

CorrecTek

National Leader in Correctional EHR

Technical Proposal

Response to RFP#19-27-HEA-02

Cochise County Health & Social Services Department
Medical Records System

OFFERER DESCRIPTION AND EXPERIENCE

Company Information

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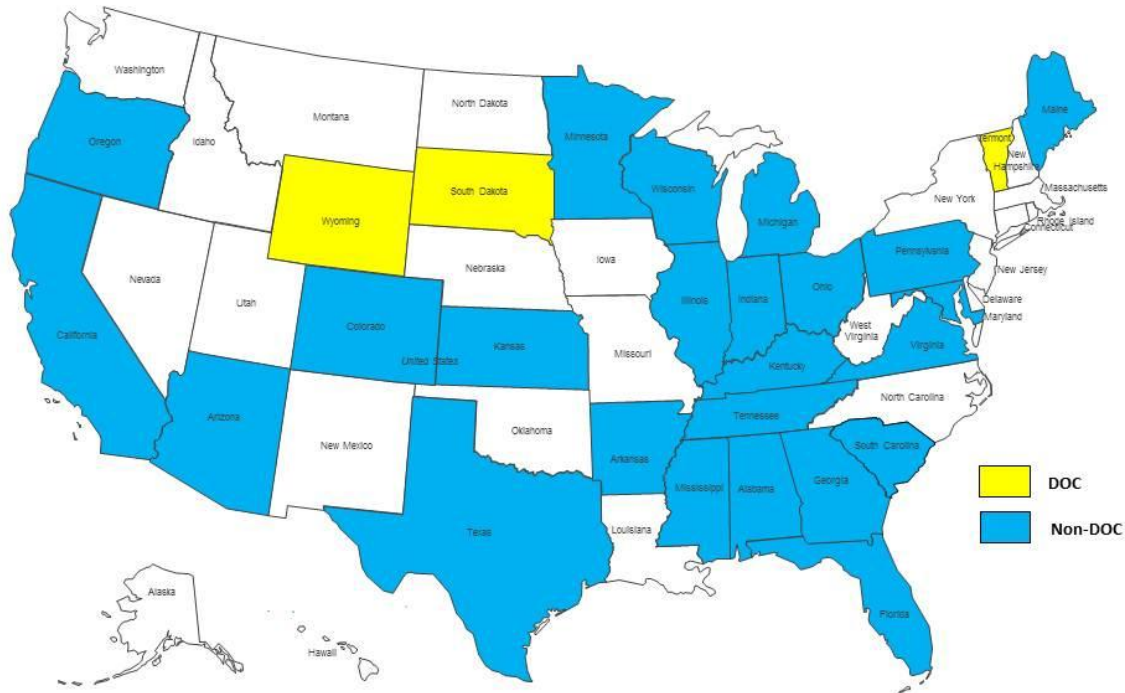
Company History

A sister company to Ulrich Medical Concepts (founded in 1999), CorrecTek was established in 2006 to meet the demand for correctional-specific EHR. CorrecTek is the national leader in deploying correctional EHR solutions. Drawing from years of medical technology and software development experience, CorrecTek provides the most comprehensive correctional EHR on the market based upon principles of intuitiveness, affordability and customer support.

CorrecTek services county jails, DOCs, and juvenile facilities in 27 states across the United States and the Puerto Rico DOC. These facilities range in size from 40-2000+ ADP. We have also teamed with national JMS, Laboratory, Radiology, Commissary and Pharmacy vendors, as well as correctional medical groups serving within correctional facilities.

CorrecTek has a full-time staff of less than 50 employees that bring a plethora of experience to the company, including:

- * Business
- * Project Management
- * Customer Service
- * Education and Training
- * Medical Billing
- * Software Development
- * Technical Support
- * Server and Network Administration
- * Web Hosting
- * Corrections Management



CorrecTek Spark with FastTrack Technology® is a correctional-specific EHR; it is not physician or hospital software. It was created to meet the exact needs of correctional medicine.

The CorrecTek Spark system comes with a full suite of documentation routines to service the documentation needs of every department within your facility. Extreme flexibility allows subject matter experts to configure Spark to exactly fit the site’s needs if the included forms, templates, and protocols do not meet your current requirements.

An integrated report writer can find and filter on every field stored in the CorrecTek Spark system. Authorized users can run statistical, productivity, workflow, cost analysis, management-by-exception, and clinical trend reports.

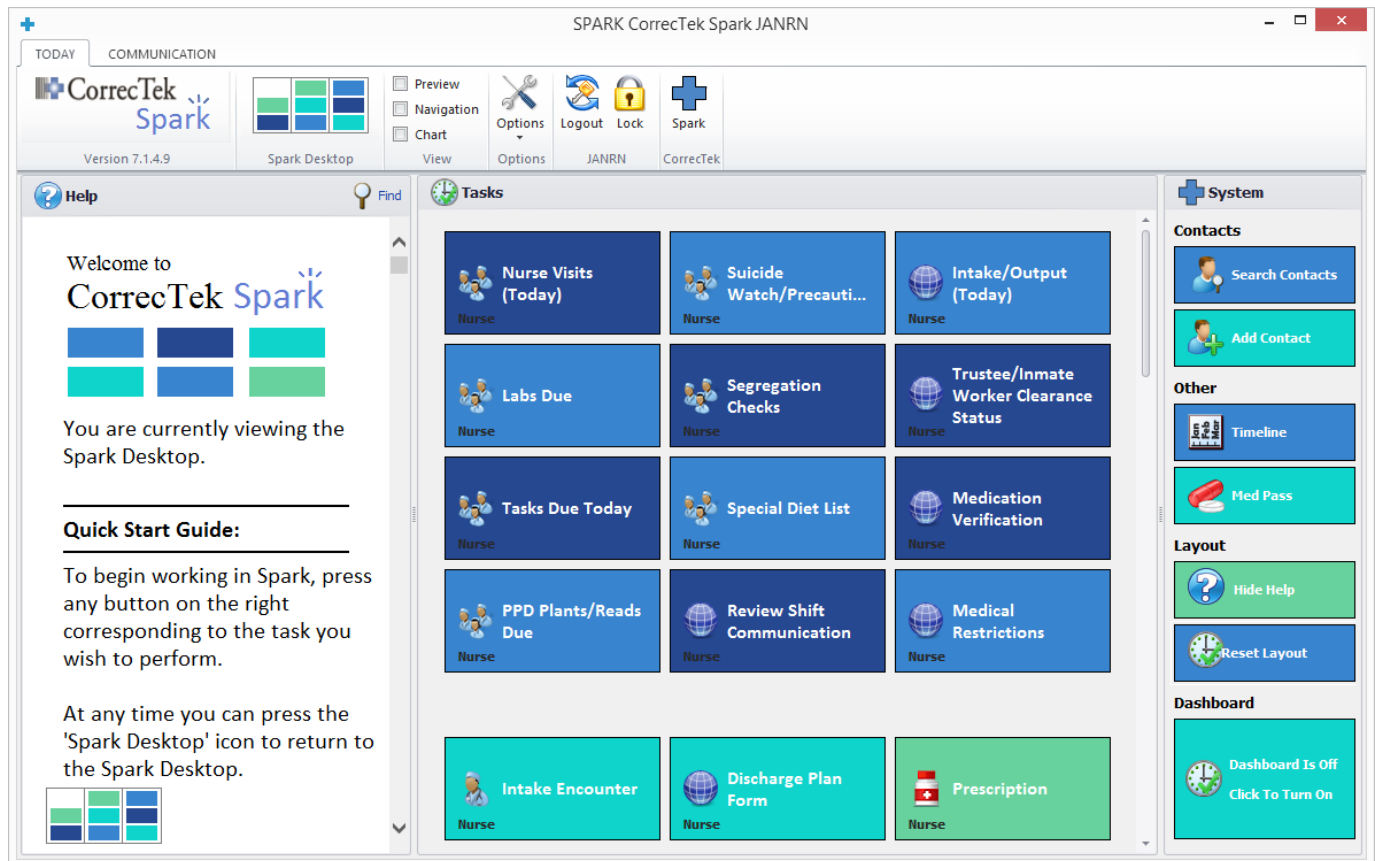
A comprehensive, branching orders system drives care in your facilities and ensures care is delivered appropriately and with timeliness.

