve EHR adoption using various proven approaches. They will work with CCBHD staff to ensure questions are answered and day-to-day tasks are accomplished.



DrCloudEHR uses Service Desk and JIRA, issues and bug tracking solution, to gather information and troubleshoot issues. All user issues, requests, and suggestions are logged and reviewed by the DCS team. They track the issue and update the user until it is resolved. Every request received has a priority associated (Critical, High, Medium, Low) so the DCS team can address problems in a priority manner.

If responses have not been received to client satisfaction or need urgent attention, they can always email or call their dedicated Account Manager to escalate the issue. Our Account Manager will work with the DCS team to ensure issues are resolved and ongoing technical support is provided in a timely manner. In all cases, a specific plan of action will be developed and shared with CCBHD as required to reveal steps for corrective actions that are both timely and acceptable. We are committed to meet SLA needs and will provide CCBHD with regular updates on issues.

As part of ongoing maintenance, our operations team schedules monthly planned updates during non-peak hours, typically on the weekends at late night. They send notices/alerts in advance and are available as per SLA requirements.

CBH IT, Privacy and Security Requirements

EnSoftek follows and meets all the CCBHD information technology, privacy and security requirements outlined in the RFP. We are a Microsoft Azure Cloud Services Partner, our engineering team regularly updates, upgrades, and maintains our Cloud-as-a-Service experience to Federal Risk and Authorization Management Program (FedRAMP) standards. We host our EHR implementations on Microsoft Azure as it has received FedRAMP certification for their public and Government Cloud infrastructure. FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a “do once, use many times” framework that saves an estimated 30-40% of government costs, as well as both time and staff required to conduct redundant agency security assessments.

FedRAMP authorizes cloud systems (infrastructure providers) using a multi-step process and certifies them at the FISMA – Moderate level (FIPS 140). Security and regulatory compliance are a primary focus of EnSoftek and as a result, we have security experts on our team with CISSP/CISM certifications and strong expertise conducting security assessments, developing mitigation strategies obtaining Certification and Accreditations (C&A), obtaining Authorization to Operate for FISMA Low-to-High classified applications, HIPAA/HITECH compliance, and other standards. EnSoftek successfully completed the Peace Corps EHR implementation that received ATO from HHS CIO/CSO at the FISMA-High level security – FIPS 199 – the first of its kind healthcare application on a public cloud infrastructure.

FISMA compliance in DrCloudEHR: Communication between the client and our servers is over SSL. The connection uses TLS 1.2, meeting FIPS 140-2 criteria, and is encrypted using AES-256 based algorithms. DrCloudEHR incorporates role-based access and only authenticated/ authorized users are allowed to log on and access information. Once users are logged on, access to only authorized modules in DrCloudEHR is provided, analogous to a single-sign-on system. Audit Logging is configurable and only authorized administrators have access to review logs. The platform supports use of electronic signatures. Patients can sign documents electronically using standard devices such as a mouse or electronic signature pads. Once signed, documents are viewable and disallow editing. Our solution is operational in the Microsoft Azure Cloud Platform; EnSoftek has a signed Business Associate Agreement (BAA) with Microsoft, as part of our Enterprise agreement. EnSoftek requires a fully executed Non-Disclosure Agreement in place to provide the actual written and fully executed policies.

3. FEES

Based on our careful consideration of the SOW requirements, CCBHD organizational vision and proven EHR implementation experience, we believe a 6-month implementation for DrCloudEHR Enterprise v2022 solution (installation / setup / configuration, gap analysis, interface, training, deployment and go-live support), will yield successful results towards DrCloudEHR implementation, adoption, and staff productivity. Your specific requirement changes and/or customizations (**beyond section 3.3 of RFP SOW**) will affect the 6-month timeline and results in “Change Request (CR)”. We are providing the following Pricing Proposal for your consideration based on a 5-year term.

Annual Subscription Fees

Cost of Solution	Annual
Annual Software as Service subscription User Fee [up to 85 users]	
DrCloudEHR Unplugged – Disconnected module [up to 20 users]	
DrCloudEHR Telehealth [up to 62 users]	
InterFax.Net Faxing (Per Local Fax Line, up to 100 pages per month [Annual Fee]	
DrFirst Rcopia (ePrescribing) includes EPCS and PDMP reporting: [1 provider]	
DrCloudEHR Patient Portal	

Annual Subscription Fees	Cost
Annual subscription fees (Year 1)	\$99,714
Annual subscription fees (Year 2) (5% escalation)	\$104,699
Annual subscription fees (Year 3) (5% escalation)	\$109,933
Annual subscription fees (Year 4) (5% escalation)	\$115,429
Annual subscription fees (Year 5) (5% escalation)	\$121,200
Annual Subscription Fees (total)	\$550,975

DrCloudEHR One-time Implementation Fees

DrCloudEHR Enterprise v2022 Implementation covering Section 3.3 of RFP SOW

<ul style="list-style-type: none"> • Project Planning and Requirements/Gap Analysis. • DrCloudEHR Enterprise v2022 Installation/Set-Up/Configuration to include. <ul style="list-style-type: none"> ○ Agency demographics including facilities/programs, locations, encounter / service codes, user management modules. ○ Admissions, prior authorizations management, scheduling modules. 	\$69,999
<ul style="list-style-type: none"> ○ DrCloudEHR v2022 forms library and reports to include building of all listed forms and reports in the RFP for clinical documentation / charting. ○ Golden Thread - Quality management system. ○ Oregon Measures and Outcomes Tracking System (MOTS) interface. ○ Genoa Pharmacy interface. ○ Connect Oregon Health Information Exchange (HIE) interface. ○ Collective Medical interface (also referred to as EDIE, Pre-Manage). ○ PHTECH billing clearinghouse. ○ Oregon Medicaid Management Information System (MMIS) interface. ○ Billing/claims processing and management, billing rules manager, payors (self-pay, Medicaid, Medicare, 1 commercial). ○ Standard data migration to include client data from templates into DrCloudEHR. <u>Customer is responsible</u> for providing the data in the specified template format to import. • Training for up to five (5) days using train-the-trainer methodology. • Deployment support for up to five (5) days. 	

Total 5-year Cost for DrCloudEHR

Annual Subscription Fees [5-year total]	\$550,975
DrCloudEHR One-time Implementation Fees	\$69,999
Training Fees for additional 3 weeks	\$22,500
TOTAL 5-YEAR COST OF OWNERSHIP	\$643,474

Implementation Notes and Assumptions

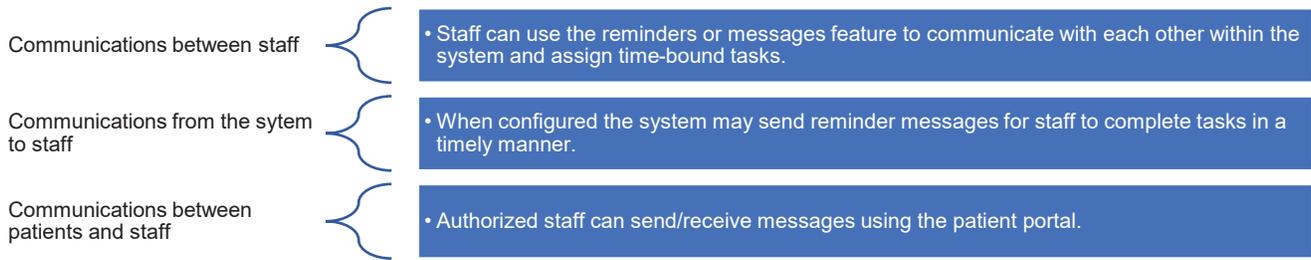
- All fees (subscription and one-time implementation) begin and payable on contract execution and on anniversary date for the full term of the agreement.
- DrCloudEHR Enterprise v2022 subscription fees are based on 85 contracted users.
- Any users above the 85 contracted user counts will be invoiced as extra users for \$810/user/year, billed annually.
- Any requirement changes and customizations, beyond section 3.3 of RFP SOW, will affect implementation timelines resulting in a formal "Change Request (CR)" requiring additional budget and time.
- Project Kick-off will be scheduled at a mutually agreeable date, not exceeding 30 days from agreement execution. CCBHD will complete all pre-kickoff documents supplied by EnSoftek no less than 1-week prior to project kick-off.
- During the initial stage of the implementation, a requirements analysis will be completed to determine the configuration requirements for the DrCloudEHR Enterprise v2022 functionality.
- DrCloudEHR is a cloud-based solution requiring that CCBHD provide only end user devices (computers, laptops, printers, etc.) as well as its user internet connectivity.
- CCBHD will designate key help desk personnel for its users to contact for level one support. Help desk personnel will be responsible for aggregating requests and direct communication with EnSoftek Support staff.
- DrCloudEHR base subscription includes up to ten (10) GB (Gigabytes) of storage for the import of external documentation. Additional storage is at an additional cost.
- Standard data migration to include client demographic, insurance, and program admission data along-with clinical and encounter information. Any work involved in getting data out of legacy systems by EnSoftek would be charged as professional services.
- Application maintenance and support (updates, bugfixes, and support) are included.
- Basic customer support is included: Monday through Friday, 8am to 5pm customer time zone.
- Training is limited to up to five (5) business days using train-the-trainer methodology.
- CCBHD will provide training facilities and necessary equipment IF on-site training is needed. Travel time and travel fees are additional and will be billed as incurred for on-site training.
- EnSoftek's standard Web Services Agreement is used as a schedule for CCBHD Agreement.
- Professional Services fees are not included in subscription fees.
- Beginning in year 2, a 5% or an amount equal to the prior year's increase in the Bureau of Labor Statistics CPI Index, whichever is greater, will be assessed.

