

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 10, 2014 AGENDA ITEM NUMBER: 10


SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN FORSYTH COUNTY AND CAROLINAS IT, INC. FOR THE PURCHASE, INSTALLATION, MAINTENANCE, AND UPDATING OF LICENSED CUREMD SOFTWARE PRODUCTS TO FACILITATE THE PROVISION OF SERVICES BY THE DEPARTMENT OF PUBLIC HEALTH (DEPARTMENT OF PUBLIC HEALTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE:  COUNTY MANAGER DATE: November 4, 2014

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN
FORSYTH COUNTY AND CAROLINAS IT, INC. FOR THE PURCHASE,
INSTALLATION, MAINTENANCE, AND UPDATING OF LICENSED CUREMD
SOFTWARE PRODUCTS TO FACILITATE THE PROVISION OF
SERVICES BY THE DEPARTMENT OF PUBLIC HEALTH
(DEPARTMENT OF PUBLIC HEALTH)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached contract between Forsyth County and Carolinas IT, Inc. in the amount of \$61,399 for the purchase, installation, maintenance, and updating of licensed CureMD Software Products to facilitate the provision of services by the Department of Public Health from September 8, 2014 to June 30, 2015, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract #2015-0244-00 is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute on behalf of Forsyth County, subsequent contracts or contract amendments with this provider for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this the 10th day of November 2014.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made and entered into this 8th day of September, 2014 by and between Forsyth County, North Carolina (the "County"), party of the first part; and Carolinas IT, Inc. (the "Provider"), party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as:

Provider shall license CureMD software, to Forsyth County, and shall install, maintain and update the Software regularly. Provider's installation shall include data migration, custom form generation, implementation and training. The terms and conditions and quote, attached hereto as Attachment 1, are incorporated herein by reference.

II.

The services of the Provider shall begin on September 8, 2014 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2015 provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$61,399.00 payable as services are rendered, upon receipt by the County of proper documentation that the services has been provided in accordance with this agreement.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands

and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by Carolinas IT, Inc."
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting on October 23, 2006.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA


By: 
Health Director

Date: 9/9/14

By: _____
County Manager

Date: _____

PROVIDER

By: 

Printed Name: William Adsit


Date: 9/10/2014

Title: Director HIT Division

Tax ID number: 56-1971850

Address: 1600 Hillsborough St. Raleigh

Attachment 1

		Client Name: Forsyth County Department of Public Health	Date: August 7, 2014	Page 1
Client Proposal (Purchase)				
Software Applications		Client Hosted		
Practice Management (Scheduling, Registration, Billing)		✓		
Electronic Medical Records (Clinical documentation, workflow, specialty content)		✓		
Document Management (Document scanning/archiving)		✓		
Electronic Prescriptions (Surescripts Gold Certified, Formulary, Rx History)		✓		
Patient Portal (Registration, Appointment Requests, Rx Refills, Lab Results)		✓		
CureConnect EDI (Eligibility, Claims, Electronic Remittance Advice)		✓		
Executive Management Reporting (Administrative, Clinical, Financial)		✓		
Text-Messages (Broadcast Alerts, Reminders)		✓		
Software License Fees				
Master License - Clinic Site Fee (If applicable)		TBD		
Master License - Integrated Central Enterprise Fee (If applicable)		TBD		
1st Full Time Billing Provider		\$10,000		
Additional FT Billing Providers (Each)		\$5,000		
Additional PT and Non-billing Providers (Each)		\$2,500		
System Implementation Services				
Implementation, Database Configuration, Practice Set-up		✓		
EDI Set-up & Provider Enrollment		✓		
Online Training package 1 for 1st Provider (20 hrs. online)		✓		
Online Training package 2 for each Add'l Provider (10 hrs. online)		✓		
Online Training package 3 for each PT/Non-billing Provider (5 hrs. online)		✓		
Data Migration, Conversion, Validation		Optional		
System Implementation Services Fees (Per Provider)				
Master License - Clinic Site Setup (If applicable)		TBD		
Master License - Integrated Central Enterprise Setup (If applicable)		TBD		
1st Full Time Billing Provider		\$7,000		
Additional FT Billing Providers (Each)		\$4,000		
Additional PT and Non-billing Providers (Each)		\$2,500		
Terms & Conditions				
<p>The CureMD Client Hosted Solution is an all-inclusive, fully integrated suite of CureMD application software products. Each provider will receive a pre-packaged implementation and training program priced on a per provider basis. This is a one-time license purchase contract with an annual renewable software maintenance and support agreement payable at the start of each annual renewal period. All software licenses remain active as long as the annual support and maintenance contract remains current. In addition, each client will purchase the requisite implementation and training package priced on a per provider basis. Additional professional services (i.e. training) may be purchased at the clients discretion.</p> <p>Optional Services: All one-time and monthly optional services will be billed separately and are not considered part of the core CureMD Client Hosted Software Solution Suite. Early termination of these services will not result in any early termination penalties.</p> <p>Note: All monthly subscription and/or collection fees are to be paid by ACH or automatic Credit Card EFT authorization. By signing this proposal the client accepts the terms and conditions of CureMD "End User License & Services" agreement available at http://www.curemd.com/eula.htm</p>				