CorrecTek’s proven hands-on implementation model ensures all users receive classroom instruction and face time with the software prior to using it in the production environment. CorrecTek professionals will be onsite at your facilities and will assist your employees throughout the transition.

Some EHRs	Spark EHR
Focus on power user	Focus on day-to-day user
Overwhelming user interface	Speed
Too many choices	Simplicity
Too many steps	Anticipating the user’s next task

Healthcare providers face many unique challenges related to the documentation of inmate care. Excessive and problematic mental health states of high-risk inmates can overwhelm the paper documentation process. Spark provides an easy and efficient means for jail medical staff to more effectively manage individual patient treatment.

CorrecTek Spark Desktop



Spark can address the site's specific needs:

- Document Management – Paper, photographs, inmate signatures
- Medication Administration Record (MAR) – Medication and staff tracking
- Treatment Administration Record (TAR) – Order-based
- Treatment Protocols
- Physician and Case Worker Dictation – Templates and voice dictation
- Sophisticated Electronic Medical Records / Scheduling / Billing
- Configurable – Records, screens, reports, documents, workflow
- Reporting – Cost analysis, management by exception, audit trails, utilization review
- Outside Data Sharing – Authorized entities (e.g. Health Departments, Correctional Facilities)
- Telemedicine Ready
- Interfaces to existing applications

Spark provides for electronic management, storage and real time access of inmate medical files and for the exchange of data and documents with other critical applications and facilitates the generation of the various required documents and reports. System generated documents as well as scanned documents and those imported via an interface can be easily managed in Spark. Scanned and imported images are stored directly in the inmate's

electronic chart and are easily accessed. Even documents faxed to your facility are stored electronically in the appropriate medical charts - eliminating the need to print them.

In Spark, data is entered very quickly, thoroughly and accurately. Documentation can be completed at the time of care. To prevent incomplete documentation, Spark alerts users when required pieces of information have not been entered for an encounter. Unlike paper systems, it takes only seconds to enter data. Most every action taken in Spark is recorded by user name, date, and time. Any change made to data can be traced back to the user who performed the action. Spark can automate activities to yield greater efficiencies, improve inmate quality of care, incorporate facility-wide standards, incorporate greater security, enforce employee accountability and reduce legal liability.

Our clients utilize Spark to manage every aspect of correctional healthcare:

- Medical Intake Processes
- Medical Records Processes
- Management of Inmate's Mental Health (within Corrections)
- Management of Inpatient Psychiatric Unit
- Alcohol or Other Drug Withdrawal and Detoxification Processes
- Chronic Care Processes
- Inmate Appointment Scheduling
- Encounters
- Work Clearance Processes
- Medication Administration Processes
- Medical Ordering (Pharmacy) and other Order Processing
- Discharge Planning, Consents and Refusals
- Medical Record Transfers
- Complete Electronic Inmate Billing and Insurance Verification
- Inventory of Medications and Equipment
- Automated Prescriptions and Electronic Prescribing
- Adherence to HIPAA Compliance
- Clinician Productivity Reporting
- Remote Access
- Full Reporting Capabilities (Virtually all fields are reportable)
- Workflow Communication through To-Do's, Orders, and Messaging

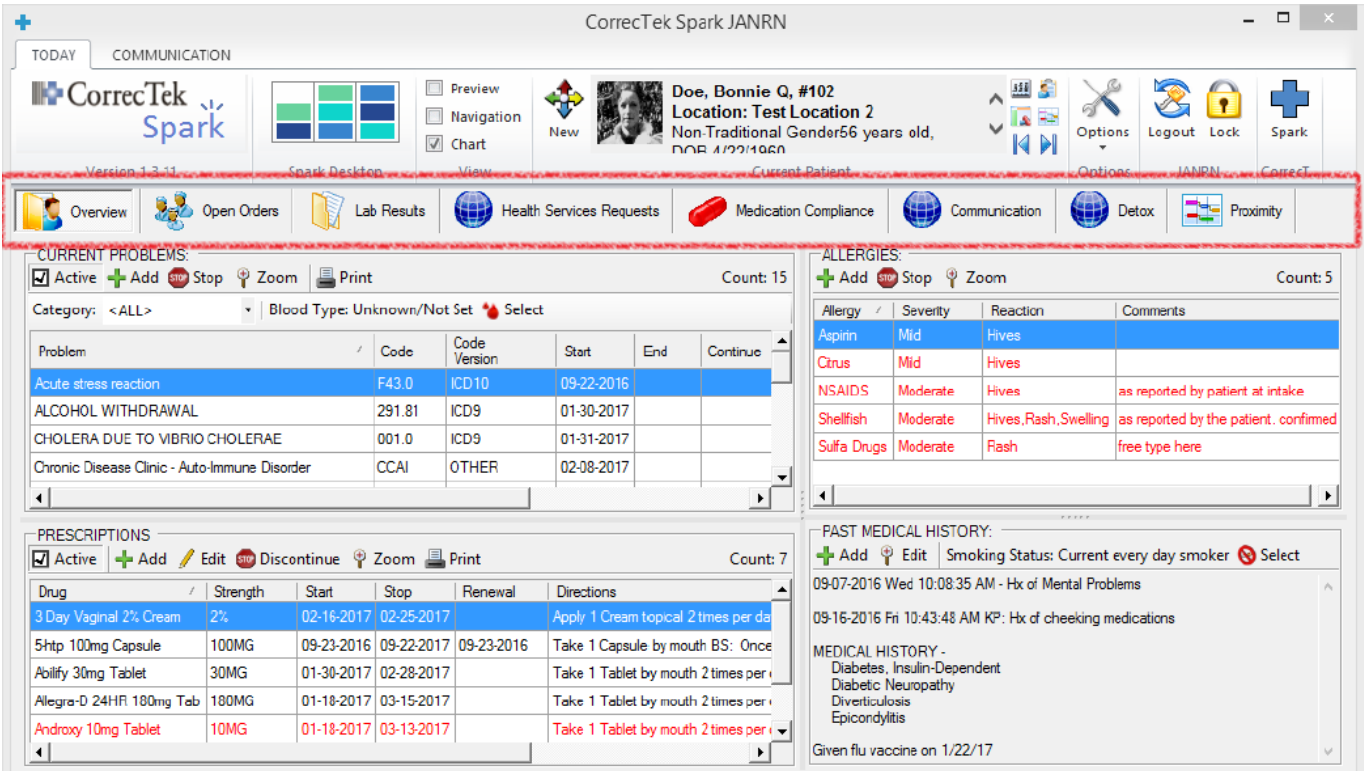
With Spark, your organization can experience reduced legal liability:

- No paper records that can be lost
- Security measures are incorporated to ensure that only one chart exists for each inmate. Charts cannot be maliciously altered – every change made to the electronic chart is logged.
- Computerized reminders and alerts ensure attention is given to outstanding issues and exception flags allow management to address staff inattention when necessary.