Add-on Modules and Additional User Pricing (not included in above 5-Year Cost of Ownership)

Module Name	Unit	Annual Fees
EnSoftek Modules		
DrCloudEHR Meaningful Use Stage 3 module [per user]	1	\$660
DrCloudEHR Patient Portal	1	\$1,188
DrCloudEHR Unplugged Additional Users [Annual Fee - per user]	1	\$360
DrCloudEHR Telehealth Additional Users: [Annual Fee - per user]	1	\$420
DrCloudEHR Document Storage [per 100GB of Storage]	1	\$1,200
DrCloudEHR Advanced Report Writer [per user]	1	2,388
DrCloudEHR Report Server [Shared Server Environment] Back-end Table Access	1	\$6,912
DrCloudEHR Referral Module [website-based referral data submission]	1	\$720
DrCloudEHR General Ledger (GL) Interface	1	\$1,188
DrCloudEHR Clearinghouse Interface	1	\$588

5. COMMUNICATION & INFRASTRUCTURE

Communication is an integral part of the DrCloudEHR architecture. Multiple methods of communications are supported within DrCloudEHR:



DrCloudEHR conforms to current CCBHD computing standards and can be accessed by most modern web-browsers. DrCloudEHR is hosted on FedRAMP compliant Microsoft Azure Cloud Platform with infrastructure at multiple state of the art data centers with physical security per established industry standards.

We have been successfully hosting and managing DrCloudEHR for all our clients on the Microsoft Azure cloud platform. All instances including development, testing, staging, training, and production are hosted on the Microsoft Azure Cloud Platform with datacenters within the continental U.S (CONUS). EnSoftek is also an Amazon Web Services (AWS) cloud partner. We utilize a hybrid cloud approach where Microsoft Azure is the primary platform and AWS is our backup provider. It is a part of our Disaster Recovery Plan to mitigate downtime when exceptions happen, we use AWS as our secondary cloud provider to ensure continuity of access to DrCloudEHR.

EnSoftek has regularly scheduled plans for DrCloudEHR releases as well as ongoing hot-fixes and patches to minimize downtime. The maintenance activities are performed by our operations team, who send notices/alerts in advance and are available as per SLA requirements. Typically, a week before a planned release, our operations team sends an email announcement with detailed release notes, to a pre-determined list of contacts at CCBHD.

To maintain our committed SLAs, the server infrastructure is built for full redundancy and high-availability per client requirements and needs. All data is backed up in a secure, HIPAA compliant manner. EnSoftek follows the Agile Development Methodology using scrums to keep releases on track and always have a working version in production. DrCloudEHR typically has a release every 4-6 weeks for updates, about 7-8 releases annually. These updates are done during off-peak hours, typically between 10:30PM and 11:30PM on Sundays. While the maintenance window is an hour, systems are typically operational within minutes.

Remote Access

DrCloudEHR is a web browser-based and designed to be mobile responsive. It works with Safari, Google Chrome, Mozilla Firefox, Microsoft Edge, and Internet Explorer (most recent and 1 previous version). DrCloudEHR sits on one of the most dependable cloud networks in the industry and through a reliable wi-fi connection has a 99.9% uptime availability. More impressively, if the internet is completely down, we have DrCloudEHR | Unplugged version ("Disconnected Module") for field staff. Staff are able to access the system on pre-configured laptops just like how they would access it when connected to the internet.

FAX Support or Linkage

DrCloudEHR includes an integrated secure electronic faxing service using Interfax.NET for sending and receiving faxes. The Fax Center lists all incoming and outgoing faxes. Authorized staff can review faxes received and attach them an individual's chart. The Send Fax button is also available in various parts of the application as needed for easy access for authorized users.

Word Processor Support or Linkage

DrCloudEHR supports copy/paste from plain text and word files into forms with browser-based spell-check functions.

Provides Email Support or Linkage

DrCloudEHR supports exporting schedule information to Microsoft outlook. The information can be structured to only include patient initials and patient ID to maintain confidentiality. Certain notifications can also be sent via email to staff and patients.

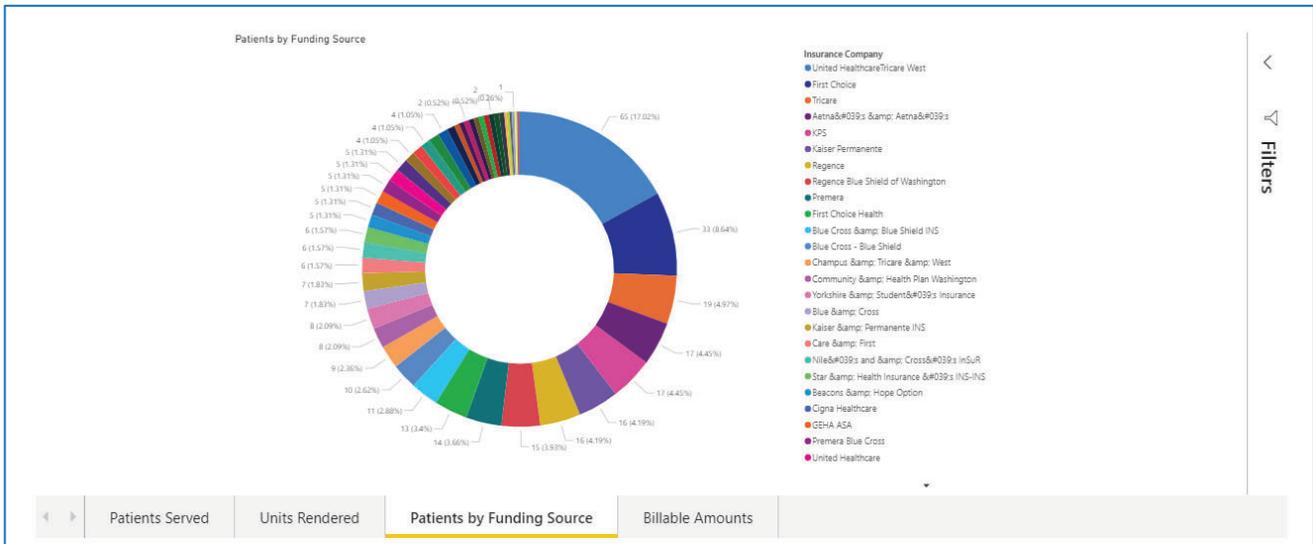
Permits Data Export

DrCloudEHR offer multiple options to export data. Almost all the reports allow easy export of data in CSV format. Nightly database backups in MySQL format are also available for CCBHD to extract in the desired format. In addition we have provided access to the database remotely in a secure fashion so customers can use the Reporting tool of their choice. DrCloudEHR supports Clinical Data Repository (CDR) requirements and various export formats such as HL7, CSV, SQL, XML, Excel, etc.

Data Warehouse

DrCloudEHR is designed to support variety of data warehousing needs. Along with direct access to the data we offer **DrCloudEHR Foresight (Analytics)** which works with DrCloudEHR's existing reporting suite and adds a library of interactive, graphical statistics/analytics reports and capabilities that allow you to gain deeper insights from your practice data. Powered

by the Microsoft Power Business Intelligence (BI) tools, DrCloudEHR Foresight securely refreshes practice data daily to dashboards and reports for up-to-date, actionable statistics/analytics. Foresight Report Library includes:



All reports are interactive, meaning the data display updates depending on the visual element you select. Most reports also include filters you can use to choose the data to display.

Drill Down on Data in an Interactive Foresight - The drill-down functionality in DrCloudEHR enables you to drill down on hierarchical data in bar graph reports. For example, depending on the graph, you can select a bar indicating a year and then drill down to update the chart to display data for each quarter, then each month, and then each day.

Drill Through Data in an Interactive Report - The drill-through functionality in DrCloudEHR enables you to focus on a category to view finer detail in specific charts. When you drill through a graph, the application displays a focused page containing the details.

Executive Dashboard

- Summarize complex practice data points into easily digestible charts to better manage patient health and organization operations with data-driven decisions.

Expected Revenue Summary

- Forecast revenue by source to drive growth and address potential shortfalls.

Units Summary

- Gain insight into your practice rates, payment for specific procedures, and effect on revenue cycle.

Visits Summary

- Better understand patient visit trends with data from across data sources, including insurance, facility, provider, and patient.

AR/Collections and Aging Report

- Optimize your revenue cycle with interactive data identifying the age of open invoices and helping to manage slow-paying clients.

Discharges and Duration Report

- Monitor and improve your patient discharge process with graphical data for discharges, length of stay, and facility.

Patients by Diagnostic Code

- Get the latest status on your patients' health, what services were performed, and why.

Encounters by Provider ID

- Monitor encounter data to improve accuracy of revenue and productivity.

File Format

We use MySQL as the database format. While it stores data in its own format, it supports import and export for various common file types such as SQL, CSV, XML, Excel, character delimited, etc.

6. CLIENT ENCOUNTER

DrCloudEHR supports the path to recovery for multiple programs by integrating assessments, treatments plans, service notes, surveys and revisions. It enables CCBHD to admit clients to multiple programs at the same time. Cases can be transferred between counselors and staff from multiple programs can collaborate on service delivery and ensure authorized documentation is completed per program requirements. Collaborative options exist for assessment, planning, facilitation, care coordination, evaluation and advocacy for service choices to meet an individual and families' comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost-effective outcomes.

The client encounter is fundamental concept in DrCloudEHR. All services and documentation are linked to a client encounter. These can be created for scheduled appointments or on-demand for walk-ins. Encounters can contain notes, forms, assessments, and other types of documentation. Encounters also form input to the list of charges/codes used for billing. Staff can add various forms to an encounter and can view longitudinal list of encounters seamlessly integrated with the Golden Thread.

