WHATCOM COUNTY CONTRACT INFORMATION SHEET	Whatcom County Contract No. 202101024

Originating Department:	Sheriff
Division/Program: *(i.e. Dept. Division and Program)*	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Spiralfx Interactive, LLC

Is this a New Contract?   If not, is this an Amendment or Renewal to an Existing Contract?   Yes ○   No ◉
Yes ◉   No ○   If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval?   Yes ◉   No ○   If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ○   No ◉   If yes, grantor agency contract number(s): _____   CFDA#: _____

Is this contract grant funded?
Yes ○   No ◉   If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?   Contract
Yes ◉   No ○   If yes, RFP and Bid number(s): 19-73   Cost Center: 118160

Is this agreement excluded from E-Verify?   No ○   Yes ◉   If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
- ■ Professional services agreement for certified/licensed professional. ☐ Goods and services provided due to an emergency
- ☐ Contract work is for less than $100,000.
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Contract work is for less than 120 days.
- ☐ Work related subcontract less than $25,000.
- ☐ Interlocal Agreement (between Governments).
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): $ 19,200.00 first year This Amendment Amount: $ Total Amended Amount: $ Summary of Scope:	Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:** 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Spiralfx Interactive, LLC will provide an electronic medical records system for use by the jail's medical professionals. The cost per month will be $1,600.00 and after 36 months will lower to $1,000.00 per month.

Term of Contract: Month to month	Expiration Date: N/A

Contract Routing:
		Date:
1. Prepared by:	LR	12/11/20
2. Attorney signoff:		12/14/2020
3. AS Finance reviewed:		12/18/2020
4. IT reviewed (if IT related):	PR "electronic OK"	1·11·2021
5. Contractor signed:		12-28-2020.
6. Submitted to Exec.:		1-15-2021
7. Council approved (if necessary):		1-26-2021
8. Executive signed:		1·27·2021
9. Original to Council:		2-3-2021

SPIRALFX INTERACTIVE, LLC
MASTER AGREEMENT FOR SOFTWARE AND SERVICES

This master agreement is made this ___1st___ day of _January_ , 2021 by and between SpiralFX Interactive, LLC, a Mississippi limited liability company at ___1091 Lake Village Circle, Suite A, Brandon, MS 39047___ ("SpiralFX"), to provide software and services as a subcontractor to ___Whatcom County Sheriff's Office___ located at ___311 Grand Ave, Bellingham WA 98225___ ("CLIENT").

