

ELECTRONIC MEDICAL RECORDS AGREEMENT
CHAMPAIGN COUNTY, ILLINOIS

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Champaign, located in the State of Illinois, through the Champaign County Sheriff in his official capacity (hereinafter referred to as "county"), and Advanced Inmate Medical Management, LLC (hereinafter referred to as "AIMM"), an Illinois corporation.

ARTICLE 1:
AIMM

- 1.1 LICENSE. AIMM grants the county a non-exclusive license to use the EMR, subject to this agreement. The county agrees it has no right or claim to the EMR, that it has no title or claim of title to the EMR, and that this license is not assignable without AIMM's permission.
- 1.2 TECHNICAL SUPPORT. AIMM will provide technical support regarding the EMR to the county 24/7, including holidays.
 - 1.2.1 If the county asks AIMM to troubleshoot county-owned systems/hardware, the county agrees to pay AIMM at the rate of \$150 per hour after the first hour (the first hour is free). This rate will increase annually as stated in Section 3.1.3.
 - 1.2.2 USER ACCOUNTS. The county will receive up to 14 user accounts. If the county requests 15 or more user accounts, the county agrees to pay \$30 per month extra for each additional user account. This rate will increase annually as stated in Section 3.1.3.
- 1.3 TRAINING. Initial orientation training in the use of the EMR will be provided at the time of startup. The county agrees to pay for any additional training at the rate of \$75 per hour, plus travel expenses (transportation, meals, lodging, etc.). This rate will increase annually as stated in Section 3.1.3.
- 1.4 OTHER SERVICES AND EXPENSES. AIMM may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.

ARTICLE 2:
THE COUNTY

- 2.1 CUSTOMIZATION. Customizations to the EMR, if agreed to by AIMM, will be paid for by the county. AIMM will not pay for customizations to the EMR. The cost of customization to the EMR will either be \$500 per month or \$150 per hour for time spent on the customization. AIMM will not troubleshoot the county's customization issues, if any.
- 2.2 HARDWARE. The hardware (i.e., 1 scanner, 2 laptops, 2 mice, 2 signature pads) will be the property of the county. AIMM will not service or replace the county's hardware.
- 2.3 JAIL MANAGEMENT SYSTEM (JMS). The county will pay for the integration ("bridge") between the facility's JMS and/or prior EMR vendor and AIMM's EMR, as well as any associated internet connectivity fees.
 - 2.3.1 In the event any changes are made to the JMS, the county must notify AIMM at least 90 days prior to any changes being implemented. The county will pay for any resulting changes to the integration, including the hourly wage and benefits for the people who need to work to change the EMR accordingly to match the new JMS, which may include but is not limited to establishing the new interface requirements, testing, background work on AIMM's end, changing detainee numbers to new (if applicable), transferring records, manual input to get the script ready to run, etc.

