

0150-10977-0004


TRANSMITTAL

TO The City Council	DATE 06/01/2022	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT

Professional Services Agreement with CorrecTek, Inc. to provide electronic health records software and hosting services to manage medical records at City correctional care facilities.

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).

Please see the City Administrative Officer report attached.



MAYOR
(Andre Herndon for)

MWS:RR:11220124t

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 5-27-22	C.D. No. All	CAO File No.: 0150-10977-0004				
Contracting Department/Bureau: Personnel Department		Contact: Sherry Cox (213) 473-9122 Michael Daco (213) 473-9195					
Reference: Personnel Department transmittal dated February 7, 2022; referred by Mayor for report on March 3, 2022.							
Purpose of Contract: To provide electronic health records software and hosting services to manage medical records at City correctional care facilities.							
Type of Contract: (X) New contract () Amendment	Contract Term: June 9, 2022 through June 8, 2027						
Contract/Amendment Amount: \$446,060							
Proposed amount \$446,060 + Prior award(s) \$0 = Total \$446,060							
Source of funds: General Fund							
Name and Address of Contractor: CorrecTek, Inc. 1640 McCracken Blvd., Paducah, KY, 42001							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: No responses				14. CA Iran Contracting Act of 2010			X

RECOMMENDATION

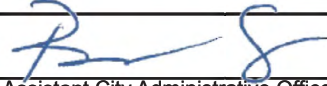
That the Council approve, and authorize the General Manager of the Personnel Department to execute, the Professional Services Agreement with CorrecTek, Inc. with a five-year term effective June 9, 2022 through June 8, 2027 and a total expenditure authority not to exceed \$446,060, subject to approval as to form by the City Attorney.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Personnel Department (Department) requests authority to execute the proposed Professional Services Agreement (Agreement) with CorrecTek, Inc. (Contractor) to provide electronic health records software and hosting services to manage medical records at City correctional care facilities (Services). The proposed Agreement provides a five-year term effective June 9, 2022 through June 8, 2027 and a total expenditure authority not to exceed \$446,060 (\$89,212 annually) over the term of the contract.

The scope of work provided under the proposed Agreement includes providing:

- Licensing for an electronic health records system containing a fully integrated electronic medication administration recording and reporting system;

Robert Roth			
RR	Analyst	11220124	Assistant City Administrative Officer

- Maintenance services for the electronic health records software;
- Annual hosting and Cloud-based internet access services; and,
- Technical support and software upgrades.

The Contractor has been providing these Services for the City under contract C-129413, which expires on June 8, 2022. Due to the need for the Contractor's services to be provided on an ongoing basis, a ratification clause is included in the Agreement to allow the Contractor to continue providing services prior to the execution of this Agreement.

The Department selected the Contractor based on a competitive process initiated in 2021. In accordance with Charter Section 1022, the Department determined that City employees do not have the time or expertise to develop the software required in this Agreement. The Contractor has complied with all applicable City contracting requirements. In accordance with Los Angeles Administrative Code (LAAC) Section 10.5(a), City Council approval of the Agreement is required because the contract term exceeds three years. In accordance with Executive Directive No. 3 (Villaraigosa Series), the approval of the Mayor is required because the total compensation exceeds \$25,000.

FISCAL IMPACT STATEMENT

Funding is provided in the Personnel Department's Contractual Services account within the line item titled "Electronic medical records for City jails" which is budgeted \$117,000 in the 2021-22 Budget and the upcoming 2022-23 Adopted Budget. Approval of the proposed recommendation will not result in an additional fiscal impact to the General Fund.

FINANCIAL POLICIES STATEMENT

As budgeted funds are available to support the proposed expenditures in the current year, and future year expenditures are limited to the appropriation of funds in the budget, the recommendation of this report complies with the City's Financial Policies.

**BOARD OF CIVIL SERVICE
COMMISSIONERS**

Room 360, PERSONNEL BUILDING

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PRESIDENT

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**CITY OF LOS ANGELES
CALIFORNIA**



ERIC GARCETTI
MAYOR

PERSONNEL DEPARTMENT

PERSONNEL BUILDING
700 EAST TEMPLE STREET
LOS ANGELES, CA 90012

—
Wendy G. Macy
GENERAL MANAGER

February 7, 2022

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

**Subject: REQUEST FOR REVIEW AND APPROVAL OF PROPOSED
PROFESSIONAL SERVICES AGREEMENT WITH CORRECTEK, INC.**

In accordance with Executive Directive No. 3, attached for your review and approval is a draft Professional Services Agreement (“Agreement”) between CorrecTek, Inc. (“Contractor”) and the City of Los Angeles Personnel Department (“City”) to provide electronic health records software licensing and hosting services.

Background

The City operates three correctional facilities and desires to maintain its electronic medical records (“EMR”) system for recording medical treatments (“MTs”) provided to Los Angeles Police Department (“LAPD”) arrestees.

A Request for Proposals (“RFP”) was released on March 2, 2021, seeking firms to provide the required EMR system. The Personnel Department received and evaluated three (3) proposals.

Staff from the Personnel Department, Medical Services Division reviewed and found the Contractor’s proposal complete and acceptable for the services needed, determined that Contractor, by virtue of its extensive experience and background, is qualified to provide the unique and specialized services, and that the Contractor has the equipment and staff to provide the necessary services immediately required by the City. Accordingly, the Contractor was selected as the winning bidder to provide the services described in the RFP.

Scope of Services

Under the terms of the Agreement, the Contractor will provide the following services:

- Provide licensing to an electronic health records system containing a fully integrated electronic medication administration recording application and a reporting system with document management capabilities
- Provide maintenance services for the electronic health records software
- Provide annual hosting and Cloud access services

- Provide 24/7/365 Technical Support and Software Upgrades

Contract Term

The term of the Professional Services Agreement is for five years from June 9, 2022 through June 8, 2027, subject to the termination provisions in the contract and availability of City budgeted funds.

Compensation

The City's total obligation shall not exceed \$446,060 for the life of the Agreement for complete and satisfactory performance of the services in accordance with the terms of the Agreement.

Contract Compliance

The Contractor's compliance documentation statuses are as follows:

- Disclosure Ordinance is current
- Equal Benefits and First Source Hiring Ordinance is current
- Contractor's insurance certificate has been requested

The headquarters address for this Contractor is as follows:

CorrecTek, Inc.
1640 McCracken Blvd.
Paducah, KY 42001

The draft professional services agreement has been reviewed by the City Attorney as to form and language.

Fiscal Impact

Funding for this Agreement is provided in the Personnel Department Budget, Fund No. 100, Contractual Services Account No. 003040, with no additional impact on the General Fund.

Recommendation

That the City Council authorize the General Manager of the Personnel Department, or designee, to execute a Professional Services Agreement with CorrecTek, Inc. to provide electronic health records software licensing and hosting services for five years from June 9, 2022 through June 8, 2027, and total maximum compensation not to exceed \$446,060 for the life of the Agreement.

Please contact Michael Daco at (213) 473-9195 with any additional questions.

A handwritten signature in blue ink, appearing to read "W. Macy", with a long horizontal line extending to the right that ends in an arrowhead pointing towards the word "for".

Wendy Macy
General Manager

Attachment

ec: Robert Roth, CAO

PROFESSIONAL SERVICES AGREEMENT

Contractor: CORRECTEK, INC

**Regarding: Electronic Medical Records Software and
Hosting Services**

Said Agreement is Number: _____

Professional Services Agreement

CORRECTEK, INC.