Progress Notes

DrCloudEHR provides multiple options for notes. All notes are created as forms within an encounter to tie them to the client chart. They are very easy to navigate and also provide historical information for reference purposes. While custom notes can be created by CCBHD staff using the Form Builder, DrCloudEHR has built-in progress and service notes that include start time/end time participants, intervention, billable diagnosis and other required fields. The Running History module provides access to historical services, both residential and outpatient, in a searchable, filterable, chronological order. The system will notify of conflicting service notes as well as blocking notes from being created when the time-intervals for notes overlap. The system notifies staff about co-signing in the order configured and alerts are sent to their individual Inbox/Activity Center.

Sample Client Encounter

Date	Category/Encounter	Encounter Status	Service Facility	Billing Facility	Bill-To	Issue	Forms
12/16/2021 11:16 AM	Case Management(212027)	Open	Outpatient	CMHC Outpatient - 1.0	Insurance	P: ICD10:F30.10(Manic episode without psychotic symptoms, unspecified)	<ul style="list-style-type: none"> Multidisciplinary Treatment Plan Progress / Measures New Patient Encounter Nurse Note Nursing Assessment* Nursing File Note PCP Note Personal Belongings List PHQ-9 Procedure Order Psychiatric Medication Management Note Psychol Progress Note (form fb progress note) Recovery Mentor Contact File Note Risk Assessment Service Plan V16 SOAP Substance Use Assessment V10 SUD History and Physical.* Transition Plan Treatment Attendance & Progress Summary V3
12/16/2021 10:37 AM	Case Management(212026)	Closed	Outpatient	CMHC Outpatient - 1.0	Insurance	P: ICD10:F30.10(Manic episode without psychotic symptoms, unspecified)	<ul style="list-style-type: none"> Recovery Mentor Contact File Note (100%)
12/14/2021 4:23 PM	DLA Assessment(211975)	Open	Outpatient	CMHC Outpatient - 1.0	Insurance	P: ICD10:F30.10(Manic episode without psychotic symptoms, unspecified)	<ul style="list-style-type: none"> A&D Assessment (100%)

Additionally, the combination of the forms completion criteria and the GoldenThread (DrCloudEHR proprietary quality improvement system) rules will compel clinicians to stay within the guidelines of CCBHD allowing both systemic and form specific oversight, supervisory and signatures. Once notes have been completed to the specified standard, the note can automatically be forwarded to a supervisor for revision or signature.

Templates

From intake and assessments, scheduling and chart tracking, to outcomes, billing and reporting, DrCloudEHR will meet all of the CCBHD template requirements. All the templates we have built over the years, are available to our clients as part of the DrCloudEHR service commitment.

During implementation DrCloudEHR staff will work with CCBHD to identify and build any standardized forms (assessment, progress notes, treatment plans and additional documents/attachments) used by CCBHD specific to your programs. Additionally, The DrCloudEHR "Form Builder" enables authorized CCBHD staff to build required forms in the system when needed. It features simple fields, large text fields, drawing tool support for image annotation, and multiple other options to enable users to capture documentation easily and intuitively complying with CCBHD business process requirements and regulations.

We have an ever-growing list of assessments and screening tools available in DrCloudEHR. Listed below are some relevant templates to CCBHD.

- ASAM Criteria based Alcohol & Drug Assessment
 - 6-dimensions assessment tool
- Clinical Assessment Base
- Functional Assessment
- Mental Status Exam
- Mini Mental Status Exam
- Nursing Assessment
- Nutrition Assessment
- Bio-Psycho Social Assessment
- Daily Assessment for Inpatient Psychiatry
- Admission Assessment
- Adult Mental Health Intake Evaluation
- ASAM Re-Assessment
- Assessment for Self-Administration of Medications
- Annual Physical Exam
- Medical Assessment
- Child and Adolescent Needs and Strengths (CANS)
- Columbia-Suicide Severity Rating Scale (C-SSRS)
- Child/Adolescent Comprehensive Assessment
- Initial Psychosocial Assessment
- Inpatient Psychosocial Assessment
- Multi-Axial Problem Gambling Assessment
- Nutrition Intake Assessment
- Generalized Anxiety Disorder (GAD-7)
- Patient Health Questionnaire (PHQ-9)
- Psychiatric Assessment
- Recreation Therapy Assessment
- Risk Assessment
- SNAP Assessment
- WAC Assessment
- Youth Psychiatric Assessment
- 7-week Family Assessment
- Geriatric Depression Scale
- Review of Systems
- Annual Physical
- Adult Needs and Strengths Assessment (ANSA)

PHQ-9

Name: Dulcie M Clayson
Date: 03/04/2021

Over the last 2 weeks, how often have you been bothered by any of the following problems?	Not at all	Several days	More than half the days	Nearly every day
1. Little interest or pleasure in doing things	0	<input checked="" type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3
2. Feeling down, depressed or hopeless	0	<input type="radio"/> 1	<input checked="" type="radio"/> 2	<input type="radio"/> 3
3. Trouble falling or staying asleep, or sleeping too much	0	<input type="radio"/> 1	<input checked="" type="radio"/> 2	<input type="radio"/> 3
4. Feeling tired or having little energy	0	<input type="radio"/> 1	<input type="radio"/> 2	<input checked="" type="radio"/> 3
5. Poor appetite or overeating	0	<input type="radio"/> 1	<input checked="" type="radio"/> 2	<input type="radio"/> 3
6. Feeling bad about yourself - or that you are a failure or have let yourself or your family down	0	<input type="radio"/> 1	<input checked="" type="radio"/> 2	<input type="radio"/> 3
7. Trouble concentrating on things, such as reading the newspaper or watching television	0	<input type="radio"/> 1	<input checked="" type="radio"/> 2	<input type="radio"/> 3
8. Moving or speaking so slowly that other people could have noticed. Or the opposite - being so fidgety or restless that you have been moving around a lot more than usual.	0	<input checked="" type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3
9. Thoughts that you would be better off dead, or of hurting yourself.	0	<input type="radio"/> 1	<input type="radio"/> 2	<input checked="" type="radio"/> 3

add columns: + +

(Healthcare professional: For interpretation of TOTAL, Please refer to the accompanying scoring card).

Total:

10. If you checked off any problems, how difficult have these problems made it for you to do your work, take care of things at home, or get along with other people?

Not difficult at all
 Somewhat difficult
 Very difficult
 Extremely difficult

John C.

Staff Signature
 John Clinician has e-signed.

CPC Certified

Date: (PDT)

DrCloudEHR provides comprehensive workflow support using the forms workflow module for assessments. It provides options for three staff members to collaborate on an assessment together and sign as required. Sections of the assessments are separated into pages or tabs so staff can navigate and move to different tabs even if required fields are missing. The order of the forms/assessments is completely configurable by authorized users. Once a workflow is created it can be added to the forms cabinet to guide staff through the required assessments. Please refer to more information about "Forms" and workflows on page 10 above.

7. BILLING

DrCloudEHR is designed with the intention of streamlining processes, ensuring accuracy, and delivering value-based services. The EHR provides an integrated solution for creating client records; capturing all necessary client demographic, clinical, and billing and accounts receivable details.

Specifically, DrCloudEHR's integrated Billing Module provides a full spectrum of Revenue Cycle Management (RCM) functions. Its functionality includes real-time eligibility checking, data validation, error-checking, claims generation, review and submission, claims status, ERA processing, payment allocation, statement generation, Accounts Receivables (AR) reports and denials management to comprehensively cover billing functions. Financial Analysis is made simple through dashboards, standard and custom reporting. DrCloudEHR provides the business intelligence giving organizations both the foresights and reflective insights into their agency performance.

The RCM tools integrate seamlessly into one single interface to reduce a multitude of manual activities preventing errors, and providing the ability to manage its receivables in accordance with its own specific business requirements in a highly efficient manner. The diagram outlines the general flow of information for revenue-cycle management in DrCloudEHR.

DrCloudEHR works with many clearinghouses to support billing services including, Availity, OfficeAlly, Change Healthcare, PHTECH, Maryland Medicaid and Waystar.

Claims Processing & Invoicing

DrCloudEHR supports sequential applications of fees and payments in a “Waterfall” model, wherein services are billed based on being indicated as patient responsibility or payor responsibility. The waterfall model is designed to bill Primary insurance first, then secondary, then any additional insurance if applicable and finally any self-pay or patient balances are deemed patient responsibility which an agency may choose to collect or adjust per policy.



Patient Responsibility items include co-pays and amounts indicated by the payor via an electronic remittance advice file or similar instruction. Self-pay balances are also highlighted on the DrCloudEHR patient summary page. These amounts are then included in any patient statements generated in DrCloudEHR. By selecting “Statements”, the user is presented with a summary of all the charges with payment detail (from both insurers and the patient). Upon processing the system will produce a statement that includes the transactions for the specific periods. Authorized staff can also generate monthly patient statements to send out for all patients that have an outstanding balance.

The goal of DrCloudEHR billing manager is to produce complete claims for each third-party payor/guarantor. The charges are created automatically when the services are confirmed as delivered. Charges are automatically adjusted and can be further adjusted for specific reasoning. Prior to generating bills (a.k.a. Claims), DrCloudEHR will recognize the records as complete and compliant based on having the documentation (notes and Care/treatment plans) approved and signed. After the chart verification is complete, the billing manager will then review the claims details for required information such as authorizations, identifiers, cross-walks, etc.

The Billing Rules engine, Claim Rules engine, and Contract Manager work together with the Billing Manager and Claims Manager can assist billers in claims processing and management. DrCloudEHR supports 837I, 837P along with CMS-1500 and UB-04 claims to Medicaid, Medicare and any commercial insurance and different sets of rules can be defined for each type of claim and payer. The Billing Manager has multiple filters when searching for claims. They can be grouped by dates of service, claim type, payer, admit dates, amongst others. Most of these filters are available on the Claims Manager, Denials Manager, & Golden Thread Error Report.