- Encounter documentation is clear and thorough.
- Clear lines of authority and responsibility are defined.
- Access to information and privileges can be given to specific individuals and departments.

Spark ensures significant savings of cost and time:

- No time spent filing, retrieving and/or copying paper records.
- Multiple modes of rapid data entry and retrieval are possible.
- Documentation is completed at the time of care and ready to bill.
- Automated objects allow for orders, referrals and procedures to be generated automatically through dictation or order completion.



CURRENT PROBLEMS: Count: 15

Problem	Code	Code Version	Start	End	Continue
Acute stress reaction	F43.0	ICD10	09-22-2016		
ALCOHOL WITHDRAWAL	291.81	ICD9	01-30-2017		
CHOLERA DUE TO VIBRIO CHOLERAEE	001.0	ICD9	01-31-2017		
Chronic Disease Clinic - Auto-Immune Disorder	CCAI	OTHER	02-08-2017		

ALLERGIES: Count: 5

Allergy	Severity	Reaction	Comments
Aspirin	Mid	Hives	
Citrus	Mid	Hives	
NSAIDS	Moderate	Hives	as reported by patient at intake
Shellfish	Moderate	Hives, Rash, Swelling	as reported by the patient. confirmed
Sulfa Drugs	Moderate	Rash	free type here

PRESCRIPTIONS: Count: 7

Drug	Strength	Start	Stop	Renewal	Directions
3 Day Vaginal 2% Cream	2%	02-16-2017	02-25-2017		Apply 1 Cream topical 2 times per da
5htp 100mg Capsule	100MG	09-23-2016	09-22-2017	09-23-2016	Take 1 Capsule by mouth BS: Once
Abilify 30mg Tablet	30MG	01-30-2017	02-28-2017		Take 1 Tablet by mouth 2 times per
Allegra-D 24HR 180mg Tab	180MG	01-18-2017	03-15-2017		Take 1 Tablet by mouth 2 times per
Androxy 10mg Tablet	10MG	01-18-2017	03-13-2017		Take 1 Tablet by mouth 2 times per

PAST MEDICAL HISTORY:

09-07-2016 Wed 10:08:35 AM - Hx of Mental Problems

09-16-2016 Fri 10:43:48 AM KP: Hx of checking medications

MEDICAL HISTORY -

- Diabetes, Insulin-Dependent
- Diabetic Neuropathy
- Diverticulosis
- Epicarditis

Given flu vaccine on 1/22/17

Sample Patient Chart

Spark provides for electronic management, storage, and real time access of patient medical files for the exchange of data and documents with other critical applications, and facilitates generation of the various required documents and reports. System generated documents, as well as scanned documents and those imported via an interface, can be easily managed in Spark. Scanned and imported images are stored directly in the patient's electronic chart and are easily accessed. Even documents faxed to your facility are stored electronically in the appropriate medical record - eliminating the need to print them.

Branching Orders System

CorrecTek contains a comprehensive branching orders system that can be utilized to enforce your site's standards of care. An order in CorrecTek is a request/command/order created by one entity, assigned to a department to execute on behalf of a patient. For example, a physician may create an order and assign it to a clinician or department to record a patient's Mental Health Evaluation.

An order will be assigned a start date which is the earliest date/time that an order can be started. It will be assigned a target date which is the most optimal date/time that an order should be started. Additionally, it will be assigned a drop dead date after which work cannot be started. Once the work on an order is completed, it is assigned a completion date.

The original creator of the order must approve the order after it is completed, and at that point the order is assigned an approval date and the order is 'closed'. When a department member completes work on an order, he/she will be given a pre-defined list of outcomes to signify the work on the order has been completed. For example, an order to record a patient's mental status may have two outcomes: (1) the mental health evaluation was recorded, or (2) the mental status evaluation was not recorded. Depending on which outcome is selected additional orders can be automatically created so that further steps may be taken on behalf of the patient.

This ability to branch additional orders based on the outcome of previous orders, allows for the creation of such things as treatment protocol orders. For example, an order to check the patient's blood pressure may have four (4) outcomes: (1) the blood pressure is normal, no additional orders are created if this outcome is chosen, (2) the blood pressure is high and an order to administer blood pressure medicine is automatically created, (3) the blood pressure is low and an order is sent back to the physician for his/her knowledge, or (4) the blood pressure could not be taken and the order is sent to the nursing supervisor for further action depending on why the blood pressure could not be taken.

CorrecTek's integrated report writer allows for the creation of reports that can track such things as:

- All outstanding orders for each department/office
- All orders that have not been started, but are past the drop-dead date
- All orders that had a certain outcome (such as the inability to record information)
- All orders completed by the Forensics Unit for the past thirty (30) days, sixty (60) days, etc.
- All orders pending physician's approval

There are no limits as to the number and types of orders, order outcomes, and/or user/departments that can be associated with orders. Authorized users can create order definitions that allow for the rapid creation of orders. Orders can be as simple or as complicated as required.

Integration and Interfaces

The developers at CorrecTek are able to interface with internal and external systems including jail management systems, pharmacy systems, laboratory applications, document management systems and commissary applications. Automated interfaces to internal and external laboratories ensure that all lab results are automatically inserted into the correct patient's chart and are immediately available for provider access.