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- Attachment A – Business Associate Agreement
- Attachment B – Standard Provisions for City Contracts (Rev. 10/21 [v.4])
- Attachment C – Confidentiality Agreement
- Attachment D – Scope of Work
- Attachment E – Fee Schedule

**PROFESSIONAL SOFTWARE LICENSE AND SERVICE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
CORRECTEK, INC.**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through its Personnel Department ("Department") and CorrecTek, Inc., with reference to the following:

RECITALS

1. City operates three correctional facilities and desires to maintain its electronic medical record ("EMR") system for recording medical treatments ("MTs") provided to Los Angeles Police Department ("LAPD") arrestees;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in Department's best interest to secure a qualified contractor to accomplish the aforementioned services;
3. The services required are of an expert and technical nature and are temporary and occasional in character; therefore, competitive bidding under Charter Section 371 is neither practicable, nor advantageous, nor consistent with the interests of City;
4. City, pursuant to Charter Section 372, issued a Request for Proposals (RFP) on March 2, 2021, seeking firms to provide the required EMR system and found Contractor satisfied the required qualifications and experience to provide the type of service required by City;
5. Contractor has represented that it has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
6. City and Contractor wish to enter into an Agreement pursuant to which Contractor shall perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the promises, covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

ARTICLE A – PURPOSE AND SCOPE

1. Purpose. The purpose of Contractor’s work under this Agreement is to grant the City a license to access and use the EMR System and all constituent components. Subject to payment of applicable license fees, Contractor grants City a non-exclusive and non-transferable license to use the executable code version of the Software and accompanying Supporting Resources (as those are described in **Attachment D, Scope of Work**, which is hereby incorporated into this Agreement by reference), according to the terms and conditions of this Agreement.
2. Services to be provided. As directed by City, Contractor agrees to provide hosting, maintenance, and support services, as provided in **Attachment D, Scope of Work**, and perform such other functions as further articulated in this Agreement.
3. Modifications. Any modifications in the terms and/or conditions to this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both City and Contractor. If Contractor performs any modification without a written amendment, City shall neither pay for, nor be obligated to accept said modification.

ARTICLE B – NOTICES AND TERM

1. Representatives of the Parties and Service of Notices
 - 1.1 The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications will be given are as follows:
 - 1.1.1 The representative of City will be, unless otherwise stated in the Agreement:

Wendy G. Macy
General Manager
Personnel Department
700 E. Temple Street, Room 305
Los Angeles, California 90012

With copies to:

Joanne O'Brien, Medical Services Administrator
City of Los Angeles, Personnel Department
Medical Services Division
520 East Temple Street
Los Angeles, CA 90012
Phone: (213) 473-7033
Fax: (213) 473-3776

1.1.2 The representative of Contractor will be:

Erich Perry, Project Manager
CorrecTek, Inc.
1640 McCracken Blvd.
Paducah, Kentucky, 42001
Phone: (866) 438-3671, ext. 258

- 1.2 Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by email, personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or date email is sent.
- 1.3 If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Section 1.2 within five (5) business days of said change.
2. Time of Performance. The term of this Agreement will commence on June 9, 2022 and will end on June 8, 2027 subject to the termination provisions herein and availability of City budgeted funds.
- 2.1 Ratification Clause. Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

ARTICLE C – DATA SECURITY AND PRIVACY

1. Data Ownership. As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

2. Data Protection

- 2.1 Contractor shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data.
- 2.2 Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care and not less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.
- 2.3 Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- 2.4 At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

3. Compliance with Privacy Laws. Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

4. Confidential Information. Contractor understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City's representative. This section shall remain in effect after the termination of this

Agreement until such time as the Confidential Information has been released by City. Contractor must submit a signed copy of the **Confidentiality Agreement**, that is attached hereto as **Attachment C**, and incorporated herein, and require it from each subcontractor. The provisions of this subsection shall survive expiration or termination of this Agreement.

5. Provision of Data. Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.
6. Data, Development, and Access-Point Location. Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.
7. Data Breach. Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data ("Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, system outage, instability, or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security

Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security

7.1 Data Breach Liability. If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

8. Firewalls and Access Controls

8.1 Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

8.1.1 Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;

8.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

8.1.3 Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

8.2 Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:

8.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

8.2.2 Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

8.2.3 Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

8.3 Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data.

9. Right of Audit by City. Without limiting any other audit rights of City, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time and without notice, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program.
10. Written Information Security Policy. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.
11. Change in Service. Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security or performance of the services. **Contractor is responsible to City for unauthorized access under the Business Associate Agreement as Attachment A and incorporated by reference in its entirety.**

ARTICLE D – PAYMENT AND INVOICING

1. Payment Terms and Deliverables. City's total obligation under this Agreement shall not exceed \$446,060 for the term of this Agreement for complete and satisfactory

performance of the terms of this Agreement as provided in **Attachment E, Fee Schedule**.

2. Limitation of City's Obligation to Make Payments to Contractor. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

3. Invoicing

3.1 Invoicing

3.1.1 Invoices must be submitted by email to:

Lorrie Dacuma, Management Analyst
Personnel Department, Medical Services Division
520 E. Temple Street, Room 125
Los Angeles, California 90012
Lorrie.dacuma@lacity.org

3.1.2 To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

3.1.3 Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:

- i. Name and address of Contractor
- ii. Name and address of City department being billed
- iii. Date of invoice and date service was completed
- iv. Agreement number or authority (purchase order) number
- v. Task Order or Notice to Proceed
- vi. Description of completed task and amount due for task, including:
 - a) Name of personnel working on task
 - b) Hours spent on task and timesheet supporting charges (if applicable)

- c) Rate per hour and total due
 - vii. Original manufacturer's invoice for items where the cost or cost plus is supported by the contract
 - viii. Certification by a duly authorized officer
 - ix. Discount and terms (if applicable)
 - x. Remittance Address (if different from Contractor's address)
- 3.1.4 All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within thirty (30) days of service, or monthly, and will be payable to Contractor no later than 30 calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer. Notwithstanding the foregoing, City shall not be responsible for, and Contractor waives the right to seek, any late fees, late charges, penalties, and/or interest.
- 3.1.5 Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.
- 3.1.6 Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- 3.1.7 ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

ARTICLE E – REPRESENTATIONS AND WARRANTIES

1. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses. Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession,

doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

2. Compliance with Statutes and Regulations. Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

ARTICLE F – STANDARD PROVISIONS FOR CITY CONTRACTS

1. Business Associate Agreement. Contractor shall abide by the Business Associate Agreement, which is attached hereto as **Attachment A** and incorporated herein by reference.
2. Standard Provisions for City Contracts. Contractor agrees to, and shall comply with, the **Standard Provisions for City Contracts (Rev. 10/21 [v.4])**, which are attached hereto as **Attachment B** and made a part hereof as though fully set forth herein.
3. Disclosure of Border Wall Contracting. Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 et seq., “Disclosure of Border Wall Contracting.” City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE G – MISCELLANEOUS

1. Insurance. Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to **Attachment B, Standard Provisions for City Contracts (Rev. 10/21 [v.4])**. The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days’ prior written notice by the respective insurer to City.
2. Separation Assistance. In the event of separation, Contractor shall provide separation assistance to City to facilitate separation. Contractor shall further guarantee elimination from Contractor's services of all City Data upon separation.
3. Contractor’s Personnel & Subcontractors. Except as expressly provided in Subsection 3.1 below, Contractor shall use its own employees to perform the services described in this Agreement. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do

so by City. City reserves the right to have Contractor replace any project personnel with equally or better qualified staff upon submitting written notice to Contractor. In addition, City reserves the right to approve in advance any changes in project personnel or levels of commitment by Contractor to the project.