Insurance Information

DrCloudEHR supports entry of Primary, Secondary, and Tertiary Insurance per patient record and associated with a specific program. In order to make electronic billing process more efficient and enhance the ease of use, DrCloudEHR interfaces with several different clearinghouses to check benefits & eligibility (B&E) requirements as well as to complete customer claims processing including the processing and scrubbing of claims and the management of remittance files. Various types of coverage can be verified electronically with many participating payors and pertinent information is stored in the patient insurance record for later use for coordination of benefits.

Patient Information

DrCloudEHR offers an intake module to easily capture correspondence and phone calls for pre-registration and update patient information between visits. DrCloudEHR is designed based on a hub and spoke model with patient demographics being the hub and all activities as the spokes. DrCloudEHR is a patient-centric system, it includes powerful and easy to use tools to record patient information, document patient care provided, code encounters and queue them for billing with just a few clicks. DrCloudEHR supports HL7 based ADT messages to exchange demographic and insurance information with billing systems and clearinghouses. This prevents manual entry of data providing accuracy and avoiding claim submission errors. The Billing Manager also includes errors reports upfront to identify any missing patient information that may prevent the claim from being accepted.

8. REFERENCES

The following are references that are Oregon based Behavioral Health agencies EnSoftek has partnered with that have programs and services similar to CCBHD. EnSoftek realizes that no two implementations are alike. Therefore, we take great strides to ensure that we are always working with our partners to ensure the highest level of transitioning into DrCloudEHR. In doing so, we can achieve 100% customer success and satisfaction.

1) Washington County Health and Human Services

Contact Name:	Kris Cassidy	Address:	Hillsboro, Oregon
Telephone Number:	(503) 846 3591	Email Address:	Kristin_cassidy@co.washington.or.us
# Of Users:	170+	Years using DrCloudEHR:	3+ years

The Washington County Human Services Division (HSD), is responsible for service coordination of the behavioral health and developmental disabilities programs for the County. The HSD also administers Medicaid behavioral health plan benefits for Washington County residents under the Oregon Health Plan (OHP). Washington County has a diverse set of programs with varying needs addressed by DrCloudEHR. Programs include adult and children’s mental health, children’s wraparound program, developmental disabilities, 24-7 crisis walk-in center and utilization management for the Health Share of Oregon mental health plan.

DrCloudEHR was configured to adapt to each of those programs but still be integrated for the whole division. We had a staged implementation in which we went live with some programs first, while we were still developing the system for other programs. We also integrated staff across different facilities and varying workflows and programs into one working DrCloudEHR environment.

Please see attached “Letter of Recommendation” from Washington County in Appendix A.

2) Marion County Health and Human Services

Contact Name:	Trevor Plendl	Address:	Salem, OR
Telephone Number:	(503) 361 2607	Email Address:	TPlendl@co.marion.or.us
# Of Users:	350+	Years using DrCloudEHR:	Newly engaged Implementation

Marion County Health and Human Services (MCHHS) selected DrCloudEHR to meet the unique needs of MCHHS programs including; developmental disabilities, residential and support services, intensive services and support, adult outpatient mental health, addiction treatment, acute, forensic & diversion services, child and youth outpatient mental health, communicable disease control and maternal child health services. EnSoftek is configuring, customizing, developing integrations and interfaces, forms & reports, providing training, deployment and hosting the DrCloudEHR solution for MCHHS.

As part of the implementation process, our staff are using an Agile implementation methodology that consists of a planning, requirements analysis, agile development (workflows, forms, interfaces, reports), data migration, training & support to provide secure uninterrupted access to DrCloudEHR. We are also integrating staff across varying workflows and programs into one working DrCloudEHR environment. The customized DrCloudEHR will provide MCHHS with a MU Stage 3 certified, HIPAA compliant EHR solution that will positively impact the health and well-being of community through prevention, early intervention and treatment.

EnSoftek is currently implementing its DrCloudEHR solution at Marion County Health & Human Services (MCHHS) going live starting from April, 2022 using phased rollout approach.

3) BestCare Treatment Services

Contact Name:	Kim Vincent	Address:	Redmond, OR (locations throughout Central Oregon and in Klamath Falls)
Telephone Number:	(541) 516 4087	Email Address:	kimv@bestcaretreatment.org
# Of Users:	200+	Years using DrCloudEHR:	10+ years with DrCloudEHR

BestCare engaged EnSoftek to further customize and enhance DrCloudEHR to make it completely operational in a behavioral health, mental health and substance abuse treatment residential and outpatient environment. BestCare has facilities in multiple locations in Oregon covering several rural areas requiring multi-facility, multi-program support, and rural areas with low bandwidth support. DrCloudEHR was modified to integrate the processes and protocols of the BestCare’s staff as well as Federal and State auditor requirements, such as development of electronic versions of standardized clinical record initiative forms and enhanced privacy and security features to meet 42 CFR Part 2 and HIPPA regulations.

Adopting DrCloudEHR allows BestCare to maintain accurate patient medical charts, problem lists, medication lists and other health information. The automation of the Intake Process, Standing Orders, Treatment Plans and all documentation related to patient interaction improved the quality of care and provided objective measurable to assess the quality of care provided.

4) Advanced Behavioral Health (ABH)

Contact Name:	Vera Kurdian	Address:	Gaithersburg, MD (4 facilities)
Telephone Number:	(301) 345 1022	Email Address:	VKurdian@abhmaryland.com
# Of Users:	230+	Years using DrCloudEHR:	7 years with DrCloudEHR

EnSoftek customized and enhanced DrCloudEHR with multiple state specific interfaces, so that ABH can manage their patient health care, enhance and improve documentation, and improve patient outcomes at multiple facilities. Our ability to customize the solution, and the extensibility of DrCloudEHR platform, were some of the major driving factors enabling ABH to receive multi-year approval from the Commission on Accreditation of Rehabilitation Facilities (CARF).

The DrCloudEHR solution was a great fit to handle all of their differing treatment program types, in addition to their diverse billing needs, so that ABH can manage their patient health care, enhance and improve documentation, and improve patient outcomes. Our ability to customize the solution, and the extensibility of DrCloudEHR platform, customized workflow and forms with Golden Thread™, helped ABH improve the quality of care and outcomes.

9. PROPOSAL CERTIFICATION

RFP #2021-52

Submitted by: EnSoftek, Inc. Oregon.
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Ramana Reddy
Signature: 
Email: ramana@ensoftek.com
Oregon Business Registry Number: 1114703-8

Date: 02/13/2022
Title: President / CEO
Telephone: (503) 643 1226
OR CCB # (if applicable): _____

Business Designation (check one):
 Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

 Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____

10. APPENDIX A

Washington County - Letter of Recommendation



WASHINGTON COUNTY
OREGON

21 June 2018

TO: Prospective Ensoftek, Inc. Client

FROM: Kris Cassidy *Kris Cassidy*
Human Services Operations Manager
Washington County Human Services Division
5240 NE Elam Young Parkway Suite 150
Hillsboro, OR 97124
(503) 846-3591
Kristin_cassidy@co.washington.or.us

SUBJECT: Recommendation of DrCloudEHR and EnSoftek, Inc.

As the EMR implementation project manager for the Washington County Human Services Division, I would like to offer my sincere recommendation for Ensoftek, Inc. and their DrCloudEHR system as well as their design and implementation services.

Before we implemented Ensoftek, Inc.'s DrCloudEHR we documented mostly in paper files. We began our search by putting together a large committee of stakeholders to develop a requirements list for a new EMR and then we drafted an RFP that was published nationally. We received seven proposals that we scored based on our first tier of criteria. Four proposals met the minimum requirements. Those four were then scored based on a second tier of criteria and the top two of those proposers were selected for in-person demonstrations. DrCloudEHR very clearly rose to the top during the demonstrations so they were selected and we developed a contract to work with them.

System design and implementation took about a year and we went fully live in the EMR in January 2018. Washington County has a diverse set of programs with varying needs to be addressed by the EMR. Programs include adult and children's mental health, children's wraparound program, developmental disabilities, crisis walk-in center and utilization management for the Health Share of Oregon mental health plan. The EMR had to be flexible enough to adapt to each of those programs but still be integrated for the whole division. We had a staged implementation in which we went live with some programs first, while we were still developing the system for other programs.

While we do continue to work through minor issues, we have been extremely happy with the EMR and consider it a tremendous improvement over paper records. There were no major issues during implementation and the system is working well for us. The project was completed on time and within budget. The quality of support from our DrCloudEHR project manager is excellent as well as the interactions we have with all of the staff at Ensoftek. Response to our service tickets and requests is timely and accurate. We have had no down time with the system.

Please feel free to contact me at the email or phone number above if you have any questions about our experience with Ensoftek and their DrCloudEHR Solution.

Department of Health and Human Services — Human Services Division
Behavioral Health • Developmental Disabilities
5240 NE Elam Young Parkway, Suite 150, Hillsboro, OR 97124
www.co.washington.or.us/HHS

EXHIBIT C
IMPLEMENTATION SCHEDULE

Planning Support Prior to Implementation

EnSoftek has always approached all DrCloudEHR implementation projects with consistency, transparency and with open communication throughout the implementation process. We take extra steps to ensure that we obtain 100% customer satisfaction from start to finish and thereafter. Every implementation project begins with detailed analysis, scope, and timeline development. Even prior to implementation we involve our implementation team in the pre-sales process/demos so they can gain a deeper understanding of customer requirements. The team works closely to ensure that CCBHD needs are met by the DrCloudEHR solution.