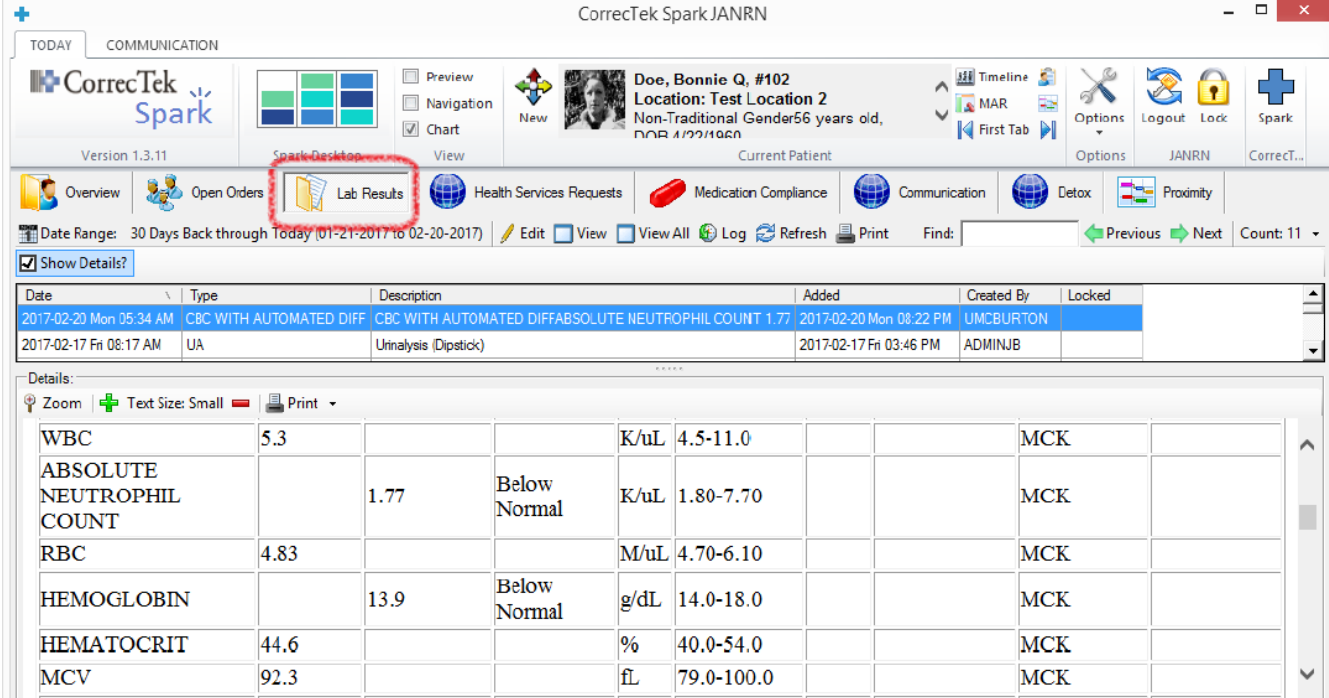
Utilizing an interface with your jail management system, demographic information is transferred directly into the CorrecTek application. The exact pieces of information that can be accessed from your existing system by CorrecTek are limited only by your current jail management application's restrictions. Inmates can be located by name, alias, booking number, gang affiliation or other valid search criteria. CorrecTek prevents the duplication of inmate medical records for those inmates who have returned after previous discharge.

CorrecTek Spark system is compatible with state Health Information Exchanges (HIEs).

Results Capturing and Reporting

Information is captured in the CorrecTek application through pick-lists and quick keyboard strokes. When information is received through an interface, it is automatically stored in the correct inmate medical record. Relevant information can also be received via fax and stored in the appropriate inmate’s medical record.

CorrecTek contains extensive reporting capabilities. Our system does not rely on third-party software such as Crystal Reports for report functionality. Since virtually every field in CorrecTek is a reportable field, report capabilities are endless. Prior to implementation, the CorrecTek staff will create every report required by your facility(s).



Date	Type	Description	Added	Created By	Locked
2017-02-20 Mon 05:34 AM	CBC WITH AUTOMATED DIFF	CBC WITH AUTOMATED DIFF	ABSOLUTE NEUTROPHIL COUNT 1.77	2017-02-20 Mon 08:22 PM	UMCBURTON
2017-02-17 Fri 08:17 AM	UA	Urinalysis (Dipstick)		2017-02-17 Fri 03:46 PM	ADMINJB

Test	Value	Reference Range	Units	Abnormality	Comment
WBC	5.3	4.5-11.0	K/uL		MCK
ABSOLUTE NEUTROPHIL COUNT	1.77	1.80-7.70	K/uL	Below Normal	MCK
RBC	4.83	4.70-6.10	M/uL		MCK
HEMOGLOBIN	13.9	14.0-18.0	g/dL	Below Normal	MCK
HEMATOCRIT	44.6	40.0-54.0	%		MCK
MCV	92.3	79.0-100.0	fL		MCK

Lab Results

Document Imaging

Any paper forms received on behalf of the inmate can quickly be scanned and stored in the appropriate medical record. Digital photographs can be stored in CorrecTek.

Photographed documentation of an inmate’s condition can be stored at the time of care. Likewise, to prevent identification errors during medication passes and health care visits, an identifying photograph can be assigned to each patient’s chart. Video clips and sound files can also be stored in CorrecTek – an ideal solution for storing medical procedure results such as intensive therapies.

Your Medical Unit is required to generate a variety of forms upon request and because the staff is accustomed to working with paper forms, screens will be created in CorrecTek that are similar the appearance of each paper document currently used in the facility. The user simply completes the “form” on the computer screen. If necessary, the form can be merged to a Microsoft Word document and can be printed, faxed, and emailed. Each time a “form” has been created for an inmate, it is saved in the patients chart and the master CorrecTek timeline. Information in the timeline cannot be lost or deleted and the paper form can be quickly reprinted if necessary.

Database Configuration

CorrecTek staff will configure your software database to meet the specific needs of your facility including the creation of screens to appear similar to paper forms, templates used for provider documentation and medication, treatment, diagnostic, and standing orders.

The configuration of the final database will be a significant undertaking. As part of the configuration process, all workflow, forms, and processes will be collected and converted into an electronic format within the CorrecTek EHR.

The process of configuration allows the database to meet the specific needs of the Department. The application does not limit the Department to certain functionality.

Entry screens, reports, records, templates, orders and forms are only a few of the components that are configured for you. Please note: All configuration will be performed by CorrecTek representatives on your behalf.

The CorrecTek Spark system includes a fully integrated electronic medication administration record (MAR). Also included is a treatment administration record (TAR).

eMAR

The Spark MAR:

- Fully integrated - complete medical records are accessible directly from the MAR.
- Supports PRN meds.
- Underlying medication order/prescription available from the MAR.
- Color-coded
- View previous and future MARs as required.
- A user can view the medical record, formularies, result, etc. without leaving MAR.
- Enter inmate requests, To-Do's, orders, etc. in the EHR without leaving the MAR.
- Supports an unlimited number of shifts and shift descriptions.
- Updates inventory levels as medications are dispensed.
- Contains an audit log to track every action and the user who performed the action.
- Generate reports from MAR data.

During Med Pass/Pill Call:

- Med Pass reports are automatically generated.
- Med Pass reports can be presented by housing location, by name and a variety of other methods.
- Patient's acceptance/refusal is documented during the Med Pass.
- Support the use of biometric technology - bar codes, fingerprint, etc.
- Photographs are used for inmate identification.

Spark has a fully integrated eMAR. A patient's current medications, allergies, and current medical problems are all viewable on the eMAR, with all inmate information accessible from the eMAR. Medication administration is recorded at the actual time it is given and recorded in the system. The eMAR is color-coded to show doses administered/missed, allowing for easy viewing of offender's past medication compliance. The CorrecTek Spark System's report writer can generate medication reports for any number of non-compliance issues for review by providers.