- 3.1 Subcontractors. Contractor may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. City does not have any obligation to pay subcontractors and nothing herein creates any privity between City and the subcontractors or is intended to create a third-party beneficiary in any subcontractor.
4. Non-Exclusive Agreement. Contractor understands and agrees that this is a non-exclusive Agreement to provide services to City and that City has entered into contracts with other contractors and will continue to do so. City may terminate this Agreement and use any of the contractors with whom City has current or future contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.
5. Contractor's Interaction with the Media; Publicity. Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.
6. Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.
7. Amendments to Agreement. Any changes in the terms of this Agreement, including changes in the services to be performed by Contractor, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.
8. Notice of Delays. Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.
9. Entire Agreement. This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the parties. No verbal agreement or conversation with any

officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

10. Order of Precedence. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Professional Services Agreement take precedence, followed by **Attachment A, Business Associate Agreement**, followed by **Attachment B, Standard Provisions for City Contracts (Rev. 10/21 [v.4])**, followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____
WENDY G. MACY
General Manager
Personnel Department

Date: _____

CORRECTEK, INC.

By: _____
DAN JARRETT
Principal and President

Date: _____

CORRECTEK, INC.

By: _____
KIM SPINK
Finance Administrator

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
BRENT NICHOLS
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

* Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number: _____

[2020 REVISED TEMPLATE]

BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** (the “Agreement”), is made as of the ____ day of _____, 20__ (the “Effective Date”), by and between **CorrecTek, Inc.**, on behalf of itself and its subsidiaries and affiliates, (the “Business Associate”) and **the City of Los Angeles, Personnel Department, Medical Services Division Custody Medical Care** (“Covered Entity”) (collectively the “Parties”) to comply with the privacy and security standards required under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), adopted by the U.S. Department of Health and Human Services and as amended January 25, 2013, [45 C.F.R. Parts 160, 162 and 164; Volume 78 Fed. Reg. No. 17, Pages 5566 through 5702, January 23, 2013] and, in order to satisfy the electronic storage requirements of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as “HITECH”), and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate will provide **electronic health records** as stipulated in _____ (refer to the underlying Contract with the City or an MOU **if** the agreement is between governmental entities; Contract/MOU No. ____ here) _____ the “Contract”;

WHEREAS the Covered Entity and Business Associate have entered into the Contract under which the Covered Entity will need to disclose to Business Associate certain “Protected Health Information” (“PHI”) that is subject to protection under HIPAA and HITECH;

WHEREAS, HIPAA requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. DEFINITIONS

Terms used in this Agreement, but not otherwise defined, shall have the meaning ascribed by the Final HIPAA Regulations and the HITECH Act, as amended as of January 23, 2013.

1. **Breach** means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of 45 C.F.R. Part 164.
2. **Business Associate** (“BA”) shall have the meaning ascribed in 45 C.F.R. § 160.103 and refers to **CorrecTek, Inc.** for purposes of this Agreement.

3. **Contract** means Los Angeles City Contract Number _____ by and between the City of Los Angeles and CorrecTek, Inc. with includes performing the activities related to **electronic medical records.**
4. **Covered Entity** (“CE”) means the **Personnel Department Medical Services Division, Custody Medical Care,** of [the City of Los Angeles, a Hybrid Entity.
5. **Designated Record Set** means a group of records maintained by or for a Covered Entity that are: (i) medical records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record system maintained by or for a health plan; and/or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a Covered Entity.
6. **Health Care Component** (“HCC”) means those portions of the Hybrid Entity, which perform HIPAA-related activities by performing certain medical services for inmates residing in City jail facilities.
7. **HITECH Act** (“HITECH”) means the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.
8. **HIPAA Final Regulations** means 45 C.F.R. Parts 160, 162 and 164 as amended on January 23, 2013 and effective on March 23, 2013 but only to the extent it applies to a Covered Entity, Hybrid Entity and/or Business Associate.
9. **Hybrid Entity** (“HE”) means, for purposes of this Agreement, the City of Los Angeles, a single legal municipal entity that is (i) a Covered Entity; (ii) whose business activities include both covered and non-covered HIPAA functions; and (iii) that has designated its **Personnel Department Medical Services Division, Custody Medical Care,** along with other portions of the City of Los Angeles, as a HHC pursuant to 45 C.F.R. § 160.103.
10. **Individual** means the person who is the subject of the Protected Health Information as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
11. **Protected Health Information** (“PHI”) means the Individually Identifiable Health Information (“IIHI”) described in 45 C.F.R. § 160.103 that is transmitted

electronically; maintained electronically; or transmitted or maintained in any other form or medium.

12. **Required by Law** means mandate contained in law that compels a use or disclosure of PHI under 45 C.F.R. § 164.512(a)(1) and (2).
13. **Secretary** means the Secretary of the Department of Health and Human Services or their designee under 45 C.F.R. § 160.103.
14. **Security Incident: any use or disclosure of information not provided for by this “Agreement” of which the BA becomes aware, including breaches of unsecured protected health information as defined by 45 C.F.R. § 164.402.**
15. **Subcontractor** means a person or entity that, creates, receives, maintains or transmits protected health information on behalf of the business associate. (45 C.F.R. 160.103(3)(iii))

B. DISCLOSURE OF PHI TO BUSINESS ASSOCIATE

In connection with the services provided by BA to or on behalf of CE, described in this Agreement, CE may disclose PHI to BA for **the purpose of enabling the Business Associate to securely provide, store, and maintain electronic medical records and respond to subpoenas and records requests pertaining thereto.**

BA shall comply with its obligations under this Agreement and with all obligations of a BA under HIPAA, HITECH, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. Specifically, the BA will comply with all the obligations and assume the liability for failure to do so as provided for in the Final Rules reflected in the Federal Register, Vol. 78, No. 17, commencing at Page 5677, dated, January 25, 2013 which implements among other things Section 13401 of HITECH.

C. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CRF §164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the

extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity. [45 C.F.R. § 164.504(e)(2)(i)]
5. **Covered Entity will make a determination as to whether a use or disclosure of Protected Health Information by Business Associate is a Breach within the meaning of 45 C.F.R. 164.402 necessitating notification under 45 C.F.R. 164.404, 164.406 and 164.408.**

D. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Administrative Simplification to the extent applicable to business associates.

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law, except as necessary to **provide electronic medical records** as described in this Agreement and the Contract to or on behalf of the Covered Entity. These activities include a review of selected records and may include the transmitting or receiving of PHI, as may be required from time to time, to other business associates or covered entities on behalf of Covered Entity. Business Associate shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
 - (a) Provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Final Rules and this Agreement;
 - (b) Obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associates of any

instances of which it is aware in which confidentiality of the PHI has been breached;
and

- (c) **Notification to Covered Entity.** Agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules within 72 hours of discovery of the improper use or disclosure. The determination as to whether a use or disclosure for a purpose not provided for by this Agreement is a Breach within the meaning of 45 C.F.R. 164.402 shall be determined by the Covered Entity using the criteria determined in 45 C.F.R. 164.402 (2)(i)-(iv) after Business Associate notifies covered entity of the use or disclosure of the Protected Health Information.
 - (d) **Breach Notification.** Business Associate agrees to follow 45 C.F.R. 164.410 after first notifying Covered Entity of the use or disclosure not provided by this agreement and Covered Entity makes a determination that a breach has occurred pursuant to paragraph C(5) of this Agreement.
 - (e) For purposes of the Breach Notification provision in 45 C.F.R. 164.410, Business Associate, in this Agreement is not the agent of Covered Entity.
2. **Data Aggregation.** In the event that Business Associate works for more than one Covered Entity, Business Associate is not permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Administrative Simplification.
 3. **De-identified Information.** Business Associate may use and disclose de-identified health information if (i) the use is disclosed to Covered Entity in writing and permitted in writing by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 CRF §164.514(a) and (b).
 4. **Safeguards.** Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI (“ePHI”) it creates, receives, maintains, or transmits on behalf of Covered Entity.
 5. **Minimum Necessary.** Business Associate shall attempt to ensure that all uses and disclosures of PHI which pertain to the billing or operations of the CE are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that

is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will, in the event any Individual delivers directly to Business Associate a request for access to PHI, in order for Covered Entity to respond to such Individual, forward such request to Covered Entity in order to meet the requirements of 45 CFR §164.524(a)(1). Under the HIPAA Final Rules Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. [45 C.F.R. § 164.524(b)(2).] Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the HIPAA Administrative Simplification.