1. This document, and any future change order or amendment mutually executed from time to time, collectively constitute the "Master Agreement".
2. This document incorporates by reference the proposal submitted by SpiralFX in response to CLIENT's public request for proposals #19-73, "Electronic Health Records for the Jail" ("Proposal"), and attaches Appendix A, HIPAA Business Associate Agreement.
3. SpiralFX licenses to CLIENT the HealthSecure EMR electronic medical records system ("Software") for use.
4. SpiralFX is acting as an independent contractor.
5. SpiralFX shall retain ownership of the Software.
6. SpiralFX agrees to install, configure and prepare the software for CLIENT and train CLIENT staff in the proper use of the software, at no additional cost.
7. SpiralFX will provide a copy of its written plan addressing all "Technical Requirements and Safeguards", including the "Required" and "Addressable" standards below, pursuant to § 164.306 (a) and (b) of the Health Insurance Portability and Accountability Act (HIPAA):
    a. Unique User Identification
    b. Emergency Access
    c. Automatic Logoff
    d. Encryption and Decryption
    e. Audit Controls
    f. ePHI Integrity
    g. Authentication
    h. Transmission Security
8. SpiralFX agrees to license, maintain, and support the Software for CLIENT.
9. CLIENT elects the "Hosting" option per section 2.5.2(II) of Proposal, and agrees to pay SpiralFX fees as follows:
    a. $1600 per month for first 36 months
    b. $1000 per month after first 36 months
        i. If CLIENT average daily population exceeds 400, this monthly fee will be revised to $3.00 per inmate per month.
    c. First payment due at system launch, with first month's payment prorated by actual number of days
    d. The term for this contract is month to month, until terminated by one of the parties.
10. Change order charges
    a. Change orders are defined as CLIENT requests to modify the HealthSecure software
    b. SpiralFX will determine in its sole judgement whether a Change order is to billable, and if so, for how much
    c. Billable charges will first be submitted for CLIENT for pre-approval before any work is performed
    d. Change orders considered to be minor, defined as less than 8 programmer-hours, will be performed at no charge regardless, up to a total of 96 programmer-hours over the first year.
11. CLIENT may terminate this agreement at any time, and for any reason, by notifying SpiralFX in writing and providing a date of termination that is at least 30 days from the date of notification. If this happens:
    a. SpiralFX will continue all scheduled activities through the date of termination.
    b. CLIENT will remain obligated to pay any unpaid, approved invoices that have already been submitted.
    c. SpiralFX will return to CLIENT any unused portion of the monthly payment, on a daily pro-rated basis from the date of termination to the end of the payment period.
    d. SpiralFX agrees that all data entered by CLIENT is owned by CLIENT. Within 20 business days from the date of termination, SpiralFX will provide to CLIENT a full archival copy of inmate/patient medical charts (forms, notes, medication orders, non-medication orders, lab results and radiology results), both current and historical, in electronic format.
12. SpiralFX may terminate this agreement notifying CLIENT in writing and providing a date of termination that is at least at 90 days from the date of notification. If this happens:
    a. SpiralFX will continue all scheduled activities through the date of termination.
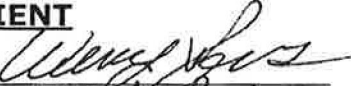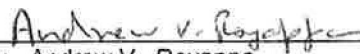
    b. CLIENT will remain obligated to pay any unpaid, approved invoices that have already been submitted.

    c. SpiralFX will return to CLIENT any unused portion of the monthly payment, on a daily pro-rated basis from the date of termination to the end of the payment period.

    d. SpiralFX agrees that all data entered by CLIENT is owned by CLIENT. Within 20 business days from the date of termination, SpiralFX will provide to CLIENT a full archival copy of inmate/patient medical charts (forms, notes, medication orders, non-medication orders, lab results and radiology results), both current and historical, in electronic format.

13. If CLIENT has selected a "Hosting" payment option:
    a. SpiralFX will provide CLIENT with web browser-based access to the Software via SSL-secured Internet access from computers that are connected to the Internet.
    b. SpiralFX will ensure that all CLIENT data is backed up daily.
    c. SpiralFX will maintain and periodically review its disaster recovery plan as described in its "Technical Requirements and Safeguards" HIPAA policy.
    d. CLIENT must provide a network and adequately configured PC computers in which the Software can be reached at its facilities via an Internet connection.
    e. CLIENT will be responsible for maintaining its network, PC computers for accessing the Software over the Internet, medical carts, barcode scanners and other equipment necessary for medical operations. SpiralFX will be responsible only for ensuring that the Software is available over the Internet and that CLIENT's data is protected and backed up.
    f. CLIENT will install the Internet web browsers that are specified by SpiralFX in order to access the Software and will keep such browsers updated to the latest versions within one month of the web browser release.

14. From the time of contract signing to system launch, SpiralFX will perform all tasks described in the Proposal, including but not limited to:
    a. System configuration and customizations
    b. CLIENT forms and reports development
    c. Staff training sessions (by remote conference)
    d. Final staff training and system launch (with SpiralFX personnel on-site for a minimum of two days)

15. SpiralFX will periodically or upon CLIENT request, update CLIENT's software to its latest version at no charge.

16. SpiralFX will offer the same, full version of HealthSecure EMR to CLIENT as it offers to all its other clients. There will be no separate modules or special features requiring additional charges from CLIENT.

17. System will electronically interface with CLIENT Jail Management System (JMS) and Pharmacy systems.

18. SpiralFX will hold and store for term of contract all patient information that CLIENT enters into HealthSecure EMR, with unlimited storage at no additional cost to CLIENT.