The eMAR has the ability to incorporate barcode scanners to assist in accessing a patient's MAR and medications quickly and accurately. The use of a Pending Doses tab allows the user to quickly document multiple doses at one time, rather than documenting each dose separately.

Medication Order Entry

Rapid Rx selection

Just type a few letters

Auto-send to Pharmacy

Search Key: Search On:

Categories: <ALL> <ALL>

Search Results:

Description	Drug
Ibuprofen 100mg Chew Tab	Ibuprofen 100mg Chew Tab
Ibuprofen 100mg Chew Tab	Ibuprofen 100mg Chew Tab
Ibuprofen 100mg/5ml Susp	Ibuprofen 100mg/5ml Susp
Ibuprofen 200 mg 3 po BID x 5 days	Ibuprofen
Ibuprofen 200 mg: 4 PO BID x 10 ...	Ibuprofen
Ibuprofen 200mg 2 po BID x 5 days	Ibuprofen
Ibuprofen 200mg Tablet	Ibuprofen 200mg Tablet
Ibuprofen 200mg TID x 2 days	Ibuprofen
Ibuprofen 400mg Tablet	Ibuprofen 400mg Tablet

Drug Administration

Rapid Outcome Selection--Yes, No, KOP

Full EHR Integration for easy chart access

Options: Barcode to verify Patient, Drug, and even User.
Signature pad support for Consent / Refusal.

Pending Doses

Patient: Edit

Date: Shift:

Patient Verified? Scan

User Verified? Scan

Legend: ■ Dose t ■ Admini

Pending Doses:

Check All Uncheck All Save Checked As: Administered Not Administered KOP Scan Checked

Prescription - * Dose Requires Authorization Prior To Administration	Quantity per Dose	Verified	Reason
<input checked="" type="checkbox"/> * 3 Day Vaginal 2% Cream 2% Directions: Apply 1 Cream topical 2 times per d...	1.00	No	Disabled
<input checked="" type="checkbox"/> * Abilify 30mg Tablet 30MG Directions: Take 1 Tablet by mouth 2 times per d...	1.00	No	Disabled
<input checked="" type="checkbox"/> Allegra-D 24HR 180mg Tab 180MG Directions: Take 1 Tablet by mouth 2 tm...	1.00	No	Disabled
<input checked="" type="checkbox"/> Androxy 10mg Tablet 10MG Directions: Take 1 Tablet by mouth 2 times per d...	1.00	No	Disabled
<input checked="" type="checkbox"/> Ibuprofen 200 mg Directions: Take 3 tablets by mouth twice a day for 5 days	3.00	No	Disabled
<input checked="" type="checkbox"/> Metformin ER 1000mg 1000MG ER Directions: Take 2 Tablets by mouth 2 tm...	2.00	No	Disabled

Medication List in Spark EHR

CorrecTek Spark JANRN

TODAY COMMUNICATION

CorrecTek Spark

Version 1.3.11 Spark Desktop View

Preview Navigation Chart

New **Doe, Bonnie Q. #102**
Location: Test Location 2
Non-Traditional Gender: 56 years old, DOB 1/22/1960

Timeline MAR First Tab Options Logout Lock Spark

Overview Open Orders Lab Results Health Services Requests **Medication Compliance** Communication Detox Proximity

Report Output: Dose Compliance Last 30 Days Edit Refresh Log Show: Print Graph View View All Find: Previous Next Count: 285

New Edit Patient MAR Sign Off Send Sign Off Requests Save to Timeline Copy Report

Med. Taken	Date	No Because	Medication	Dosage	Patient Last Name	Patient First Name	Patient Middle Initial	NDC #	Directions
KOP	2017-01-22		Androxy 10mg Tablet	10MG	Doe	Bonnie	Q	832008600	Take 1 Tablet by mouth 2 times per day for 90 days
KOP	2017-01-23		Androxy 10mg Tablet	10MG	Doe	Bonnie	Q	832008600	Take 1 Tablet by mouth 2 times per day for 90 days
KOP Sum (2)									
Missed	2017-02-17		Abilify 30mg Tablet	30MG	Doe	Bonnie	Q	59148001113	Take 1 Tablet by mouth 2 times per day for 30 days
Missed Sum (1)									
No	2017-01-22	Not in cell - Court	Androxy 10mg Tablet	10MG	Doe	Bonnie	Q	832008600	Take 1 Tablet by mouth 2 times per day for 90 days
No	2017-02-19	PRN not needed	Metformin ER 1000mg	1000MG ER	Doe	Bonnie	Q	68180033707	Take 2 Tablets by mouth 2 times per day for 120 days
No	2017-02-19	PRN not needed	Metformin ER 1000mg	1000MG ER	Doe	Bonnie	Q	68180033707	Take 2 Tablets by mouth 2 times per day for 120 days
No	2017-02-20	PRN not needed	Metformin ER 1000mg	1000MG ER	Doe	Bonnie	Q	68180033707	Take 2 Tablets by mouth 2 times per day for 120 days
No	2017-02-20	PRN not needed	Metformin ER 1000mg	1000MG ER	Doe	Bonnie	Q	68180033707	Take 2 Tablets by mouth 2 times per day for 120 days
No Sum (5)									
Yes	2017-01-22		5-htp 100mg Capsule	100MG	Doe	Bonnie	Q	47469004093	Take 1 Capsule by mouth BS: Once a month for 1 year
Yes	2017-01-22		Allegra-D 24HR 180mg Tab	180MG	Doe	Bonnie	Q	41167432005	Take 1 Tablet by mouth 2 times per day for 90 days

Medication Compliance

TAR (Treatment Administration Record)

The CorrecTek Spark System contains a sophisticated orders system and associated TAR (Treatment Administration Record) to ensure medical tasks are performed in a timely manner. Results, like blood pressure readings, can be quickly documented in the application.

The Order Based TAR (Treatment Administration Record) included in the CorrecTek Spark System:

- Supports all orders.
- Orders can be assigned to individual staff members or departments.
- Completed orders can automatically trigger the creation of new orders in the EHR.
- Allows for decision making support.
- Clinical records can be 'inserted' in the order as part of documentation.
- Supports approvals and sign-offs of orders.
- Contains an audit log that records every action and the users who performed them.

Dental Capabilities

The Spark database comes standard with protocols/templates for a dental exam, extraction and sick call. It also allows for basic dental imaging.

We do offer an Advanced Dental Suite with enhanced documentation functionality (please see pricing in the “Optional Services” portion of the quote). It contains an interactive graphic tooth chart that allows the user to document existing, planned, and completed treatments using typical dental colors and symbols. It supports ADA codes for documenting dental procedures and contains an interactive periodontal chart that allows the user to quickly record pocket depths, recession, CAL levels, MGJ values, bleeding, suppuration, furcation, and mobility.

Inventory Management

The Spark EHR contains inventory functionality to assist with tracking pharmaceuticals and supplies.