 - (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make the Designated Record Set available to Covered Entity for amendments to PHI pursuant to 45 CFR §164.526.

- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 CFR §164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the HIPAA Final Rules Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the **six (6)** years prior to the request (not including disclosures prior to the compliance date of the HIPAA Administrative Simplification and shall be provided for as long as Business Associate maintains the PHI).
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Administrative Simplification expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Security Incident. Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware within 72 hours of discovery of the security incident.

E. TERM AND TERMINATION

1. Term. The Term of its Agreement shall be effective as of the Effective Date of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (b) Immediately terminate this Agreement and the Contract if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
 - (a) Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information and shall confirm, in writing, to the Covered Entity that all Protected Health Information has been returned to the Covered Entity or destroyed and the method of destruction.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon discovering that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

F. MISCELLANEOUS

1. Indemnification.

- (a) To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' and/or subcontractor's duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.
- (b) Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action described in F(1)(a) above, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.
- (c) These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

- 2. Mitigation. If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach, and bear any such related costs.

3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E. 3 (Effect of Termination) of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representatives as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Joanne O'Brien, Medical Services Administrator
Los Angeles Personnel Department
520 E. Temple Street
Los Angeles, California 90012
(213) 473-7037
(213) 473-3789 Fax

And:

Lorrie Dacuma, Management Analyst
Los Angeles Personnel Department
520 E. Temple Street
Los Angeles, California 90012
(213) 473-7039
(213) 473-3789 Fax

If to Business Associate:

Business Associate
Dan Jarrett, President, CEO
CorrecTek, Inc.
1640 McCracken Blvd.
Paducah, Kentucky 42001
(866) 438-3671

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary; however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any City department or office in a manner consistent with the HIPAA Rules. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure or misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
16. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

SIGNATURE PAGE ON NEXT PAGE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

CORRECTEK, INC.

By: _____
WENDY G. MACY
General Manager
Personnel Department

By: _____
DAN JARRETT
Principal and President

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
BRENT NICHOLS
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Personnel Department

Date: 02/06/2020

Agreement/Reference: Correctional Care Electronic Health Records RFP

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)		Limits
		WC <u>Statutory</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	EL <u>\$1,000,000</u>

<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles & all of its Agencies, Boards & Departments (Additional Insured)</u>		Limits
		<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct <small>³¹ Coverage to include Fiduciary</small>	

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)		Limits
		<u>\$5,000,000</u>
Discovery Period <u>See Note #3</u>		

<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)		Limits
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Fine Arts - Cover value of exhibit	

<input type="checkbox"/> Pollution Liability		Limits

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other:

- 1) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
- 2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.
- 3) Coverage to include Fiduciary Liability (if applicable), Errors & Omissions, Cyber Liability and Data Breach

Professional Services Agreement

CORRECTEK, INC.

Attachment C – Confidentiality Agreement

I _____, (hereinafter referred to as “Contractor”), have entered into a contract (hereinafter referred to as the “Agreement”) with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as “City”).

I will provide temporary services to City and as part of these services I will have access to confidential information. “Confidential Information” includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City’s Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Professional Services Agreement

CORRECTEK, INC.

Attachment D – Scope of Work

Contractor shall:

Provide the City a System with no less than the following functionalities:

1. Integration

a. Offender Management

- i. The software shall support integration with offender management software.
- ii. The software shall support a bi-directional interface with offender management software.
- iii. The software shall support the automatic importation of patient demographic data from offender management software.
- iv. The software shall support the automatic creation of new patients in City systems based on demographic data sent from offender management software.
- v. The software shall support the automatic update of patient demographic fields for existing patients in City system based on the demographic data sent from offender management software.
- vi. The software shall support the automatic importation of patient movement records from offender management software.
- vii. The software shall maintain the current location of patients based on the importation of patient movement records from offender management software.
- viii. The software shall support the automatic importation of patient photographs from offender management software.
- ix. The software shall maintain an audit trail of the raw data sent by the offender management software.
- x. The software shall support real-time importation of data from the offender management software.
- xi. The software shall support the importation of data using the SFTP protocol from offender management software.
- xii. The software shall support importation of data using shared folders (SMB) from offender management software.
- xiii. The software shall support the importation of data using web services from offender management software.

b. HL7 Labs

- i. The software shall integrate HL7 compliant laboratory software systems.
- ii. The software shall have the ability to receive laboratory results in an HL7 compliant file format.
- iii. The software shall have the ability to send laboratory requisitions in an HL7 compliant file format.
- iv. The lab result received by the software shall be automatically assigned to the proper patient in the EMR database without any human involvement.
- v. The individual lab result values shall be stored as discrete values for later reporting and graphing.
- vi. The software shall have user definable fields and records with lab results fields in the same report so that in-house lab results may be stored as user definable fields to be combined with lab results that may come from outside laboratory testing vendors.

- vii. Any abnormal lab results noted from outside laboratory testing vendors shall also be noted by the system as such.
- viii. The system shall have a mechanism for tracking and reporting on whether or not follow-ups have been done with the patient for each lab result set.
- ix. Lab results shall be fully integrated within out EMR system and each patient's chart.
- c. Bi-Directional Pharmacy
 - i. The software shall support a formulary import.
 - ii. The software shall integrate with pharmacy software systems.
 - iii. The software shall automatically send medication orders or prescriptions to pharmacy software systems.
 - iv. The software shall automatically receive notification that a medication order or a prescription has been filled or not filled.
 - v. The software shall include inventory routines, and shall automatically adjust inventory levels as medications are received from the pharmacy.
 - vi. The software shall have the ability to support barcode information from the pharmacy.
 - vii. The software shall send patient security classifications to the pharmacy.
- 2. Software Capabilities
 - a. Scalability
 - i. 1. The software shall be scalable from a capacity point-of-view, meaning that it shall support an unlimited number of patients and medical records and is only restricted by the natural constraints of existing hardware.
 - ii. The software shall support the simultaneous usage of the software by dozens (even hundreds) of users assuming the hardware it runs on is capable of such volume.
 - iii. The software shall support large capacity storage devices such as terabyte hard drives and/or SAN disk arrays.
 - iv. The software shall be scalable from an information management point-of-view. Examples shall include, but not be limited to, complex disease management protocols, means of rapid data entry of sophisticated documentation, advanced reporting and trending for outcome-based medicine, tracking of new types of information using user definable records, and so on.
 - b. Security
 - i. The EMR systems shall offer the ability to lock records once the user electronically "signs off" on the record.
 - ii. The records shall be able to be amended after being locked.
 - iii. The software shall contain security features.
 - iv. The software shall enforce username and password checking before the user can begin using the software.
 - v. The software shall require that users have a unique username.