19. An unlimited number of CLIENT users will be provided. There will be no per-seat or per-user charges or licenses.

20. Forms and reports:
    a. Forms and reports currently used by the CLIENT in form of paper will be transitioned into equivalent electronic screens in the software.
    b. Additional forms and reports required by CLIENT for a period of one year following system launch will be developed at no charge.

21. SpiralFX will provide HealthSecure EMR administrative control panel administration at no charge, except for routine user account maintenance. CLIENT is responsible for user account maintenance and password maintenance.

22. SpiralFX will not be responsible for costs, if any, charged by third parties such as CLIENT's other vendors.

23. CLIENT will provide a single point of contact for communication with SpiralFX.

24. CLIENT will provide a single point of contact for payment approvals.

25. This is the entire agreement between SpiralFX and CLIENT. It cannot be changed or added to except in a later, written agreement signed by both parties.

26. Neither party is relying on anything said by other party beyond what is written in this Master Agreement.

27. This contract will be governed by the laws of the State of Washington.

AGREED TO BY AND BETWEEN:

CLIENT

By: _(signature)_
Name: _Wendy R. Jones_
Title: _Chief Operations Deputy_
Date: _12-11-20_

SPIRALFX INTERACTIVE, LLC

By: _(signature)_
Name: _Andrew V. Royappa_
Title: _Managing Director_
Date: _12/28/2020_

APPENDIX A: HIPAA Business Associate Agreement

THIS AGREEMENT is entered into by and between __Whatcom County Sheriff's Office__ located at __311 Grand Ave, Bellingham WA 98225__ ("Covered Entity") and **SpiralFX Interactive LLC.** ("Business Associate") effective January 1, 2021 (the "Effective Date"), pursuant to the MASTER AGREEMENT FOR SOFTWARE AND SERVICES executed between the parties.

WHEREAS, Business Associate is a business associate of Covered Entity as defined in the privacy and security of individually identifiable health information regulations under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain PHI for the purpose of providing software services; and

WHEREAS, Business Associate will have access to and/or receive from Covered Entity certain PHI that can be used or disclosed only in accordance with this Agreement (the "Agreement") and the HHS Privacy and Security Regulations and the HITECH Act, as defined below.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1.1. "HHS Privacy Regulations" or "Privacy Rule" shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Parts 160 and 164 concerning the privacy of individually identifiable health information, as amended.

1.2. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, contained within Subtitle D of the American Recovery and Reinvestment Act of 2009, as amended, including any regulations promulgated thereunder.

1.3. "Individual" shall mean the person who is the subject of the PHI, and has the same meaning as the term "individual" as defined by 45 C.F.R. 160.103.

1.4. "PHI" shall mean any "health information" provided and/or made available by Covered Entity to Business Associate, including but not limited to Electronic PHI, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.

1.5. "Parties" shall mean Business Associate and Covered Entity.

1.6. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

1.7. "Security Incident" shall mean the attempted or successful unauthorized access,use, disclosure, modification or destruction of information or interference with system operators in an information system.

1.8. "Security Regulations" or "Security Rule" shall mean the Health Insurance Reform Security Standards at 45 C.F.R. parts 160, 162 and 164, as amended.

1.9. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

2. **Term.** The term of this Agreement shall commence as of the Effective Date and, unless terminated earlier as set forth herein, shall expire on the date Business Associate certifies in writing that all of the PHI provided by Covered Entity to Business Associate, or that was created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity pursuant to this Agreement or, if mutually agreed upon that it is infeasible to return or destroy the PHI, Business Associate agrees to extend the protections of this Agreement for as long as

necessary to protect the PHI and to limit any further use or disclosure to those purposes that make return or destruction infeasible.

3. **Remuneration**. Neither Party shall directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity obtained a fully-executed HIPAA-compliant authorization from that Individual, or unless receipt of such remuneration is specifically permitted by HIPAA and the HITECH Act.

4. **Stated Purposes for Which Business Associate May Use or Disclose PHI.**
Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI as necessary to perform the services described above for the Covered Entity, if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by Covered Entity.