- Fully integrated inventory routines
- Track equipment, medication, supplies, etc.
- Can be tied to medication orders/prescriptions; Medication dispensation automatically reduces the inventory level
- Supports inventory re-order levels, minimum and maximum quantities
- Fully reportable

The Spark EHR can support inventory for pharmaceuticals and supplies using the inventory functionality integrated into the application. Minimum and maximum inventory levels, as well as a re-order level, can be set and used to monitor inventory levels of pharmaceutical and supplies. Re-order levels can be used to alert users when it is time to place an order for an item, but the application will not

The CorrecTek Spark System has the ability to locate inventory items based on their assigned barcode value. When combined with client determined reorder levels, authorized users can monitor inventory levels. If using the inventory feature of the CorrecTek Spark System, medications that are cancelled would be returned to stock.

Physical Records Management

Spark can support options for scanning hard copy records into the system, including search capabilities.

- Supports historic, scanned records.

- Stores scanned images in their native file format.
- Supports all major Microsoft Windows file formats.
- Supports photographs for identifications and condition history.
- Supports the storage of sound and video files.

Scanned documents are stored by category and are assigned to individual health records for easy access.

Administration and Reporting Tools

It provides unparalleled reporting and accountability, the capacity to measure staff productivity and can serve as a tool to ensure compliancy to nationally recognized standards of care. Full reporting capabilities, virtually all fields in Spark are reportable.

CorrecTek contains extensive reporting capabilities. Our system does not rely on third-party software such as Crystal Reports for report functionality. Since virtually every field in Spark is a reportable field, report capabilities are endless. Prior to implementation, the CorrecTek staff will create every report required by your facility(s). The Spark EHR Report Writer is very sophisticated and can accommodate reporting requirements for data elements entered into the system.

The CorrecTek Spark System has the ability to track facility statistics using the report writer. Reports can be centralized for individual providers, facility statistics, and system wide statistics. Defined time parameters can be included in these reports.

The CorrecTek Spark System reporting tool can be configured to provide feedback in support of continuous quality improvement. Reports can be generated for different time frames as needed (daily, monthly, quarterly, yearly, etc.).

Implementation Model

Transitioning from a paper based medical operation to a state-of-the-art paperless correctional EHR system requires the right project management team. At CorrecTek, Inc. we pride ourselves in the way we guide this process, teach end users and implement our products.

With over a decade of experience training medical healthcare providers in the conversion to EHR, CorrecTek's implementation team understands how to make your transition to electronic health records a successful process. CorrecTek also offers a full eLearning Library to all clients at no charge. Coupled with dedicated project management professionals, configuration specialists, interface developers, and Kentucky-based technical support representatives, the CorrecTek Spark system is the total solution.

CorrecTek HUB

If your facility transfers inmates from/to another CorrecTek facility, you should consider the CorrecTek HUB. The CorrecTek HUB will allow you to electronically send and receive medical records quickly and securely with authorized partner facilities.

Reduce staff time and potentially even the need for duplicate testing by retrieving medical records from other jails via the CorrecTek HUB.

Note the CorrecTek HUB does not store any medical records, it simply acts as a conduit to electronically share medical records between two correctional facilities that both use the CorrecTek EHR (both CorrecTek 2014 and CorrecTek Spark are supported).

CorrecTek EHR for U.S. Immigration and Customs Enforcement (ICE)

Housing U.S. Immigration and Customs Enforcement (ICE) detainees introduces unique requirements within a correctional facility.

We have several private and government facilities using the CorrecTek Spark EHR to manage healthcare documentation for ICE detainees. For those customers, we have incorporated ICE-specific documentation needs within CorrecTek Spark and can do the same for you.

The CorrecTek Spark Electronic Health Records (EHR) system can enhance your ability to meet ICE-specific requirements for medical, dental, and behavioral health services.

You can eliminate the problems of paper charts, and better meet the needs of ICE by modernizing your facility around the CorrecTek Spark EHR.

In Conclusion

CorrecTek, Inc. provides sophisticated, complete, correctional-specific solutions along with a proven, full-service implementation methodology. Coupled with 24/7 live technical support and ongoing service after the sale, CorrecTek, Inc. is the EHR provider of choice.

CorrecTek EHR Full Service Implementation Plan – Executive Overview

CorrecTek offers a full service implementation methodology for transitioning a correctional facility to the CorrecTek EHR. The CorrecTek implementation is a phased approach led by the CorrecTek Implementation Coordinator. Some phases may be optional, and execution of some phases will overlap.

The standard phases of the CorrecTek full service implementation plan are as follows:

1. Project Kick-Off

The goal of this phase is to introduce the primary stakeholders and outline the steps of the remaining phases of the implementation.

2. Infrastructure Readiness

The goal of this phase is to ensure I.T. staff has all infrastructure requirements in place to provide optimal performance, security, and reliability of the CorrecTek EHR application.

3. EHR Application Requirements

In this phase the customer evaluates the existing processes, forms, and reports provided with the CorrecTek EHR system and determines what changes, if any, are needed to make sure the CorrecTek EHR is properly configured to meet the customer's business requirements.

4. CorrecTek Database Configuration

In this phase the CorrecTek Configuration Team will “build out” or “configure” the customer's production database to ensure that all changes requested from Phase 3 – EHR Application Requirements are properly configured and tested in the production database.

5. Interface Development

In this phase the CorrecTek Interface Development Team will work with third-party vendors (e.g. jail management, pharmacy, laboratory, etc.) to make certain the CorrecTek EHR can share information (interface) with third-party systems, as contracted to do so by the customer.

6. User Acceptance Testing – Optional

If the customer has contracted with CorrecTek for the User Acceptance Testing Phase, CorrecTek will provide formal training to the customer on how to perform user acceptance testing of forms, processes, workflows, reports, and/or third-party interfaces.

7. Finalize Training Schedule

In this phase the CorrecTek Implementation Coordinator and the customer will define a training plan to include users to be trained, the training schedule, and on-site training resources.

8. Technical Dress Rehearsal

CorrecTek Support and local I.T. will check connectivity, workstations, and peripheral devices.

9. Customer Chart Preparation

In this phase, after receiving online training from CorrecTek, the customer will perform “chart prep” for all patients as a precursor to using the CorrecTek EHR in a production setting.

10. Data Migration - Optional

Old medical records (paper charts or legacy software) will be entered in the CorrecTek EHR.

11. End-User Training / End-User Go-Live

This phase consists of two parts, 1) user training, and 2) go-live. CorrecTek staff will typically be on-site to train all users and then immediately assist the users as they “go live” with the system.

12. Post Go Live

In this phase, the customer is transitioned to CorrecTek Support for assistance going forward.

CorrecTek EHR Full Service Implementation Plan

Phase 1 – Project Kick-Off

The goal of this phase is to introduce the primary stakeholders and outline the steps of the remaining phases of the implementation.

The **Project Kick-Off Phase** can usually be accomplished via one or more phone conferences led by the **CorrecTek Implementation Coordinator** and in coordination with the designated project leadership from the customer.

During the joint phone conferences, the goal will be to accomplish the following:

- A. Introduction of all stakeholders
- B. Identification of all third party vendors for interface purposes
- C. Expectations/Responsibilities of all stakeholders.
- D. High-level discussion of remaining phases.