- vi. Users shall be assigned to a group where each department is then assigned specific privileges or security clearances.
 - vii. The systems shall recognize administrator or super-users that can administer security routines.
 - viii. The system shall record every change in user and group setting in an audit log.
 - ix. Every log in and log out of the system shall be recorded in an audit log.
 - x. The system shall have the ability to prevent a given user from seeing patients, as specified by Personnel.
 - xi. The system shall have the ability to restrict access to each discrete record by group. (A user shall be a member of a specific group to see a specific patient's record such as a lab test or appointment.)
 - xii. The system shall allow users to be members of more than one group at the same time.
 - xiii. The system shall support an unlimited number of users.
 - xiv. The system shall support an unlimited number of departments.
 - xv. The system shall include audit trails of data creation and modification for sensitive and critical data such as provider dictation, medication administration, sensitive user definable fields, etc.
 - xvi. The system shall support keeping audit logs indefinitely and shall be configurable to administrator/ super-users.
 - xvii. The system shall support running client software in a terminal services environment.
 - xviii. The system shall run on Microsoft Windows' operating systems for workstations and servers.
- c. Integrated System
- i. The vendor's software, as demonstrated, shall be sold as one complete package at one price. (The software shall not be sold piecemeal where additional modules each have an additional cost.)
- d. Document management
- i. The software shall have document management capabilities.
 - ii. The software shall allow old medical records to be scanned into the EMR system.
 - iii. The software shall allow outside medical records to be scanned into the EMR system.
 - iv. The software shall support the automated importation of scanned images via bar codes separator pages, file naming conventions, and/or web services.
 - v. The software shall store scanned images in their native file format.
 - vi. The software shall support all major Microsoft Windows file formats such as .tif, .jpg, .pdf.
 - vii. The software shall support patient identifying photographs.

- viii. The software shall support digital photographs for items such as disease progression, abuse documentation, etc.
 - ix. The software shall support the storage of sound files.
 - x. The software shall support the storage of video files.
 - xi. The access of the document management files (e.g. scanned-in images and photographs) shall be seamlessly integrated into the EMR system. (The user shall not have to manually start up another program to view document management files.)
 - xii. The software shall have a path for unlimited growth of the number and size of document management files except for the natural limits imposed by hardware capabilities.
 - xiii. The document management files shall be stored and organized separately from the clinical database(s) such that backups and disaster recovery can be streamlined and implemented using common commercially available backup software.
 - xiv. The document management files shall still be available for use should the City choose to discontinue and uninstall the EMR software.
 - xv. The EMR shall house the patient's chart and give medical staff easy access to old paper medical charts and other outside information that was scanned or entered via electronic fax.
- e. Patient Demographics
- i. The software shall store patient demographic fields such as name, address, city, state, zip, etc.
 - ii. The software shall store correctional specific patient demographic information such as booking numbers or tag identification numbers.
 - iii. The software shall store correctional specific patient demographic information such as aliases, tattoos, and gang affiliations.
 - iv. The software shall allow that patients can be 'searched' or 'queried' for based on standard demographic information (name, address, etc.).
 - v. The software shall allow that patients can be 'searched' or 'queried' for based on correctional specific fields, such as booking numbers or tag identification numbers.
 - vi. The software shall allow that patients can be 'searched' or 'queried' for based on third party identification numbers such as hospital account numbers.
 - vii. The software shall allow patient demographic information to be automatically populated into the EMR via integration with offender management software.
 - viii. The software shall store digital photographs to help identify patients.
 - ix. The software shall be able to assign the same correctional specific identification numbers to that patient if a patient is re-admitted multiple times to a facility.

- x. The software shall be able to assign a new correctional specific identification number to the same patient, but retain previous numbers assigned from previous incarcerations, if a patient is re-admitted multiple times to a facility.
 - xi. The software shall be able to create ad-hoc reports to find all patients with missing demographic information (such as missing ID number or last names).
 - xii. The software shall keep a log of all changes made as well as who made the changes and when they are made to patient demographics.
 - xiii. The software shall allow and 'guarantor' to be entered and assigned to each patient.
 - xiv. The software shall allow for mass communications to be mailed or emailed to patient guarantors for such things as patient financial statements of general policy letters.
 - xv. The software shall keep track of a patient's previous addresses and phone numbers.
 - xvi. The software shall allow for an unlimited number of phone numbers to be assigned to one patient.
 - xvii. The software shall allow for an easy consolidation of those two patients into one, if two patients entered into the software are later discovered to be the same patient.
 - xviii. The software shall support the exportation of demographic information into other third party software systems such as offender management or laboratory testing systems.
 - xix. The software shall allow for users to easily distinguish between active patients and discharged patients.
 - xx. The software shall allow for patient demographic information to be viewed in a read-only format by users who are not authorized to update the information.
 - xxi. The software shall allow for the unlimited classifications of patients for tracking patient provenance.
- f. Patient Movement
- i. The software shall track the movement of patients within the correctional facility.
 - ii. The software shall track patient movements in real-time.
 - iii. The software shall automatically build a dictionary on in-facility locations (e.g. patient cells) based on patient movement records imported from the offender management system.
 - iv. The software shall display the current location of the patient on any screen that displays the patient name.
 - v. The software shall automatically update the current location of the patient in real time as the patient is moved in the facility.
 - vi. The software shall automatically record that a patient is discharged and not that the patient has temporarily left the facility.

- vii. The software shall be able to run proximity reports based on patient movements to determine which patients have been in contact with other patients to help with such things as infectious disease control and/or the movement of contraband.
 - viii. The software shall be able to run exhaustive proximity reports to not only determine which patients have been in contact with each other via intermediary patient contact.
 - ix. The software shall be able to track a responsible party (e.g. correctional officer) for each patient movement so that ad-hoc reports can be created to see all patient moves that a particular party has been responsible for.
 - x. The software shall auto-sequence them in the proper order based on time-of-day, if patient movements are received out-of-sequence from the offender management system.
 - xi. That software shall keep the raw data of the patient movements so that any potential problems with the offender management software can be diagnosed.
- g. Medication Tracking (MAR)
- i. The software shall include a Medication Administration record (MAR) component.
 - ii. The MAR shall be fully integrated into the EMR software so that the EMR records are accessible from within the MAR at any time. (The MAR routines shall not be a separate software module potentially purchased and/or developed by another vendor.)
 - iii. All patient information (e.g. demographic, financial, scheduling, clinical, and document management) shall be available from the software's MAR.
 - iv. The software's MAR shall be fully paperless and does not require that any information be printed to paper to function.
 - v. The software's MAR shall track the administration of every medication or pill.
 - vi. The software's MAR shall support PRN or "Keep On Person" medications.
 - vii. The software's MAR shall provide the ability to revoke "Keep On Person" medications.
 - viii. The software shall end all medication orders and revoke all KOP medications when a patient is released.
 - ix. The software shall allow for the limitation of PRN medication.
 - x. The software shall allow the underlying medication order or prescription to be available for access directly from the MAR.
 - xi. The software's MAR shall display the patient's photograph on all patient specific screens for easy confirmation of the proper patient receiving the proper medication.
 - xii. The software's MAR shall use color to quickly identify such things as whether or not a patient has received a required dose at a required time.