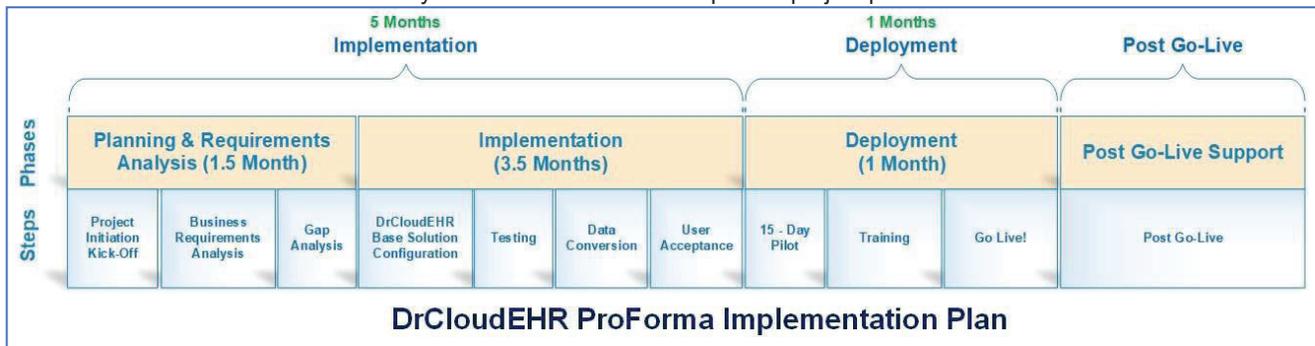
Our approach to implementing DrCloudEHR successfully is as follows:

- Assign an experienced EnSoftek Project Manager (PM) for oversight and dedicated Implementation/Training Manager (IM) responsible for overall day-to-day project management and work closely with CCBHD stakeholders. Understand project vision and the priorities of the project drivers.
- Align our team with CCBHD goals and objectives.
- Set-up a kick-off/project initiation meeting and identify key points of contact and communication plan.
- Meet with key stakeholders and develop the work breakdown structure (WBS) documented in Microsoft project plan with associated performance metrics to meet the goals and objectives (high-level milestone deliverables, schedule, resource plan, critical paths, interdependencies and expectations).
- Review functional, technical requirements in detail with staff and develop detailed requirements analysis document.
- Empower the Super Users with knowledge about DrCloudEHR from the very beginning, so they can develop processes blended with CCBHD functional requirements.
- Use Agile and SCRUM methodologies and tools for measurable and accountable productivity.
- Implement our effective change management and control process.
- Provide holistic solution built on Modular Open System Architecture (MOSA)
 - Integrate Practice Management Features to boost efficiency and productivity.
 - “Golden Thread” Scalable, Modular, Evidence-Based Algorithms.

Estimated Timeline

The Proforma 6-months (implementation and deployment) with post go-live timeline considers the following:

- EnSoftek can engage multiple resources with specific expertise (e.g., forms development, module configuration, data conversion, etc.)
- CCBHD can make subject matter experts and decision makers available in parallel.
- All intermediate milestones are met by CCBHD and EnSoftek as per the project plan.



Implementation

Our step-by-step process to implementing DrCloudEHR successfully is:

1. Planning and Requirements Analysis

a. Project Initiation

The project initiation phase consists of two events:

- 1) During project kickoff, EnSoftek and CCBHD key team members are introduced identifying their clear roles and responsibilities.
- 2) During project planning meeting, EnSoftek will present its proprietary DrAgile implementation methodology, which consists of Planning, Analysis, Agile Development, and Support phases, and outline the objectives of each phase.

The EnSoftek implementation team will work with CCBHD staff to identify resources necessary for requirements analysis, setup required meetings to review and finalize project scope, and define acceptance criteria for deliverables. The team will also discuss the initial project plan, review the timelines and finalize the Project Management Plan to be used for the project.

DrCloudEHR project team responsibilities and deliverables:

- Review and align project goals and objectives.
- Review Agile implementation methodologies and project management processes.
- Provide CCBHD with an overview of our approach to implementation, communication, documentation review and change management process.
- Identify tools - such as JIRA and Microsoft Project for accountable productivity and efficiency.
- Establish - project management processes and communication plans, change management, risk management plans.

CCBHD project team responsibilities:

- Identify CCBHD project team members: CCBHD (Project Stakeholders, Project Manager, Functional Staff and System Administrator).
- CCBHD key personnel attend the project kickoff meeting.
- Provide necessary facilities and equipment for project kickoff meeting onsite.
- Review and sign off on project management and communication, change management and risk management plans.

b. Requirement Analysis (Elaboration and Specification Definition)

DrCloudEHR business analysis and configuration specialists will provide a solution overview, review scope of project, conduct workflow assessments, identify and guide in custom development activities (including interfaces) with the DrCloudEHR PM and CCBHD project team.

DrCloudEHR project team responsibilities and deliverables:

- Setup a standard instance of DrCloudEHR to provide solution overview.
- In collaboration with CCBHD project team, conduct scope review and workflow assessments.
- Understand business workflow and processes for various CCBHD programs and identify improvements/ enhancements specific to CCBHD needs.
- Review the client data collection process.
- Outline design and configuration of new solution (product configurations, modifications and integration/interface requirements).
- Develop and document project statement capturing “To-Be” environment and update implementation plan as required for a fully compliant solution.
- Deliver the following documents:
 - Project Plan, Requirements Traceability Matrix and Functional Specification Documents.
 - Data Integration/Interface Specifications Document, Data Conversion and Migration Plan.

CCBHD project team responsibilities:

- End users from different CCBHD programs participate in solution reviews and will be expected to have a solid understanding of the workflows in their area of expertise to answer questions.
- Provide feedback and approve design changes.
- Identify standard operating policies and procedures that will require change.
- Assist in data gathering and identify process improvement.

DrCloudEHR Sandbox Instance

In our experience, this is immensely helpful during requirements analysis and design discussions

2. Implementation (Build & Test)

a. Configuration, Customization and Integration

Using proven processes and methodologies (Agile/SCRUM), and tools such as JIRA and Process Street for accountable productivity and efficiency, EnSoftek will complete necessary design, development and integration of the solution and review/finalize data migration process.

DrCloudEHR project team responsibilities and deliverables:

- Setup DrCloudEHR staging, testing, training and production instances.
- Design and configure of CCBHD program workflows and forms:
 - Client Management; Clinical Workflow; and Billing/revenue cycle configuration.
- Integration/Interface Development.
- Analyze security requirements and ensure compliance.
- Conduct vulnerability and risk assessment for changes requested.
- Provide regular updates - completed or pending actions, status of deliverables, variances from implementation plan, and planned versus actual delivery dates.

CCBHD project team responsibilities:

- Subject Matter Expert staff from various CCBHD programs need to participate in design and configuration and will be expected to have a solid understanding of the workflows and provide data collection requirement.
 - Client Management – patient demographics, new client entry protocols, identify client types, etc.
 - Workflow – identify steps in process, documentation requirements and rules around form completion.
 - Billing/revenue cycle Configuration – service types and their service codes, payer information and credentialing, and revenue reporting requirements.
 - Integration/Interface Development – external systems.
- Review and approve progress and status Reports.

b. Testing

EnSoftek will conduct comprehensive testing, and will configure a testing instance for the CCBHD. Our staff go through the unit, integration, usability, performance and security test phases to ensure that data tables and files have been loaded properly; data is collected, processed and stored correctly; interfaces are fully functional; workflows have been adjusted appropriately; and required reports can be generated accurately and completely.

DrCloudEHR project team responsibilities and deliverables:

- Follow industry standard methods to review and develop types of tests and their purpose.
- Conduct tests planned to be performed and determine if any changes are needed and modify testing plan accordingly.
- Work closely with CCBHD team towards user acceptance testing.

CCBHD project team responsibilities:

- User Acceptance Testing:

- All modules have been implemented and successfully tested as planned.
- All outstanding issues have been resolved to organization's satisfaction.
- User adoption and satisfaction rates reflect goals.

3. Data Conversion

We use the following proven process for data migration:

DrCloudEHR project team responsibilities and deliverables:

- Work with designated CCBHD staff to gather requirements and identify sources from which data will be imported.
 - Get a clear understanding of types of data and the type of access available so we can put a plan in place on how to extract the required information.
 - Develop data preparation processes to ensure any data that can be converted is in a format that DrCloudEHR can support. Apply best practices to:
 - Identify what data needs to be migrated, remove or archive any inactive (moved, deceased, recovered) patients from the system
 - Remove duplicate patient data.
 - Train staff on DrCloudEHR prior to migrating the data so they understand how to use it.
 - Create a CCBHD specific clear workflow document for the processes in DrCloudEHR.
 - Map all required fields by reviewing existing documentation, when possible, if not access databases directly and develop a document mapping the source and destination fields.
 - Use standard export tools, if available, otherwise create export scripts to import the required data into DrCloudEHR.
- Review and import data into a staging environment.
- Perform a series of tests to ensure the import was successful.
- Cleanup any import issues.
- Work with CCBHD to review the data imported and get sign-off.
- Make the data available in production.
- Develop documentation and processes for CCBHD staff to support the effort.

CCBHD project team responsibilities:

- Review how much data is available to convert and how much of that data is needed to be converted.
- Make sure the data being converted is clean and accurate.
- Responsible for extracting data from the current system.
- Assist implementation staff in mapping data fields from old system/process to equivalent field in DrCloudEHR.
- Validation and sign-off – review to verify that the converted data is correct.

4. Knowledge Transfer & Training

DrCloudEHR project team responsibilities and deliverables:

EnSoftek's training philosophy starts with understanding the CCBHD staff experience, expectations, and point of view of how the solution best integrates into current processes and protocols. Our team will work closely with the CCBHD to identify the staff and the role they will play to adapt our training session(s) best suited to their needs. Overall, we will apply multiple strategies to ensure staff receives the training they need, but the underlying principles will still be the same: Tailored classroom sessions, easy to understand documentation, and multiple knowledge transfer sessions. Our training strategy is to ensure designated users are able to use DrCloudEHR with ease and understand the necessary tools and resources they have access to in DrCloudEHR.