Deliverables:

- A. Contact Information (e.g. email addresses, phone numbers, etc.) to be shared
- B. This document (**CorrecTek EHR Full Service Implementation Plan**) is provided by **CorrecTek** to the customer.

CorrecTek EHR Full Service Implementation Plan Phase 2 - Infrastructure Readiness

The goal of this phase is to ensure I.T. staff has all infrastructure requirements in place to provide optimal performance, security, and reliability of the **CorrecTek EHR** application.

The **CorrecTek Implementation Coordinator** will coordinate phone conferences with local I.T. staff, any contracted I.T. staff, and any hosting vendors (if the customer has contracted for hosting services) to ensure that proper responsibilities are known and expectations are set.

The **CorrecTek Implementation Coordinator** will provide technical documentation to I.T. staff to assist in confirming that the correct infrastructure is in place for the **CorrecTek EHR**.

Deliverables:

1. **CorrecTek** to provide the following to I.T. staff:
 - a. **CorrecTek EHR Technical Requirements Document**
 - b. **CorrecTek EHR Infrastructure Readiness Checklist**

2. I.T. staff to provide back to **CorrecTek**:
 - a. Completed **CorrecTek EHR Infrastructure Readiness Checklist**

CorrecTek EHR Full Service Implementation Plan Phase 3 - EHR Application Requirements

In this phase the customer evaluates the existing processes, forms, and reports provided with the **CorrecTek EHR System** and determines what changes, if any, are needed to make sure the **CorrecTek EHR** is properly configured to meet the customer's business requirements.

There are several steps required to complete this phase:

1. The **CorrecTek Implementation Coordinator** will provide a **Health Services Assessment Questionnaire** and a **CorrecTek Configuration Spreadsheet** to the customer with instructions on how to complete both documents. The **Health Services Assessment Questionnaire** is used to help CorrecTek understand the processes and needs of the people that provide medical, dental, and behavioral health services in the correctional facility. The **CorrecTek Configuration Spreadsheet** is used to specifically define every form, order, and report required by the customer, and that will be implemented using the **CorrecTek EHR**.
2. The customer will be required to complete both documents mentioned in step one, above.
3. The **CorrecTek Implementation Coordinator** will typically travel on-site for face-to-face meetings with the customer's designated stakeholders. If possible, during this visit the customer can provide the **CorrecTek Implementation Coordinator** with a "walk-through" of the customer's facilities for assistance in understanding the customer's workflow for medical, dental, and behavioral health.
4. This phase, **Phase 3 – EHR Application Requirements**, is not considered to be complete until the customer can provide the completed documents (**Health Services Assessment Questionnaire** and **CorrecTek Configuration Spreadsheet**) back to **CorrecTek**.

Deliverables:

1. **CorrecTek** will provide to the customer:
 - a. **Health Services Assessment Questionnaire**
 - b. **CorrecTek Configuration Spreadsheet**
2. The customer will provide to **CorrecTek** completed versions of
 - a. **Health Services Assessment Questionnaire**
 - b. **CorrecTek Configuration Spreadsheet**

CorrecTek EHR Full Service Implementation Plan

Phase 4 - CorrecTek Database Configuration

In this phase the **CorrecTek Configuration Team** will “build out” or “configure” the customer’s production database to ensure that all changes requested from **Phase 3 – EHR Application Requirements** are properly configured and tested in the production database.

Once the customer has provided **CorrecTek** with the completed versions of the **Health Services Assessment Questionnaire** and the **CorrecTek Configuration Spreadsheet**, the **CorrecTek Configuration Team** will create a “production” **CorrecTek EHR** database for the customer.

Depending on the number of changes requested by the customer to the initial **CorrecTek Database**, this process can take one or more weeks.

Customers will usually request changes for their Intake, H&P, Nursing Protocols, and occasionally, site-specific forms. If the customer houses U.S. Immigration and Customs Enforcement (ICE) detainees, or other non-local governmental agency inmates, additional time may be required for inclusion of forms and reports for these organizations.

In addition to forms, orders, reports, and workflows, other elements to “configure” on behalf of the customer will include usernames, department membership, and various lists or dictionaries of choices for such things as reasons for refusal, shift names, facility locations, etc.

This phase is considered “complete” when the **CorrecTek Configuration Team** has fully configured the database and it is installed and ready for use by the customer in a production environment.

Deliverables:

1. Completed **CorrecTek EHR** Production Database per customer requirements.

CorrecTek EHR Full Service Implementation Plan Phase 5 - Interface Development

In this phase the **CorrecTek Interface Development Team** will work with third-party vendors (e.g. jail management, pharmacy, laboratory, etc.) to make certain the **CorrecTek EHR** can share information (interface) with third-party systems, as contracted to do so by the customer.

This phase is driven by the **CorrecTek Interface Development Team** but requires participation of the technical staff of third-party vendors.

The **CorrecTek Implementation Coordinator** and/or the **CorrecTek Interface Development Team** can contact and work with third-party vendors, but it will be the customer's responsibility to initially notify third-party vendors of this project and handle any concerns related to payment and/or participation raised by third-party vendors.

CorrecTek has developed interfaces with many companies that supply systems and software in the correctional marketplace, including but not limited to: offender management systems, pharmacy systems, commissary systems, laboratory systems, radiology systems, hospitals, and health information exchanges. However, even if CorrecTek has previously interfaced with a specific vendor at another location, there is still a considerable effort of setup and testing that must be performed for every customer. Failure to properly set up and test interfaces can be detrimental to correctional staff productivity, and even life-threatening to the patient with regards to the pharmacy interface.

Some correctional facilities may not use a commercial product and will instead have their own system(s) developed in-house. The **CorrecTek Interface Development Team** has extensive experience with in-house developed systems and can work with the correctional site's developers to ensure a secure reliable interface between in-house systems and the **CorrecTek EHR**.

Typically, at a minimum, the offender management interface with **CorrecTek** must be in place before the **CorrecTek EHR** can be utilized in production. The customer also has the discretion to require that other interfaces are developed, implemented, and tested before "going live" with the **CorrecTek EHR**.

Often times though, the customer will choose to "go live" without all interfaces in place as the necessity of moving to the **CorrecTek EHR** (and abandoning paper) is more important than waiting on completion of all interfaces. These decisions are handled on a case-by-case basis.

Deliverables:

1. CorrecTek will provide the appropriate **CorrecTek Interface Technical Requirements Document** to the appropriate third-party vendor.
2. Completion of all contracted interfaces between the **CorrecTek EHR** and third-party systems.

CorrecTek EHR Full Service Implementation Plan Phase 6 - User Acceptance Testing – Optional

If the customer has contracted with **CorrecTek** for the **User Acceptance Testing Phase**, **CorrecTek** will provide formal training to the customer on how to perform user acceptance testing of forms, processes, workflows, reports, and/or third-party interfaces.

This is an optional phase typically only contracted by facilities and/or organizations with an increased need for quality assurance steps. Depending on the level of testing required by the customer, and whether or not interfaces are to be formally tested by the customer, this phase can last several weeks or longer.