- xiii. The software's MAR shall display all medications and doses in a grid format similar to a paper-based layout of one month per page.
- xiv. The software shall allow previous and future months of information on the MAR to be easily and quickly accessible.
- xv. The software shall allow "drill down" within the MAR to access all dosage or detailed medication information without leaving the MAR.
- xvi. The software's MAR shall support "pill box" administering of medications. That is, the patients shall all come to a centralized location to receive their medications.
- xvii. The software's MAR shall support "med-pass" administering of medications. That is, all patients remain in their cells and a staff member moves from cell to cell to administer medications.
- xxviii. The software's MAR shall be able to easily organize information (either from a report or by other means) for all patients such that the order that the patients are accessed in the AR corresponds to the order of the patients in their cells.
- xix. When "med-pass" administering, but the patient is not in the cell or refuses to take the medication, the software's MAR shall allow to quickly record the reason why the medication was not given.
- xx. When "med-pass" administering, the software's MAR shall also allow other tasks to be performed and recorded (such as taking vitals, administering TB tests, drawing blood, etc.) in the EMR system without leaving the MAR screens.
- xxi. When "med-pass" administering, the software's MAR shall allow patient requests, "To-Do" requests, Orders, etc. in the EMR system without leaving the MAR screens.
- xxii. The software's MAR shall support off-shift administering.
- xxiii. The software's MAR shall allow for an unlimited number of shifts and shift descriptions.
- xxiv. When a new medication order or prescription is entered, the software's MAR shall automatically assign an administration time frame and shift(s).
- xxv. The software's MAR shall support non-consecutive or unusual dispensation patterns such as Monday, Wednesday, Friday, or once per week, or twice per month, etc.
- xxvi. The software's MAR shall support the dispensation of medications outside of the assigned dispensation pattern.
- xxvii. The software's MAR shall automatically compute a stop date based on the medication start date.
- xxviii. The software's MAR shall allow for the discontinuation of a medication and it be color coded as such for easy viewing by the user.
- xxix. The software's MAR shall integrate with outside pharmacies for automated medication orders.

- xxx. The software's MAR shall update inventory levels as medications are administered.
- xxxi. The software's MAR shall track patient signatures for medication orders and individual medication doses.
- xxxii. The software's MAR shall support "pill box" administering of medications. That is, the patients shall all come to a centralized location to receive their medications.
- xxxiii. The software's MAR shall support "med-pass" administering of medications. That is, all patients remain in their cells and a staff member moves from cell to cell to administer medications.
- xxxiv. The software's MAR shall be able to easily organize information (either from a report or by other means) for all patients such that the order that the patients are accesses in the AR corresponds to the order of the patients in their cells.
- xxxv. The software's MAR shall track patient signatures for medication orders and individual medication doses.
- xxxvi. The software's MAR shall contain an audit log that shows who and when an entry was created and modified.
- xxxvii. The software's MAR shall have report available to track any and all medication and dosage fields.
- xxxviii. The software's MAR shall have reports available to see which patients did not receive any medication for a given time frame.
- xxxix. The software's MAR shall have reports available to see which patients are due to have their medications (prescriptions) renewed or refilled.
 - xl. The software's MAR shall support an easy to use formulary process.
 - xli. The software's MAR shall have the ability to include a picture of the patient on the MAR.
 - xlii. The software's MAR shall have a viewable dosage history by scrolling on the MAR.
 - xliii. The software's MAR log can be viewed to show pharmacy interface.
 - xliv. Software shall allow documentation of medication administration. It shall be interactive by patient location and current medication, allergies, photographic recognition, barcode recognition of patient and medication identification, and the ability of biometric technology to verify patient identification based on a fingerprinting system. The EMR shall allow the medical staff to easily access the patient chart during a med pass without having to leave the individual's MAR.
 - xliv. Treatments and orders shall be available for the medical staff to perform and document on the MAR by shift and location.
- h. Treatment Administration Record (TAR)
 - i. The software shall include an Order-based Treatment Record (TAR)

- ii. The software's TAR shall allow orders to be created for patients within the EMR system.
- iii. The software's TAR shall allow orders to be assigned to individual staff members.
- iv. The software's TAR shall allow orders to be assigned to departments (groups of related staff members).
- v. When orders are executed, the software's TAR shall be able to automatically create another order. For example, if an order is completed to "Give a TB Test" the completion of that order shall automatically create an order to "Read a TB Test."
- vi. The software's TAR shall be able to allow for the completion of one order to have multiple possible endings, each of which can automatically create multiple additional orders; such as the system allowing for decision making support in such things as chronic disease management, admission of new patients, etc.
- vii. The software's TAR shall be able to track best-case and worst-case target dates.
- viii. The software's TAR shall be able to allow for work to begin on an order immediately after it is created.
- ix. The software's TAR shall be able to prevent an order from being started until a specific time frame occurs and/or a specific amount of time has passed from the creation of the order
- x. The software's TAR shall be able to cancel orders.
- xi. The software's TAR shall be able to allow for order reports to be created so that such things as all open orders for specific departments or all past-due orders can be viewed.
- xii. The software's TAR shall be able to allow for dictionaries of standing orders to be built and categorized for rapid order selection and creation.
- xiii. The software's TAR shall be able to order targets dates to be tied to the patient's birth date.
- xiv. The software's TAR shall be able to insert other clinical records such as vital signs records, lab tests, or document management files into the order as documentation of the order.
- xv. The software's TAR shall be able to support the "approval" or "sign-off" of the order by the requesting authority such as the physician or supervisor.
- xvi. The software's TAR shall have the workflow reports available.
- xvii. The software's TAR shall have a standard set of orders.
- xviii. The software's TAR shall have site specific orders that shall be supported.
- xix. The software's TAR shall be able to allow for staff members to create orders on behalf of, and at the request of authority figures such as physicians or managers.
- xx. The software's TAR shall contain an audit log that shows who and when every entry was created and modified.

- xxi. The software's TAR shall be able to allow all orders (open or complete) to be accessible by the user for an individual patient from within the MAR system.
 - xxii. The software's TAR shall be able to support verbal orders.
 - xxiii. The software's TAR shall be able to automatically cancel/discontinue orders when a patient is discharged.
 - xxiv. The software's TAR shall be able to support a utilization management process for orders.
 - xxv. Software shall contain an electronic Treatment Administration Record that supports both standing and ad-hoc orders. The TAR shall be accessible during MedPass and shall allow the user to view the patient chart without leaving the TAR.
 - xxvi. Orders shall be assigned to individuals or departments. Completed orders can trigger additional order creation. Supports approval and sign-off processes and the ability to insert clinical information within an order. All activity is recorded in the system by user and time.
- i. Clinical Capabilities
- i. The software shall be able to track active and inactive medications for patients.
 - ii. The software shall be able to auto-update active and inactive medications automatically from medication orders/prescriptions created within the system.
 - iii. The software shall be able to track active and inactive medications from sources outside the correctional facility such as specialists, health departments, and the patient's family (over the counter drugs).
 - iv. The software shall be able to track current problems (e.g. diabetes, hypertension, dyslipidemia, etc.) for a patient.
 - v. The software shall be able to track current problems using a standardized coding system such as the ICD-9/ICD-10 disease classification systems.
 - vi. The software shall be able to support start, continue, and stop dates for current problems.
 - vii. The software shall be able to track current problems based on ICD-9/ICD-10 codes, and shall be able to auto-assign current problems to patient visits for billing and reporting purposes.
 - viii. The software shall be able to track allergies for patients.
 - ix. The software shall support start, continue, and stop dates for allergies.
 - x. The software shall be able to allow comments on current medications, problems, and allergies.
 - xi. The software shall be able to track a "past medical history" for patients.