- 2.3.2 Failure to notify AIMM of these changes may cause the EMR system to malfunction and result in additional charges to the county to correct errors. Failure to notify AIMM of these changes may also cause the system to malfunction and result in medical information being permanently lost or unrecoverable.
- 2.3.3 AIMM will not be liable for hardware or software problems due to interfacing of the EMR with the county's existing hardware or software.
- 2.4 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to AIMM when requested.
- 2.5 OFFICE EQUIPMENT. The county will provide use of county-owned office equipment and utilities. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS.
 - 3.1.1 IF STARTUP COSTS ARE PAID UP FRONT. If the county agrees to pay the \$21,780 one-time startup costs up front, then the county agrees to pay an annual software price of \$9,876.45 which is a monthly payment of \$823.04.
 - 3.1.2 IF STARTUP COSTS ARE SPREAD OUT OVER 3 YEARS. If the county agrees to pay the \$21,780 one-time startup costs spread out over 3 years, then the county agrees to pay an annual software price of \$17,831.09 which is a monthly payment of \$1,485.92.
 - 3.1.3 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for all compensation and all per diem rates mentioned throughout this agreement will be 5%.
- 3.2 QUARTERLY ADJUSTMENTS.
 - 3.2.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 187.
 - 3.2.2 PER DIEM. When the ADP exceeds the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above the contracted ADP for that quarter multiplied by the per diem rate of \$0.10 per patient per day. This rate will increase annually as stated in Section 3.1.3. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.10 x 91) The purpose of the per diem rate is to account for using more server storage space. (EMR per diems do not reconcile down.)
 - 3.2.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between AIMM and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM and RENEWAL. The term of this agreement will begin on May 24, 2022 at 12:01 A.M. and will continue in full force and effect until May 30, 2025 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. After the initial term and upon mutual agreement of the parties, this agreement may be renewed for additional one-year periods with mutually agreed upon modifications. A request to renew this agreement and a request, if any, to modify the terms of this agreement shall be communicated at least 90 days prior to the end of the existing agreement term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for AIMM, the county will act in good faith and make every effort to give AIMM reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 90-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or AIMM may, without prejudice to any other rights they may have, terminate this agreement by giving ninety (90) days' advance written notice to the other party. If the county gives AIMM less than ninety (90) days' advance written notice, the county agrees to pay to AIMM one (1) month's contract price as an early termination fee.
- 4.2.3 The county reserves the right to terminate this agreement immediately and without penalty in the event that AIMM discontinues or abandons operations, AIMM demonstrates inability or unwillingness to fulfill its obligations under this agreement, or AIMM provides less than 90 days' notice of intent to terminate this agreement. Also, the county reserves the right to terminate this agreement immediately and without penalty in the event of the existence one of the conditions of Section 4.3.3 of the Agreement For The Provision Of Health Care To Incarcerated Patients At Champaign County, Illinois.
- 4.2.4 Upon termination, AIMM agrees to provide records in searchable text PDF format. The EMR, including the offline MAR, will be destroyed. The county agrees to destroy the EMR from their systems.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and AIMM agree that no party will require performance of any AIMM or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any changes required as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require changes, the county will pay for it, unless specifically agreed upon in writing between AIMM and the county.
- 5.2 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.3 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local,

state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

- 5.4 GOVERNING LAW. This agreement will be governed by the laws of the State of Illinois (without reference to conflicts of laws principles).
- 5.5 INDEPENDENT CONTRACTORS. AIMM may engage certain professionals as independent contractors rather than employees (such as coders). The county understands and acknowledges that these independent contracts are not employees of AIMM. AIMM shall exercise administrative supervision over these independent contractors as necessary to ensure the strict fulfillment of AIMM's obligations contained in this agreement.
- 5.6 LIMITATION OF LIABILITY. IN NO EVENT WILL AIMM BE LIABLE FOR ANY LOST PROFITS OR REVENUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHER DAMAGES, REGARDLESS OF THE CAUSE OF ACTION. IN NO EVENT WILL AIMM'S LIABILITY EXCEED THE TOTAL COMPENSATION PAID HEREUNDER. AIMM WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR FURNISHING OF THE EMR UNDER THIS AGREEMENT.
- 5.6.1 The limitations of liability in Section 5.6 above shall not apply to (a) damages occasioned by either party's breach of this agreement, including breaches of warranty; (b) matters that cannot be excluded or limited by applicable law; (c) either party's indemnification obligations in Sections 5.6.2, 5.6.3, and 5.6.4 below.
- 5.6.2 AIMM will hold harmless and indemnify the county against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the acts or omissions of AIMM, employees of AIMM, agents of AIMM, or contractors of AIMM, which is related to the license, software, or services AIMM provides to the County under this agreement. With respect to any claim for indemnification, the county will (i) give written notice thereof to AIMM within a reasonable period of time following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow AIMM reasonable access to any of its employees, contractors, property, and records for the purpose of investigating such claim, including obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the county denies AIMM reasonable access as set forth, after AIMM provides a written request, the county will not be entitled to indemnity.
- 5.6.3 The county will hold harmless and indemnify AIMM against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the acts or omissions of the county, employees of the county, agents of the county, or contractors of the county, which is related to the license, software, or services AIMM provides to the county under this agreement. With respect to any claim for indemnification, AIMM will (i) give written notice thereof to the county within a reasonable period of time following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the county reasonable access to any of its employees, contractors, property, and records for the purpose of investigating such claim, including obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If AIMM denies the county reasonable access as set forth, after the county provides a written request, AIMM will not be entitled to indemnity.
- 5.6.4 Nothing in this agreement shall be construed to prohibit the county from bringing a third-party joint tortfeasor action for contribution against AIMM in the event a lawsuit is brought only against the county for a claim with respect to which the county contends AIMM is solely or

partially at fault. Likewise, nothing in this agreement shall be construed to prohibit AIMM from bringing a third-party joint tortfeasor action for contribution against the county in the event a lawsuit is brought only against AIMM for a claim with respect to which AIMM contends the county is solely or partially at fault. Notwithstanding the foregoing, in the event a lawsuit is brought arising out of the services contemplated by this agreement against any of the parties to this agreement, the parties agree to mutually cooperate with each other in the defense of any such lawsuit to the greatest extent as is reasonably and ethically possible.