If necessary, Business Associate may also use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may also disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, but only if the disclosure is required by law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5. **Business Associate Obligations**.

5.1. Limits on Further Use and Disclosure. Business Associate hereby agrees that the PHI provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law.

5.2. Appropriate Safeguards. Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of the PHI, other than as provided for by this Agreement or by law. In addition, Business Associate agrees to implement, in compliance with the Security Rule, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Business Associate creates, maintains or transmits on behalf of Covered Entity, and to comply with all other provisions of the Security Rule specifically applicable to Business Associate.

5.3. Reports of Security Incidents and Breaches of Information.

5.3.1. Security Incidents. Business Associate hereby agrees that it shall report to Covered Entity, within five (5) business days of discovery, any Security Incident that Business Associate becomes aware of and any use or disclosure of PHI not provided for or allowed by the Agreement.

5.3.2. Breach of Information. Business Associate agrees that it shall report to Covered Entity any breach of Unsecured PHI within five (5) business days of discovering same. A breach shall be treated as discovered as of the first day on which such breach is known to or reasonably should have been known by the Business Associate. Such report shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach. The report shall also include (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of Unsecured PHI that were involved in the breach (such as full name, Social Security Number, date of birth, home address, account number, or disability code); and (c) any other available information that the Covered Entity is required to include in a notification to an Individual under 45 C.F.R. 164.404(c), or as reasonably requested by Covered Entity.

5.3.3 Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI). by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate.

If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an Oct of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Business Associate's subcontractors or agents in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

    i.   Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i): the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

    ii.   Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA, Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

5.4. Subcontractors. Business Associate hereby agrees to ensure that any subcontractors that create, receive, maintain or transmit Covered Entity's PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including Electronic PHI. Business Associate shall ensure same by entering into a written agreement with such subcontractors that contains the same terms, conditions and restrictions on the use and disclosure of PHI, including Electronic PHI, as contained in this Agreement.

5.5. Right of Access to PHI. Within ten (10) days of a request by Covered Entity, Business Associate agrees to make available to Covered Entity PHI necessary for Covered Entity to respond to an Individual's request for access to PHI about them in the event the PHI in Business Associate's possession constitutes a Designated Record Set as defined in the Privacy Rule. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. If the Covered Entity or Individual request PHI that is maintained electronically by Business Associate in one or more Designated Record Sets, then Business Associate shall provide Covered Entity the information for the Individual in the electronic form and format requested by the Individual if it is readily producible in such form and format. If it is not readily producible, Business Associate shall provide Covered Entity the PHI in an electronic form and format as agreed to by the Covered Entity and the Individual.

5.6. Amendment of PHI. Within ten (10) days of receipt of a request from Covered Entity, Business Associate agrees to make PHI available to Covered Entity for amendment and to incorporate any amendments to PHI in accordance with the Privacy Rule. In the event any Individual requests amendment of PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of requests for amendments of PHI shall be the responsibility of Covered Entity.

5.7. Provide Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. 164.528 and in accordance with the HITECH Act. Further, Business Associate agrees, within ten (10) days of receiving a written request from Covered Entity, to make available to the Covered Entity the information required for the Covered Entity

to provide an accounting of disclosures of PHI as required by the Privacy Rule. In the event any Individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to respond to any Individual submitting such request.

5.8. Access to Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, and its policies and procedures and documentation relating to safeguards to protect Electronic PHI available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy and Security Regulations.

5.9. Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any harmful effect that is known to Business Associate from the use or disclosure of PHI in a manner contrary to this Agreement or the HHS Privacy and Security Regulations.

5.10. Application of Privacy Rule to Business Associate. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, then Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

5.11. Data Aggregation Services. Business Associate is permitted to provide data aggregation services relating to the health care operations of Covered Entity.

6. Property Rights. Business Associate acknowledges that the PHI shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

7. **Covered Entity Obligations**

7.1. Notice of Privacy Practices. Covered Entity shall provide Business Associate with Covered Entity's notice of privacy practices for PHI, and notice of any changes thereafter.