- xii. The software shall be able to update the past medical history by multiple data entry methods such as templates, voice dictations, and/or copy-paste from other software packages (e.g. Microsoft Word).
- xiii. The software shall be able to support patient visits or encounters.
- xiv. The software shall be able to support an encounter record provider documentation in free-text format.
- xv. The software shall be able to support encounter documentation to be entered using redefined template phrases for rapid data entry.
- xvi. The software shall be able to support encounter documentation to be entered using voice dictation.
- xvii. The software shall be able to auto-paste information such as vital signs, past medical history, active medications, etc. into encounter documentation.
- xxviii. The software shall be able to assign Medicare audit points to template phrases so the encounter documentation shall be able to be audited to ensure compliance with Medicare coding guidelines and level of Evaluation & Management (E/M) coding selection.
- xix. The software shall be able to use different sets of encounter documentation templates.
- xx. The software shall be able to share encounter documentation templates with different providers.
- xxi. The software shall be able to use image files as a part of the patient's documented encounter.
- xxii. The software shall be able to record vital signs apart from the encounter record.
- xxiii. The software shall be able to record multiple vitals sign records to be entered for the same patient on the same day.
- xxiv. The software shall be able to track a patient's weight.
- xxv. The software shall be able to track a patient's height.
- xxvi. The software shall be able to compute a patient's body mass index (BMI) based on the patient's weight & height.
- xxvii. The software shall be able to compute a body surface area based on the patient's weight and height.
- xxviii. The software shall be able to track a patient's blood pressure.
- xxix. The software shall be able to track a patient's pulse.
- xxx. The software shall be able to track a patient's respiration.
- xxxi. The software shall be able to track a patient's temperature.
- xxxii. The software shall be able to note reasons for failure to record vital signs.
- xxxiii. The software shall allow vital signs to be reportable fields.
- xxxiv. The software shall be able to run reports for vital signs recorded both on and apart from encounter records.
- xxxv. The software shall allow the encounter record to support the assignment of ICD- 9/ICD-1 O diagnosis codes.

- xxxvi. The software shall allow the encounter record to support the assignment of CPT procedure codes.
- xxxvii. The software shall allow the encounter record to support the assignment of the most current mental health codes such as DSM V.
- xxxviii. The software shall be able to link diagnosis codes to procedure codes.
- xxxix. The software shall be able to assign modifiers to CPT codes.
 - xl. The software shall be able to assign an attending provider to the encounter record.
 - xli. The software shall be able to assign a referring provider to the encounter record.
 - xl.ii. The software shall be able to assign more than one referring provider to the encounter record.
 - xl.iii. The software shall be able to assign a supervising provider to the encounter record.
 - xl.iv. The software shall be able to assign an EMT/Paramedic to the encounter record.
 - xl.v. The software shall be able to assign a third party payer such as an insurance company, Medicare, or Medicaid to the encounter record.
 - xl.vi. The software shall be able to assign multiple insurance companies ordered by priority to the encounter record.
 - xl.vii. The software shall be able to assign dollar amounts to the procedures codes on the encounter record.
 - xl.viii. The software shall be able to assign multiple fee schedules such as the Medicare fee schedule to procedure codes to document the cost of care provided by the correctional facility over a period of time.
 - xl.ix. The software shall have the entire CPT/ICD-9/ICD-10/HCPSC codes available for inclusion.
 - I. The software shall be licensed by the AMA to legally distribute the CPT/ICD-9/ICD-10/HCPSC codes.
 - li. The software shall be able to assign location to the encounter record.
 - lii. The software shall be able to support referral records to track the referral of a patient to another healthcare provider or organization for care.
 - liii. The software shall have a dictionary of referral types created for the rapid entry of a new referral.
 - liv. The software's referral record shall be able to track healthcare provider by both the "referred to" and "referred by."
 - lv. The software shall be able to support the creation of requisition records to track the request of a provider for services to be performed by another staff member.

- lvi. The software shall be able to automatically send lab orders to in-house or outside laboratory vendors whenever a requisition is entered.
 - lvii. The software shall be able to create a dictionary of requisition types for the rapid entry of a new requisition.
 - lviii. The software's requisition record shall be able to track the ordering provider.
 - lix. The software's requisition record shall be able to track the completion date and time.
 - lx. The software shall be able to generate workflow reports for any requisition field to track such things as all pending requisitions, all requisition of a specific type, all requisitions for a given patient classification, etc.
 - lxi. The software shall be able to support the creation of treatment protocols for disease management.
- j. Inventory
- i. The software shall include inventory capabilities.
 - ii. The software shall allow for inventory routines to be fully integrated within the EMR system.
 - iii. The software shall allow for inventory items to be directly tied to procedure codes such that the assignment of a procedure.
 - iv. The software shall allow for items to be directly tied to medication orders/prescriptions such that the creation and/or administering of a medication automatically reduces the inventory level for that item.
 - v. The software shall allow for items to be directly tied to procedure codes such that the assignment of a procedure code to an encounter automatically reduces the inventory level for that item.
 - vi. The software shall support inventory level reorder points.
 - vii. The software shall support inventory level minimum and maximum quantities.
 - viii. The software shall maintain breakdowns of vendor quantity/ cost.
 - ix. The software shall support creation purchase orders of inventory items of a given vendor.
 - x. The software shall be able to assign vendor item codes to inventory.
 - xi. The software shall have standard reports available to track all aspects of inventory management.
 - xii. The software shall allow for adjustments and notation if a discrepancy is found between the system count and an actual physical count.
 - xiii. The software shall have an integrated inventory function that allows the facility to track on-hand medications, sharps, and other medical equipment.
 - xiv. The software shall be interactive with prescriptions, orders, and other procedures which utilize inventory items and deduct the appropriate amount.

- xv. Inventory items shall be tracked by facility and in-facility locations.
- xvi. The software shall have a purchase order function that interfaces with the inventory function to track items ordered, purchased and received.

k. Reporting

- i. The software shall allow for reports to be run for one patient, some patients, or all patients.
- ii. The software shall allow for report to be run for current patients and patients no longer in the reportable field(s).
- iii. The software shall store every field of importance into the EMR system as a reportable field.
- iv. The software shall be able to store report definitions and be scheduled to run at specific times and regular intervals.
- v. The software shall be able to save the report output within the EMR system for viewing at a later time.
- vi. The software shall allow users to "drill-down" on reports to the underlying records represented by the report output.
- vii. The software shall allow information on reports to be exported to text files.
- viii. The software shall allow information on reports to be printed.
- ix. The software shall be able to graph numeric information on reports to be graphed with an integrated graphing component.
- x. The software shall allow information on reports to be exported to Microsoft Excel.
- xi. The software shall allow information on reports to be exported to Microsoft Word.
- xii. The software shall be able to create management-by-exception reports by filtering report output on specific field values such as lab values greater or lesser than certain values, systolic or diastolic blood pressure values that are too high or too low, medication orders that are past a target date, patient requests that have not been honored that are several days past due, etc.
- xiii. The software shall be able to create summary reports that hide detail but display such things as how many patients with a specific condition are in the correctional facility, the amount of work performed by a specific nursing department, the number of medication orders of specific drug type prescribed by a specific doctor, etc.
- xiv. The software shall be able to create reports where the output is color-coded based on specific criteria to highlight items of interest.
- xv. The software shall be able to create and restrict report creation by department and security clearance.
- xvi. The software shall be able to categorize the reports by site specific categories.