- 5.7 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.8 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Champaign County Jail, 204 E. Main St., Urbana, IL 61801. To AIMM: Advanced Inmate Medical Management, LLC, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@detainemr.com.
- 5.9 SECURITY. The county will not allow any unauthorized person to operate, maintain, or have access to the EMR. AIMM will not be liable for damages resulting from the improper or incorrect usage or operation of the EMR by the county, its employees, or third parties. The county understands adequate cyber security services are necessary and will follow best practices recommended by AIMM and/or the county's IT Department. The county will screen AIMM's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of AIMM's employees and independent contractors regarding security/background clearance.
- 5.10 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.11 SUBCONTRACTING. AIMM may subcontract services, including but not limited to coding.
- 5.12 THIRD PARTY BENEFICIARIES. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.13 TRADE SECRETS. The county agrees that the EMR is a valuable trade secret developed at great expense to AIMM and will maintain it in the strictest confidence. The county agrees to implement enough safeguards to protect the confidentiality and proprietary nature of the trade secret in light of its own operating activities. The county will not copy (or allow someone else to copy) the EMR. The EMR will remain the property of AIMM.
- 5.14 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.
- 5.15 WARRANTY.

- 5.15.1 As-Is. The EMR will be distributed to the county on an "as is" basis without warranty of any kind, except as contained in this agreement.
- 5.15.2 AIMM warrants its software as follows:
 - 5.15.2.1 Title. AIMM owns the EMR software (DetainEMR).
 - 5.15.2.2 Virus. To the best of AIMM's knowledge and belief, the EMR does not contain any harmful code.
 - 5.15.2.3 AIMM has complied with applicable laws in developing the EMR and the software does not violate the law.
 - 5.15.2.4 The EMR has been designed and developed in accordance with industry standard best practices, including industry standards for data security.
 - 5.15.2.5 AIMM is not aware of any pending claims that the EMR violates the rights of others or any circumstances that would give rise to such claims, including but not limited to claims for intellectual property infringement.
 - 5.15.2.6 The EMR contains no open-source software or, if it does, (a) the open source software does not under any circumstances require disclosure of proprietary code or the grant or release of any patent rights and (b) all open source software licenses are compatible among themselves and with all proprietary licenses;
 - 5.15.2.7 The EMR will perform substantially in accordance with end user documentation. AIMM does not warrant that there will not be errors or downtime.
 - 5.15.2.8 Documentation, specifications, and manuals will be reasonably complete and accurate, including but not limited describing all hardware, operational, interoperability, interface, functional, and technical specifications and requirements.
 - 5.15.2.9 AIMM will not use any license key or other devices to programmatically suspend or terminate the county's usage absent order of a court of law.
 - 5.15.2.10 There are no other licenses required to operate the EMR other than those that are granted in this agreement.
- 5.15.3 Professional Services. AIMM warrants that Professional Services (meaning troubleshooting, consulting, installation, implementation, and training services to be provided by AIMM pursuant to this agreement) will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing within AIMM's industry.
- 5.15.4 Notification. Once the county becomes aware of a potential warranty claim, the county has 30 days to notify AIMM of any warranty claims.
- 5.15.5 Exclusive Remedy. The exclusive remedy for breach of warranty are as follows, but these remedies are not exclusive if breach of warranty results in harm to inmates:
 - 5.15.5.1 Regarding software performance:
 - 5.15.5.1.1 AIMM will repair the EMR.

5.15.5.1.2 In the event the EMR repair fails, AIMM will refund the county's purchase price of the EMR.

5.15.5.2 Regarding Professional Services:

5.15.5.2.1 AIMM will re-perform the non-conforming Professional Services at no additional cost to the county.

5.15.6 **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5.15.7 **THERE ARE NO OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, BETWEEN COUNTY AND AIMM WITH RESPECT TO THE EMR.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED INMATE MEDICAL MANAGEMENT, LLC



Jessica K. Young, Esq., CCHP-A, President

Date

SHERIFF OF CHAMPAIGN COUNTY, ILLINOIS



Sheriff

07/07/2022

Date

7/7/2022