The DrCloudEHR user interfaces are intuitive by design, but technology can sometimes present issues to staff whose focus is providing care. EnSoftek believes that proper training is required to enable users to navigate and efficiently use an EHR in the healthcare process flow setting. Thus, we offer two levels of training: Train-the-User and Train-the-Trainer. **Our cost proposal includes Train-the-Trainer option ONLY.**

Train-the-Trainer (included): These sessions are a deeper dive into the system. We will work with CCBHD to pick clinical, financial and administrative "Super Users," staff who are very adept at their designated functions and have strong technology and inter-personal skills. These types of users are generally leaders of their respective groups, and this is whom users select first to get their questions answered. This extensive training program includes:

- Pre-assigned courses for completion and certifications.
- Classroom training to include instruction and hands-on exercises.
- Ongoing additional education and more detailed quizzes.

Train-the-User: This training is generally for the majority of the staff and involves ensuring that selected staff members are able to perform their duties successfully. This will be accomplished utilizing instructor-led and self-directed learning approach. Our goal is to ensure that designated users are able to use DrCloudEHR without requiring much assistance beyond the initial implementation period and possibly when features are added or updated.

DrCloudEHR is a comprehensive system typically requiring multiple learning sessions in the beginning, some guided and some self-directed. Our goal is to ensure staff has required training and access to DrCloudEHR Client Services Team when required.

The following resources are available as part of our knowledge transfer and training:

- Online User Manual - An easy-to-use, in-depth online user manual and topical documentation is available for access right from the application.
- Training guide with any personalized or custom workflows that are created during implementation.
- Videos - An ever-growing library of videos on basic as well as complex tasks.
- National User Groups - Monthly user groups on new releases, updated features, refreshing topics or to address staff-turnover

are available to customers. For specific needs CCBHD would contact their Account Manager to set up additional training sessions. **CCBHD project team responsibilities:**

- Identify super users for train-the-trainer sessions.
- Review and accept training materials and user documentation provided and provide any feedback and requirements.
- Provide training facilities and related equipment.

5. Deployment Approach

EnSoftek Project Manager will develop a transition plan to provide safe and secure uninterrupted access to DrCloudEHR - We will work closely with CCBHD staff to identify a transition approach that works best. It is important to use a transition approach that ensures continuity of operations. EnSoftek recommends a 15-day pilot approach before transition and go-live.

a. 15-Day Pilot Phase

DrCloudEHR project team responsibilities and deliverables:

- Configure DrCloudEHR for 15-day pilot phase with select patients, staff and/or facilities.
- Perform day-to-day CCBHD activities and track results.
- Review results with CCBHD stakeholders during the pilot and update DrCloudEHR as needed.

CCBHD project team responsibilities:

- Dedicate required time and resources to record activity in DrCloudEHR.
- Provide feedback using DrCloudEHR Feedback Loop (JIRA) with appropriate details so EnSoftek can address any open issues satisfactorily.
- Sign-off on successful completion of pilot activities

b. Go Live!

DrCloudEHR project team responsibilities and deliverables:

- Review FINAL system with CCBHD stakeholders, update DrCloudEHR as needed.
- Once approved, setup production instance.
- To avoid down-time, we will migrate data as follows (upon CCBHD approval):
 - Select date and time to cut over to DrCloudEHR, migrate data into DrCloudEHR from legacy systems until the cutover time.
 - After the cut-over, restrict staff access to current systems to avoid unwanted modifications.
 - Run in this mode until staff verifies all data is accessible in DrCloudEHR.

This will enable us to provide effective continuity of operations capabilities and uninterrupted care. Our transition plan approach ensures patients are served without interruption. As with all system lifecycle processes and procedures, EnSoftek staff will be on-site at CCBHD to work with the CCBHD staff to get input in terms of ease of use, navigation, and functionality to identify any deficiencies.

CCBHD project team responsibilities:

- CCBHD staff has completed the required training sessions.
- Staff performs a “patient walkthrough” in DrCloudEHR of a patient visit from beginning to end, with a Q&A session.
- Ensure all CCBHD users have the right access/permissions to DrCloudEHR.
- Ensure CCBHD stakeholders are available for final review, acceptance, and sign-off.

Ongoing

At EnSoftek, our mantra is very simple: “Success lies in making our customers successful.” We are a customer-focused organization that is in proactive communication to address issues/risks/problems as early as possible. DrCloudEHR has a well-established customer support/help desk organization, the DrCloudEHR Client Services (DCS), that provides support to our customers located around the Country (Local/National/Regional level).

DrCloudEHR Client Services (DCS) Team uses ServiceDesk and JIRA (Issues and bug tracking) software for gathering information and troubleshooting issues. All user issues, requests, and suggestions are logged and reviewed by the DCS Team. They track the issue and update the user until it is resolved. Every request received has a priority associated (critical, high, medium, low, minor and trivial) so DCS team can address problems expeditiously. When staff experiences an issue, they can;

- 1) Report using Atlassian JIRA Service Desk 24x7
- 2) Report by emailing support@drcloudehr.com 24x7
 - This email is monitored by our support specialists and responded per SLA
- 3) Call or email their Account Manager per SLA
- 4) Call the main tech support number per SLA

Customers can choose from the following levels of support and SLAs. Basic level support is included with all paid subscriptions.

	Support Team availability and SLA options		
	Basic	Gold	Platinum
Phone	None	Yes	Yes
Email	Unlimited	Unlimited	Unlimited
Time	(M-F, 8AM to 5PM, customer local time)	(M-F, 8AM to 8PM customer local time)	24x5x365
Rate	Included	Additional Cost	Additional Cost

The “Gold” and “Platinum” support options are available for those clients with extended support needs at additional cost. We currently provide 24x5x365 support to multiple clients including Washington County, Oregon.

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract # 6557

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into as of date of last signature below (“Effective Date”) by and between **Clackamas County Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”), Health Centers Division Alcohol and Drug Treatment Program (“Program”) and **Ensoftek, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;

- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity’s knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
- Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C

of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Ensoftek, Inc.

Covered Entity
Clackamas County

By: Ramana Reddy

Digitally signed by Ramana Reddy
DN: cn=Ramana Reddy, gn=Ramana Reddy, o=US
United States, Inc, United States, cn=EnSoftek, Inc,
e=ramana@ensoftek.com
Reason: I have reviewed this document
Location:
Date: 2022-07-01 09:58-07:00

By: _____
Chair

Title: President/CEO

Date: 7/1/2022

EXHIBIT E

DRCLOUDEHR USER AGREEMENT

Master Hosted Web Services Agreement

1. Definitions

- 1.1 "Web Services." DrCloudEHR™ online Electronic Health Records (EHR) service as may be more particularly described on the applicable Order, and any updates or upgrades to our Web Services that may be generally released by us to all customers from time to time. We reserve the right to update and modify the Web Services from time to time.
- 1.2 "Order." A written purchase order signed by the parties in the form of Exhibit C, "Investment Overview" or any official Change Request or other binding Order Confirmation to be attached to this Agreement.
- 1.3 "Affiliate." Any parent or Subsidiary Corporation, and any corporation or other business entity controlling, controlled by or under common control with you.
- 1.4 "Privacy Policy". Our Privacy Policy that may be accessed as follows <http://www.drcloudehr.com/privacy-policy/>. We reserve the right to modify our Privacy Policy from time to time in accordance with its terms.
- 1.5 "HIPAA Regulations." The Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information [45 C.F.R. Parts 160 and 164] promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, modified, or renumbered.
- 1.6 "HITECH Act." The Health Information Technology for Economic and Clinical Health (HITECH) Act, Pub.L. 111-5, Div. A. Title XIII and Title IV of Div. B.) (generally effective February 17, 2010).
- 1.7 "ePHI." The same meaning as the term "electronic protected health information" under the HIPAA Regulations.
- 1.8 "Business Associate Agreement." The same meaning as "business associate" agreement under the HIPAA Regulations, as modified to comply with the Confidentiality of Patient Records Act (as defined below.)
- 1.9 "You" or "your" means Clackamas County.
- 1.10 "Us," "our," "we," or "EnSoftek" means EnSoftek, Inc.

2. Web Services

- 2.1 Subject to the terms and conditions hereof, including without limitation our Privacy Policy and the applicable Qualified Service Organization Business Associate Agreement, we shall provide the nonexclusive, non-transferrable right to use and operate the Web Services to you and your Affiliates during the term of this Agreement in accordance with the applicable Order. The initial Order is attached.
- 2.2 The parties agree to execute the Business Associate Agreement attached as Exhibit A with the understanding that it is the Business Associate Agreement that is applicable to this Agreement.
- 2.3 You will be granted authorized login protocols for the Web Services, and you agree not to use the Web Services in excess of your authorized login protocols. You agree not to access (or attempt to access) the Web Services by any means other than through the login protocols we provide. You agree not to access (or attempt to access) the Web Services through any automated means (including use of

scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on the Web Services.

- 2.4 You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the Web Services or content; (ii) modify or make derivative works based upon the Web Services or content; (iii) "frame" or "mirror" the Web Services or content on any other server or Internet-enabled device, or (iv) reverse engineer, decompile the Web Services or their enabling software for any purpose. You are not authorized to use our Web Services or servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable. The designation of any such materials is entirely at our sole discretion.
- 2.5 Nothing in this Agreement will be deemed to convey any title or ownership interest in the DrCloudEHR Web Services or the Third-Party Programs to the Customer. If suggestions made by Customer are incorporated into subsequent versions of the Web Services or if changes are made to the Web Services through the use of provided configuration tools contained in the Web Services are incorporated into subsequent versions of the Web Services, Customer hereby assigns to EnSoftek all rights Customer may have in changes and to any suggestions, concepts, or improvements concerning the Web Services, or other products and services that may result from Customer communication to EnSoftek.
- 2.6 Availability of Web Services is subject to our Service Level Agreement attached as Exhibit F.