l. Word or HTML Documents

- i. The software shall integrate with professional document creation

- ii. The software shall integrate with Microsoft Word to allow authorized users to do such things as perform mail merger functions, generate patient consent forms, generate patient request forms, generate patient education materials, etc.
 - iii. The software shall have the capability to generate professional documents that use information from within the software.
 - iv. The EMR system shall have every field available for merging into a Word or HTML document.
 - v. The software shall be able to create complex template document files and EMR field relationships to be set-up by authorized users so that other users can quickly perform the automatic creation of professional documents containing EMR data with a minimum of effort and thinking.
 - vi. The software shall be able to store in the patient's chart every document generated on behalf of that patient.
 - vii. The software shall integrate with Microsoft Excel so that authorized users may export report output into Excel spreadsheets.
 - viii. The software shall have the ability to merge data from multiple sources to one spreadsheet.
 - ix. The software shall integrate with Microsoft Outlook.
 - x. The software shall be able to send multiple emails based on report output data, through its integration with Microsoft Outlook.
 - xi. The EMR shall be able to take the information medical staff enters and merge that information into the required Word and Excel Documents that are sent offsite to other facilities, hospitals, etc.
 - xii. The EMR shall house required forms and other documents that shall be sent to other facilities such as transfer summaries, releases of information, or other applicable forms.
- m. Communication with Other Correctional Facilities
- i. The software shall have the ability to share patient information electronically with other correctional facilities.
 - ii. The software shall be able to "export" all patient medical information for one patient into a commonly recognized file format such as HTML, PDF, or DOC for viewing on another computer that does not have the EMR software installed.
 - iii. The software shall be able to export all patient medical information for one patient that can then be imported into another installation of the EMR software to ensure continuity of care for that patient.
 - iv. The software shall be able to electronically receive patient information from other correctional facilities.
 - v. The software shall support the ability to send and receive patient information to/from a Health Information Exchange.
- n. Certification
- i. The software shall be ARRA (ONC-ACB) Certified as a "Complete EMR."

- o. Orders/Tasks
 - i. The software shall support the assignment of orders (tasks) to individuals or departments.
 - ii. Orders shall be assigned statuses such as 'pending', 'in-process', 'complete', 'cancelled', etc.
 - iii. The orders routines shall allow for the management of provider staff workflow.
 - iv. The orders routines shall allow for the tracking of compliance issues by user, department, shift, housing area, etc.
 - v. If possible, orders shall direct the user to create the appropriate documentation for the given order. For example, an order to record vital signs shall direct the user to create a vital signs record in the patient's chart.
 - vi. If possible, orders shall have the ability to create new, subsequent orders based on the outcome of the first order. For example, if an order to give a TB test is successfully completed, then a second order
- p. Intake
 - i. The software shall support the ability to document the intake process for a new patient in the facility.
 - ii. All fields on the intake record shall be reportable for statistical, workflow, compliance, and alert notification.
 - iii. Multiple intake records shall be able to be created for one patient.
- q. History & Physical
 - i. The software shall support the ability to document history and physical examinations for a patient in the facility.
 - ii. Rapid data entry such as templates and/or pick-lists shall be available to speed the entry of the history and physical record.
 - iii. Providers and staff shall have the ability to electronically 'sign off' on documentation once complete.
- r. Sick Call
 - i. The software shall support the ability to track sick call requests.
 - ii. The software shall allow for statistical, workflow, and compliance reports to be run on sick call requests, and these reports shall be able to be broken down by user, department, and housing area.
 - iii. The software shall support the importation of sick call requests from another software system such as the offender management system or the commissary system.
- s. Consent Forms
 - i. The software shall have the ability to generate patient consent forms.
 - ii. The software shall support the ability to allow 'electronic signatures' to be entered by the patient to capture consent or refusal.

- iii. For any module within the software that is not able to be configured directly to specifications such as Word documents or protocols, the EMR software shall provide a configurable user-defined record to track and/or record information based upon City approved criteria.
 - t. Fully Configurable Protocol Templates
 - i. The software shall contain the facility-specific protocols in electronic form that allow the medical staff to interactively carry out the protocols.
 - ii. The protocols shall direct workflow based on the information entered such as automatically creating referrals, assigning tasks to other staff members, initiating or cancelling orders, etc.
 - iii. Providers shall have the option of manually entering dictation or automatically entering dictation based on the configured protocol.
 - iv. Medical staff shall have the ability to easily edit the patient's chart from the protocol screen.
 - v. The EMR shall provide the ability for the provider to easily access diagnosis and procedure codes while in the protocol screen.
 - u. Hosted and Server Model
 - i. The software shall be hosted by the Contractor.
 - v. Pictures and Videos
 - i. The EMR shall be able to store within each patient's chart pictures applicable to their medical chart. For example, a picture to document a patient's injury or illness shall be easily accessed in the patient's chart.
 - w. Navigation
 - i. The EMR shall allow for ease of navigation between screens.
 - ii. The EMR shall allow for dashboard driven workflows.
 - iii. The EMR system shall offer the user a dashboard view to see all pending tasks/work across the entire facility, and/or the geographic-specific are the user is responsible
 - iv. The dashboard view shall be configurable to only show tasks that the specific user/department is directly responsible for.
 - v. The dashboard view shall be configurable to use color, in addition to counts, to quickly focus the user's attention on the most important items.
- 3. Service, Maintenance, and Upgrades
 - a. On-going Support
 - i. The vendor shall offer telephone support 24 hours per day, 7 days per week.
 - ii. The vendor shall have the capability to remotely "view" the EMR data.
 - iii. The vendor shall proactively work with other vendors to resolve problems that may arise between the EMR software and other third party software.
 - b. Version Upgrades

- i. The vendor shall offer software version upgrades as part of the on-going maintenance fee.
 - ii. The vendor shall include all enhancements to the EMR software in the version upgrades.
 - iii. The vendor shall include all problem fixes/patches to the EMR software in the version upgrades.
 - iv. City employees shall be able to make recommendations for enhancements to the EMR software.
 - c. Services
 - i. The vendor shall supply a resource to assist with network/hardware services.
 - ii. The vendor shall supply a resource to supplement the City's IT staff if requested to do so.
 - iii. The vendor shall supply a resource to coordinate network/hardware projects with the City's IT staff if requested to do so.
 - iv. The vendor shall supply a resource to completely manage the City's IT needs if requested to do so.
 - v. The vendor shall offer hosted-based solutions.
 - d. Database and Disaster Recovery
 - i. The database system is SQL based (Microsoft SQL).
 - ii. The vendor shall provide recommendations for backup policies and procedures to the City's IT staff.
- 4. Workstation and Peripherals
 - a. The software shall support standard, off-the-shelf Microsoft base workstations.
 - i. The software shall support desktop computers.
 - ii. The software shall support laptop/notebook computers.
 - iii. The software shall support tablet PC's.
 - iv. The software shall support thin-client machines as workstations.
 - v. Minimum specifications shall be offered for non-thin client workstations.
 - b. The software shall support most standard Microsoft compatible peripherals.
 - i. The software shall support Microsoft compatible printers.
 - ii. The software shall support Microsoft compatible scanners.
 - iii. The software shall support Microsoft compatible keyboards, mice, and alternative data input devices (such as track balls, pen tablets, etc.).

Professional Services Agreement

CORRECTEK, INC.

Attachment E – Fee Schedule

1. City shall compensate Contractor for completed services as follows:

Product	Annual Cost	Total Term Cost (5 Year Term)
Annual Hosting/Cloud Access Services, 24/7/365 Technical Support, and Software Upgrades	\$89,212	\$446,060

2. Any other Contractor personnel and their hourly rates not listed herein shall be subject to City's pre-approval.