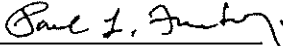


Client Proposal (Purchase)		Investment Summary	
Optional Services	Quantity	Cost	Subtotals
Additional On-line Training (2-hr session)	0	\$350.00	\$0.00
Data Migration, Conversion, Validation <i>(incl. demographics, insurances, referring providers, fee schedules, appointments)</i>	1	\$3,000.00	\$3,000.00
Discrete Reportable Transcription <i>(Per Minute Charge billed monthly)</i>	0	\$1.40	\$0.00
Patient Statements <i>(each: Printing, Enveloping, Postage billed monthly)</i>	0	\$0.75	\$0.00
Electronic Fax <i>(initial one-time setup per line)</i>	0	\$125.00	\$0.00
1.) \$45 monthly - Includes 500 pages billed monthly (\$0.10/page extra)	0	\$45.00	\$0.00
2.) \$125 monthly - Includes 1500 pages billed monthly (\$0.10/page extra)	0	\$125.00	\$0.00
3.) \$199 monthly - Includes 3000 pages billed monthly (\$0.08/page extra)	0	\$199.00	\$0.00
4.) \$450 monthly - Includes 7500 pages billed monthly (\$0.08/page extra)	0	\$450.00	\$0.00
Custom Forms Generation <i>(Bright Futures - 1-time fee)</i>	0	\$750.00	\$0.00
CureConnect (ED) Fees <i>(per provider/month billed monthly)</i>	2	\$100.00	\$200.00
Optional Hosting @ CITI Raleigh Datacenter <i>(\$200/mo./provider)</i>	0	\$150.00	\$0.00
Database Server and Setup <i>(per location-1-time fee)</i>	1	\$499.00	\$499.00
Licensing, Training & Maintenance	Quantity	Cost	Subtotals
Master License (One time fees)			
Clinic Site License	1	\$15,000.00	\$15,000.00
Integrated Central Enterprise <i>(if applicable)</i>	0	\$0.00	\$0.00
Provider Licenses (One time fees)			
Client Hosted 1st FT Providers	1	\$10,000.00	\$10,000.00
Client Hosted Additional FT Providers <i>(each)</i>	1	\$5,000.00	\$5,000.00
Client Hosted PT & Non-billing Providers <i>(each)</i>	1	\$2,500.00	\$2,500.00
Implementation and Training Package (One time fees)			
Master License - Clinic Site Setup <i>(if applicable)</i>	0	\$0.00	\$0.00
Master License - Integrated Central Enterprise Setup <i>(if applicable)</i>	0	\$0.00	\$0.00
Client Hosted 1st FT Providers <i>(training package 1)</i>	1	\$7,000.00	\$7,000.00
Client Hosted Additional FT Providers <i>(training package 2)</i>	1	\$4,000.00	\$4,000.00
Client Hosted PT & Non-billing Providers <i>(training package 3)</i>	1	\$2,500.00	\$2,500.00
Additional On-line Training <i>(2-hr dev/ session plus applicable charges)</i>	1	\$1,500.00	\$1,500.00
Annual Software Maintenance & Support <i>(20% Annual fee)</i>	1	\$5,900.00	\$5,900.00
Totals (Proposal pricing valid for 30 days)			Totals
Master License			\$15,000.00
Provider Licenses			\$17,500.00
Implementation and Training Package Fees			\$19,500.00
Annual Maintenance & Support <i>(Billed annually separately)</i>			\$5,900.00
Optional Services One-time Fees			\$3,499.00
Total Initial Investment (Includes 1st year of Software Maintenance & Support)			\$61,399.00
25% deposit with contract, 25% due on start of training, 25% due on practice management go live, 25% due @ EMR go live			
Optional monthly payment plans available			
Services Monthly Fees (EDI + Hosting... Billed monthly separately)			\$200.00
Practice Name: Forsyth County Dept of Public Health Telephone: 336-703-3317- 3103			
Address: 799 Highland Ave City: Winston Salem State: NC Zip: 27101			
Client Authorized Signature		CureMD Authorized Signature	
By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>		
Please Sign Here		Please Sign Here	
Name: <u>Public Health Director</u>	Name: <u>William Adsit</u>		
Please Print Name & Title		Please Print Name & Title	
Date: <u>9/9/14</u>	Date: <u>9/10/2014</u>		

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

10/21/2014

Date


Director of Finance