3. Payment Terms

- 3.1 **Invoicing and Payment.** Annual subscription fees begin on contract execution and are payable annually on anniversary date for the full 5-year term with Net 30 terms. All third-party fees begin on first availability or upon Go-Live and are payable with Net 30 terms.
- 3.2 **Fees.** You will pay all fees specified herein this Agreement or an applicable Order. Except as otherwise noted herein or in an applicable Order, (i) fees are based on services and content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 3.3 **Late Charges and Collection Costs.** In the event that any amounts payable hereunder by Customer to EnSoftek are not paid within thirty (30) days of the due date under section 3.1, then the amount otherwise payable shall bear a late charge from and after the date when such amount was due (without regard to any cure period) at a rate which is equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum amount allowed by applicable law, compounded monthly. Services may be suspended pending payment.
- 3.4 **Suspension of Service and Acceleration.** If any amount owed by Customer under this or any other agreement is thirty (30) or more days overdue, EnSoftek may without limiting our other rights and remedies, suspend services until such amounts are paid in full.

4. Ownership

- 4.1 The software and technology used by us to generate and provide the Web Services are protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property rights in this material are owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.
- 4.2 You will be the co-owner of all intellectual property rights in your patient files. We will make available your data in MySQL when requested.

5. Term; Termination

- 5.1 This Agreement may be terminated prior to the expiration of the Term on written notice: (i) By EnSoftek, if Customer fails to pay any amount due hereunder and such failure continues for 30 days after Customer's receipt of written notice of nonpayment; (ii) By EnSoftek, if Customer commits a material breach of any material provision of this Agreement and either the breach cannot be cured or, if the breach can be cured it is not cured by Customer within fifteen (15) days after Customer's receipt of written notice of such breach; (iii) By Customer, if EnSoftek commits a material breach of any warranty set forth in Section 7 and such breach is not cured by EnSoftek in accordance with Section 7.1; (iv) By either party, effective immediately, if the other party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property. Termination of your account includes (i) removal of access to all Web Services, and (ii) deletion of your login protocols. Promptly after the effective date of termination, and upon payment of all outstanding balances, we will send Customer an electronic copy of its Customer Data in an in MySQL format.
- 5.2 The expiration or termination of this Agreement, for any reason, shall not release either party from any liability to the other party, including any payment obligation that has already accrued hereunder.

6. Account-Related Responsibilities

- 6.1 You are responsible for maintaining the confidentiality of your login protocols, and any additional information that we may provide regarding accessing the Web Services. If you knowingly share your login protocols with another person who is not authorized to use the Web Services, this Agreement is subject to termination for cause. You agree to immediately notify us of any unauthorized use of your login protocols or any other breach of security.

7. Limited Warranty; Disclaimers

- 7.1 We warrant that (i) we will undertake commercially reasonable efforts to maximize uptime for the Web Services, except for routine maintenance, and (ii) the Web Services will be free of material defects and will conform to the descriptions provided in the applicable order ("Limited Warranty"). Your sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of material defects and non-conforming Web Services at our expense. Except for the foregoing limited warranty, we disclaim all warranties, both express and implied, including implied warranties respecting merchantability, title, and fitness for a particular purpose.
- 7.2 We represent and warrant that during the term of this Agreement, we will comply with applicable state and federal laws and regulations, including without limitation, HIPAA, HITECH ACT, 42 C.F.R. Part 2, and the Identity Theft protection Act.

8. Consequential Damages Waiver

- 8.1 Except (I) as may be provided in any applicable business associate agreement or the HIPAA regulations or the HITECH act or the confidentiality of patient record act, 42 C.F.R. Part 2, or (II) for obligations regarding confidential information expressly provided herein, in no event shall either party be liable to the other under any theory including contract and tort (including negligence and strict products liability) for any indirect, special or incidental or consequential damages, even if the party causing such damages has been advised of the possibility of such damages.

9. Indemnity; Liability Cap

- 9.1 "**Loss**" or "**Losses**" means (a) all reasonable attorney fees paid or payable by an Indemnitee (as defined in Section 9.2 below) in defense of any claim subject to indemnification under this Section 8, whether prior to, at trial or any other proceeding and in any appeal or other post judgment proceeding; and (b) all sums paid or payable to any other person, including all direct losses and damages (except

as disclaimed in this Agreement), injuries (including personal injury, sickness and death), interest, costs, fines, taxes, premiums, assessments, penalties, expenses, attorney fees (whether incurred prior to, at trial or any other proceeding and in any appeal or other post judgment proceedings) and other liabilities of any kind or nature.

9.2 Indemnification Obligations. Each party (the "Indemnitor") will indemnify, defend, and hold harmless the other party, its Affiliates, and their respective officers, directors, shareholders, employees and agents (jointly and severally, the "Indemnitees") from and against all Losses asserted directly or indirectly by any other person for any actual or alleged: (a) infringement of any trademark, patent, copyright, right of privacy, publicity, name or likeness, or any other intellectual property right of that other person, or misappropriation or unauthorized use or disclosure of any trade secret of another person, by the Indemnitor or any Web Services, goods or services provided by the Indemnitor; (b) defect in the Web Services, goods or services provided by the Indemnitor; (c) negligent act or omission by the Indemnitor; (d) breach of any representation, warranty or covenant in this Agreement, any Order or elsewhere by the Indemnitor; (e) intentional misconduct by the Indemnitor; (f) violation of any applicable law by the Indemnitor; and (g); in each case, whether arising from or in connection with a demand, action, regulatory action, lawsuit, proceeding (including proceedings under the US Bankruptcy Code), judgment, settlement, appeal or other post judgment proceeding and whether asserted in contract, tort, strict liability or otherwise. Clackamas County's obligations under this Section 92 shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300).

9.3 Exceptions. The indemnification obligations described above will not apply to a Loss to the extent that Loss was caused by: (a) the Indemnitees' negligent acts or omissions; (b) the Indemnitees' breach of any representation, warranty or covenant in this Agreement or elsewhere; (c) the Indemnitees' intentional misconduct; (d) the Indemnitees' violation of any applicable law; (e) the Indemnitor's compliance with specifications or detailed instructions submitted by an Indemnitee, but only if the Loss would not have arisen but for that compliance; (f) the Indemnitees' modification of the Web Services, goods or services provided by the Indemnitor without the Indemnitor's consent (other than those modifications contemplated by the Parties); (g) the Indemnitees' use of Web Services, goods or services provided by the Indemnitor in combination with software, goods or services that were not provided or recommended by the Indemnitor or contemplated by the parties, except that this exception will apply only if (i) there are other commercially reasonable non-infringing alternative uses for the Web Services, goods or services provided by the Indemnitor; and (ii) the Loss would not have arisen but for that combination; or (h) the Indemnitees' use of any Licensed Web Services, goods or services after the Indemnitor has furnished to the Indemnitees, at no additional cost, a non-infringing version of the Web Services, goods and services that provide the same or greater functionality and performance as the original Web Services, goods and services.

9.4 Procedure. The Indemnitor's duty to indemnify the Indemnitees under this Section 9 is subject to the Indemnitees' compliance with each of the following conditions:

- a) Notice. The Indemnitees promptly notify the Indemnitor of the Loss (except that the Indemnitees' failure to promptly notify the Indemnitor of a Loss will not limit, impair or otherwise affect the Indemnitees' rights under this Section 9, unless the Indemnitor is prejudiced by that failure, and then only to the extent of the prejudice); and
- b) Authority. The Indemnitees give the Indemnitor full and complete authority (including settlement authority) and reasonable assistance (including reasonable access to information in the Indemnitees' possession) for that defense. However, the Indemnitor's rights under this subsection are contingent on its agreement that it will not settle any claim without the Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the Indemnitees and does not impose any obligations on the Indemnitees.

9.5 Liability Cap. Except for liability arising from or related to (i) any applicable business associate agreement or a violation of the HIPAA regulations or the HITECH act or the confidentiality of patient record act, (ii) a breach of our obligations regarding confidential information provided

herein, (iii) our negligent or willful acts, or (iv) our indemnity obligations set forth above, our aggregate liability, if any, including liability arising out of contract, ~~negligence~~, strict liability in tort or warranty, or otherwise, shall not exceed the the amount of fees paid by the customer under the contract

10. Reciprocal Disclosure of Confidential Information and ePHI

- 10.1 We anticipate that each of us may disclose confidential information to the other. Accordingly, we desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). The Owner retains sole and exclusive ownership of its Confidential Information (defined below).
- 10.2 For purposes hereof, "Confidential Information" means the terms and conditions hereof, and other information of an Owner (i) which relates to Web Services, including non-public and confidential business models and plans, and technical information and data of Owner or its customers or suppliers, (ii) which includes or relates to patient files or patient records, or (iii) which, although not related to the Web Services, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.
- 10.3 Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; or (iv) is independently developed by Recipient without reference to Confidential Information.
- 10.4 Recipient may also receive personally identifiable information, individually identifiable health information or ePHI (together referred to as "Customer's Individually Identifiable Confidential Information" or "CII Confidential Information") in connection with the Web Services. Recipient shall comply with all duties and obligations imposed by the applicable Business Associate Agreement under the HIPAA Regulations, the HITECH ACT, the Confidentiality of Patient Records Act, and any other federal or state regulations governing the disclosure of personally identifiable information, individually identifiable health information or ePHI transmitted to Recipient in connection with the Web Services. Any breach of the applicable Business Associate Agreement by Recipient, or any violation by Recipient of the HIPAA Regulations, the HITECH ACT, the Patient Records Act, or the Oregon Identity Theft Protection Act will be a material breach of this Agreement.
- 10.5 Notwithstanding anything to the contrary contained herein, an Owner may request Recipient in writing to return or destroy the Owner's Confidential Information, and the Recipient agrees to comply promptly, and in the case of destruction, to certify in writing that the destruction has been completed.