7.2. Revocations or Permissions by Individuals. Covered Entity shall notify Business Associate of any changes in the revocation or permission by Individuals to use or disclose their PHI, if such changes affect Business Associate's permitted or required uses or
disclosures.

7.3. Other Restrictions. Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of PHI the Covered Entity has agreed to under 45 C.F.R. 164.522, if such restrictions affect Business Associate's permitted or required uses or disclosures.

8. **Termination**. Either Party has the right to immediately terminate this Agreement and seek relief as provided for herein or allowed by law if it determines that the other Party has violated a material term of this Agreement.

8.1. Termination by Covered Entity. Upon Covered Entity's knowledge of a breach of this Agreement by Business Associate, Covered Entity may grant to Business Associate ten (10) business days to cure the breach and if Business Associate does not cure the breach within said ten (10) business days to Covered Entity's satisfaction, then Covered Entity may immediately terminate this Agreement and pursue such other remedies as set forth herein or allowed by law.

8.2. Termination by Business Associate. Upon Business Associate's knowledge of a breach of this Agreement by Covered Entity, Business Associate may grant to Covered Entity ten (10) business days to cure the breach and if Covered Entity does not cure the breach within said ten (10) business days to Business Associate's satisfaction, then Business Associate may immediately terminate this Agreement and pursue such other remedies as set forth herein or allowed by law.

9. General Provisions

9.1. Severability. In the event that any provision of this Agreement is held to be illegal or unenforceable, such provision shall be deemed severed from this Agreement and shall not affect the legality or enforceability of the remaining provisions of this Agreement unless either Party is unable to perform without such provision or unless such omission would be destructive of the intent of the Parties.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington.

9.3. Amendments. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by both Parties.

9.4. Assignability. Neither Party may assign its rights or obligations under this Agreement except with the prior written consent of the other Party.

9.5. No Third Party Rights. This Agreement is intended solely for the benefit of Covered Entity and Business Associate and it shall not be construed to create any benefits for or rights in any other person or entity.

9.6. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH ACT or any other state or federal law means the section as in effect or as amended.

9.7. Independent Contractors. The Parties agree that each is an independent contractor of the other, and not an agent of the other for any purpose.

WHATCOM COUNTY:

Recommended for Approval:

Bill Elfo   12-22-2020

Bill Elfo, Sheriff   Date

Approved as to form:

                          12/14/2020

Brandon Waldron, Prosecuting Attorney   Date

Approved:
Accepted for Whatcom County:

By: _Satpal Sidhu_

Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON   )
) ss
COUNTY OF WHATCOM   )

On this 27th day of Jan, 2021 before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Arden J Landry

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 05.25.2023

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

RECEIVED

JAN 1 5 2021

WHATCOM COUNTY
EXECUTIVE'S OFFICE

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff

RE: Contract for Electronic Medical Records

DATE: December 11, 2020

Enclosed are two originals of a contract between Whatcom County and Spiralfx Interactive, LLC for your review and signature.

▪ Background and Purpose

Spiralfx Interactive, LLC was awarded the bid for Electronic Medical Records (EMR) via the RFP process. The selection committee was made up of corrections staff, health care providers and a representative from the County's IT Department. This software system will allow the Jail to transition from paper charts to a computer-based system and will result in significant efficiencies in the Jail Health Program; it will allow us to achieve the legal standard of care in our community. The EMR system will provide important medical information to the Jail's health care staff; it includes a series of alerts for individuals with acute health problems and has the ability to interface with other EMR systems, making sure this information is shared with appropriate providers. Funding for this project was approved as part of the 2021-2022 budget process.

▪ Funding Amount and Source

Funding will come from the 2021 Corrections Bureau budget at $1,600 per month for a maximum annual compensation of $19,200.00. After 36 months the monthly fee will be reduced to $1,000.00 per month.

▪ Differences from Previous Contract

This is a new Contract.

Please contact Wendy Jones x6505 if you have any questions or concerns regarding this agreement.

Encl. (2)