11. Export Control

- 11.1 We provide Web Services and use software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control

regulations of Switzerland and the European Union. You acknowledge and agree to comply with applicable export controls.

12. Registration Data

- 12.1 Registration is required for you to establish an account at the Web Services. You agree (i) to provide certain current, complete, and accurate information about you as prompted to do so by our online registration form ("Registration Data"), and (ii) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that your Registration Data is and will continue to be accurate and current, and that you are authorized to provide such Registration Data. You authorize us to verify your Registration Data at any time. If any Registration Data that you provide is untrue, inaccurate, not current or incomplete, we retain the right, in its sole discretion, to suspend or terminate rights to use your account. Solely to enable us to use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised. The Registration Data will not be provided to any third parties and will be protected from unauthorized disclosure to third party.

13. Monitoring

- 13.1 We reserve the right to monitor your access and use of the Web Services without notification to you.

14. Information Security; Security Notice

- 14.1 Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of Customer's link to the Internet.
- 14.2 As part of the Web Services, we shall implement and maintain commercially reasonable and appropriate information security procedures with respect to any of Customer's Individually Identifiable Confidential Information, or pursuant to this Agreement, consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion, and that comply with applicable privacy rights, applicable law and business guidance issued by any federal or state regulatory agency to protect personally identifiable information, individually identifiable health information or ePHI. Without limiting any other provision in this Agreement, EnSoftek will not allow any other of its customers to view any information or data of Customer, its patients, employees, suppliers, licensors or licensees.
- 14.3 Unless resulting from the failure of EnSoftek and its affiliate companies to perform the obligations specified in Section 10 and Section 14.2 above, the parties agree that we shall not be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to us at the time and should not have reasonably been known to us in EnSoftek's risk assessment.
- 14.4 We will promptly report to you any unauthorized access to your data promptly upon discovery by us, and we will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense.

15. Miscellaneous

- 15.1 **Publicity.** Neither party shall use the other party's trademarks, service marks, trade names, logos, symbols or brand names, or otherwise issue or release any announcement, statement, press release or other publicity or marketing materials relating to the existence or subject matter of this Agreement, or

the relationship between the parties, in each case, without the prior written consent of the other party.

15.2 **United Nations Convention of Contracts.** The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

EXHIBIT F
SERVICE LEVEL AGREEMENT

Service Level Agreement

1. Definitions

- 1.1 "Service Level" The measurements upon which the quality of Web Services is measured.
- 1.2 "Basic Service Level" Any Service Level set forth in this Agreement or an applicable Order that is not a Critical Service Level.
- 1.3 "Critical Service Level" Any Service Level that is described as "critical" in this Agreement or an applicable Order.
- 1.4 "Uptime" Measure of the time the Web Services are working and available.
- 1.5 "Downtime" Any period where the Web Services are not available to the end users, regardless of reason.
- 1.6 "Exempt Downtime" Downtime where the parties have previously agreed upon the time and duration of such Downtime. Only Downtime occurring during such previously-agreed period shall be deemed to be Exempt Downtime. Exempt downtime will include unscheduled internet outages.
- 1.7 "Unscheduled Downtime" All Downtime that is not Exempt Downtime.
- 1.8 "Active User" – All users are considered active and billable unless marked as Inactive in the DrCloudEHR™ User Management Console.

2. Procedures

The establishment of Service Levels will be accomplished as follows:

- 2.1 **Commencement.** Service Levels are established as provided herein and will be measured starting on the "go live" date for the Web Services. Service Level reporting will be put into effect starting on the "go live" date for the Web Services.
- 2.2 **Service Level Changes.** The Parties may agree to add, delete or modify Service Levels. All such changes must be mutually agreed to in writing. Should new technology or improved measurement capabilities be deployed by EnSoftek that impact the Service Level reports, EnSoftek and Customer will agree upon a new measurement process and amend this Exhibit as appropriate. Should EnSoftek and Customer agree to implement a new reporting mechanism, EnSoftek and Customer will establish new Service Levels to be aligned with the new reporting mechanism.
- 2.3 **Downtime Incident Reporting.** Upon receipt of a written request from Customer for a prior calendar month requesting information regarding a specific instance of Downtime, EnSoftek will provide Customer with a related incident report from which Customer may determine any Downtime.
- 2.4 **Excused Failures.** Failure to meet Service Levels will not be deemed to be a failure by ENSOFTEK if one of the following conditions exist: (i) the failure is mutually agreed not to be the fault of ENSOFTEK; (ii) the failure of Customer to carry out relevant obligations causing the failure; (iii) failure of equipment not provided by or maintained by EnSoftek; or (iv) Force Majeure Events.

3. Service Level Metrics

In addition to any Service Levels described in detail in the Order, and unless these Service Levels are expressly modified in the Order, the following Service Levels are deemed to be default metrics and will apply to the Agreement.

- 3.1 **Uptime.** The Uptime for the Web Services shall be up at 99% of the time, excluding Exempt Downtime, as calculated for each calendar month.
- 3.2 **Backups.** EnSoftek uses standard operating procedures to backup all ePHI data and documents on a regularly scheduled basis to prevent data loss. An electronic copy of the data and documents will be provided upon Customer request.

4. Support Level Metrics

Support Services will be performed (i) by EnSoftek subject to the terms and conditions of the Master Hosted Services Agreement.

- 4.1 EnSoftek will maintain the then current version of the DrCloudEHR solution in substantial conformance with its Specifications as amended from time to time by EnSoftek, and with applicable Federal regulatory requirements and laws. EnSoftek will use commercially reasonable efforts to either:
 - i. Correct any reproducible Problems or Defects in the then current or immediately prior release of DrCloudEHR solution which prevent it from operating in substantial conformance with the Specifications and applicable Federal regulatory requirements; or
 - ii. Provide a commercially reasonable alternative that will substantially conform with the Specifications and applicable Federal regulatory requirements and laws.
- 4.2 Customer will make requests for Support Services by giving EnSoftek written notice specifying a Problem or Defect in the DrCloudEHR solution. In making a verbal request for Support Services, Customer will provide EnSoftek within twenty-four (24) hours after such verbal notice with such written information and documentation as may be reasonably prescribed by EnSoftek.
- 4.3 On a timely basis EnSoftek will also provide Customer with such updates as are distributed without charge to other similar Customers which reflect modifications and incremental improvements made to the DrCloudEHR solution by EnSoftek;
- 4.4 EnSoftek will make technical support personnel available from 9:00 a.m. to 5:00 p.m., Customer local time Monday through Friday, exclusive of EnSoftek holidays.
- 4.5 If reasonable analysis by EnSoftek indicates that a reported Problem or Defect is caused by a problem related to Hardware used by Customer, the hardware's system software, or applicable software other than the DrCloudEHR solution, or Customer's misuse or modification of the DrCloudEHR solution, EnSoftek's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the DrCloudEHR solution. Customer will, at EnSoftek's option, pay EnSoftek for the cost of analyzing the reported problem at EnSoftek's then prevailing time-and-materials rate.
- 4.6 The initial term for provision of Support Services for DrCloudEHR solution will coincide with the whole Subscription time the DrCloudEHR solution is made available to Customer provided that Customer is current on all outstanding invoices per the terms and conditions outlined in the Master Hosted Services Agreement.
- 4.7 Absent a bona fide dispute, if Customer fails to pay for Hosted Subscription Services when due, EnSoftek may refuse to provide Support Services until Customer makes payment of all Charges due.
- 4.8 All reported support service requests will be acknowledged within 8 business hours of receipt.
- 4.9 If analysis by EnSoftek indicates that a reported problem is caused by a reproducible Problem or Defect, EnSoftek will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

Priority	Definition
1–Critical	<p>Priority 1: will be assigned when the DrCloudEHR solution or a material DrCloudEHR solution component is non-operational as a result of a defect [in Production environment only] such as:</p> <ul style="list-style-type: none"> • The Production system cannot be accessed or utilized in any capacity • A direct patient safety issue is present • A DrCloudEHR solution defect. <p>Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days.</p> <p>Customer's Commitment:</p> <ul style="list-style-type: none"> • This case Priority must be submitted directly to the EnSoftek Support department. • Customer provides specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 2.

<p>2–High</p>	<p>Priority 2: will be assigned to Production defects that result in functions that have a significant negative impact on daily operations. A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within four (4) business days.</p> <p>Customer’s Commitment:</p> <ul style="list-style-type: none"> • Customer provides specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 3.
<p>3–Medium</p>	<p>Priority 3: will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business days.</p> <p>Customer’s Commitment:</p> <ul style="list-style-type: none"> • Customer provides specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be downgraded to Priority 4.
<p>4–Low</p>	<p>Priority 4: will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade/change requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business days except for upgrade/change requests. For upgrade/change requests, customer will be sent a change request form in a reasonable time frame. Such requests will be added to Engineering pipeline for implementation once EnSoftek receives the signed form from the customer.</p> <p>Customer’s Commitment:</p> <ul style="list-style-type: none"> • Customer provides specific, detailed information required for troubleshooting/ investigation. • Customer provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate Customer resources, the case will be closed following our Case Closure Notification policy.

5. Termination Option for Chronic Problems

5.1 Either party may terminate this Agreement and without liability or penalty by notifying the other party within ten (10) days following the occurrence of either of the following: (i) Customer experiences more than five (5) Unscheduled Downtime periods in any three (3) consecutive calendar month period; or (ii) Customer experiences more than eight (8) consecutive business hours of Unscheduled Downtime due to any single event. Such termination will be effective immediately after receipt of such notice by the terminating party.

6. Suspension

6.1 If EnSoftek is materially hampered in fully performing hereunder for any reason outside of EnSoftek’s reasonable control including without limitation any Force Majeure Event (all of which events are herein called "Disability") Customer may suspend use of the Web Services and its obligations to make subscription fee payments to EnSoftek during the period of such Disability.

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____