CorrecTek cannot perform **User Acceptance Testing**; by definition only the **user** (customer) can perform **User Acceptance Testing**. However, **CorrecTek** can provide guidance through the form of training and documentation on how to perform **User Acceptance Testing**.

The customer will typically select a small number of subject matter experts (no more than 8 total) that will be expected to perform all **User Acceptance Testing**. **CorrecTek** will provide these selected testers the standard training on how to use the **CorrecTek EHR** as well as training specific to testing. Please note that the purpose of this training is only to assist the customer in preparation for **User Acceptance Testing**; this training is not designed for, or to be used for, any end-user training in the production use of the **CorrecTek EHR**. Expanding the scope of **User Acceptance Testing** beyond acceptance testing is not supported or allowed.

Once trained on how to use, create test data, and actually test configuration of the **CorrecTek EHR**, it will be the customer's responsibility to test some or all of the forms, orders, reports, workflows, and dictionaries as configured by the **CorrecTek Configuration Team**, per the requirements supplied by the customer in **Phase 3 – EHR Application Requirements**.

CorrecTek will provide a formal process for reporting any discrepancies in the **CorrecTek EHR** configuration that may be uncovered during **User Acceptance Testing**. Discrepancies uncovered that are not the fault of **CorrecTek**, (for example, failure of the customer to provide the latest version of a specific form needed) may result in additional charges/time billed to the customer. **CorrecTek** will make every attempt to correct all types of discrepancies in a reasonable amount of time, but depending on the effort/time required, there may be a lag between the reporting of a discrepancy and its resolution.

The customer will decide when the **User Acceptance Testing Phase** is complete and the **CorrecTek Database** is ready for production use.

Deliverables:

1. Documentation on how to perform **User Acceptance Testing**
2. Documentation on how to request a change in the database "configuration".

CorrecTek EHR Full Service Implementation Plan Phase 7 - Finalize Training Schedule

In this phase the **CorrecTek Implementation Coordinator** and the customer will define a training plan to include users to be trained, the training schedule, and on-site training resources.

It is expected that all intended users of the **CorrecTek EHR** will receive formal training by **CorrecTek**. Training is based on job duties, that is, nurses receive specific training related to nursing duties, providers receive specific training related to their needs, etc.

CorrecTek does provide an on-line, free, e-Learning library for the **CorrecTek EHR** that is available to any person interested in getting a head start on the formal training to be provided by **CorrecTek**. The entire course work is online for all classes at **CorrecTek's** website: www.correctek.com.

Training is provided by **CorrecTek** employees typically onsite at the customer's facility. **CorrecTek** will provide a training laboratory consisting of computer workstations, a computer server, and a wireless network. This training laboratory is self-contained, and there is no need for internet access for training.

If training is on-site, the customer is expected to supply one or more conference rooms to be used exclusively by **CorrecTek** during the training dates to accommodate all classes. Additional rules/guidelines related to training such as cell phone usage, start/stop times, etc., will be provided to the customer by **CorrecTek**.

Prior to the training, the customer is to provide a list of all users to be trained as well as the job titles of those users. **CorrecTek** will use this list of users and their job duties to plan a training schedule that maximizes the time available for training.

Deliverables:

CorrecTek to provide to the customer:

1. **CorrecTek New User Introduction** Document
2. Final training schedule of classes and users assigned to attend each class.

Customer to provide to **CorrecTek**:

1. List of all users to be trained include job titles and duties.

CorrecTek EHR Full Service Implementation Plan Phase 8 – Technical Dress Rehearsal

CorrecTek Support and local I.T. will check connectivity, workstations, and peripheral devices.

Prior to production use of the **CorrecTek EHR** by the customer, **CorrecTek Support** and local I.T. will conduct a **Technical Dress Rehearsal** to ensure that connectivity to the **CorrecTek** database is available and that all necessary devices are functioning properly.

The following items are typically verified for proper operation:

1. Connectivity to **CorrecTek EHR** and the database server.
2. Wireless networks
3. Computer workstations
4. Scanners
5. Printers
6. Bar Code Readers
7. Signature Pads
8. User Account Logins

Depending on the number of devices to be verified and the number of problems encountered, execution of this **“Technical Dress Rehearsal”** may take a half to full day.

Deliverables:

1. CorrecTek will provide a **Technical Dress Rehearsal Summary** to the customer.

CorrecTek EHR Full Service Implementation Plan Phase 9 - Customer Chart Preparation

In this phase, after receiving online training from **CorrecTek**, the customer will perform “chart prep” for all patients as a precursor to using the **CorrecTek EHR** in a production setting.

The goal of **Phase 9 – Customer Chart Preparation** is to have selected customer staff “prep” or “build” the **CorrecTek EHR** patient medical record for all patients currently in the customer’s facility. This is a necessary step to ensure that all relevant medical information is present in each patient’s chart so that when production use of the **CorrecTek EHR** begins, the medical providers and staff will have immediate access to pertinent medical records via the **CorrecTek EHR**.

Prior to the commencement of chart prep, the interface between the facility’s offender management system and the **CorrecTek EHR** must be in place and functioning properly. The proper functioning of this interface will allow for a data dump of all patient names, demographic information, identifying photographs, and cell locations from the offender management system into the **CorrecTek EHR**.

To “prep” a patient’s chart, the user will enter the following information into the patient’s medical record:

1. Patient Allergies
2. Patient Problems
3. Patient Past Medical History
4. Patient Orders (both medication and non-medication)

Of course, it is important for all medical information to be properly entered into the patient’s medical record, but the outstanding **medication orders** are critical. The medication orders will drive medication administration as well as reorder of drugs when existing orders are completed. Failure to properly “prep” the patient’s chart for medication orders can affect patient safety as drugs may not be administered or re-ordered at the proper times. It is typically suggested that staff members responsible for medication administration should be selected to perform chart prep of medication orders.

CorrecTek will provide online/phone training to designated customer staff on how to perform “chart prep.” Typically, the chart prep process requires one to two weeks of customer staff time. Immediately after chart prep is complete, it is expected that the customer will “go live” with the **CorrecTek EHR**.

Deliverables:

1. **CorrecTek** will provide documentation and training on how to perform chart prep.
2. The customer will perform chart “prep” for all patients in the facility.

CorrecTek EHR Full Service Implementation Plan Phase 10 – Data Migration - Optional

Old medical records (paper charts or legacy software) will be entered in the **CorrecTek EHR**.

This is an optional phase that may be accomplished in one (or both) of two ways:

1. Scan in old paper charts
2. Perform a data migration of data from a legacy system to **CorrecTek**.

Some facilities choose to scan in old paper charts (medical records) and some do not. If the facility is transitioning from a legacy software system that contains medical records, the customer may have contracted with **CorrecTek** to perform an electronic data migration of those records into the **CorrecTek EHR**.

Scan In Paper Charts:

If the customer has decided to scan old paper charts into the **CorrecTek EHR** as digital images, **CorrecTek** can offer online training and guidance on how best to scan in old paper charts. The process of scanning in old paper charts may be an ongoing process that continues from before going “live” with the **CorrecTek EHR** to several months after going “live”. The customer is responsible for scanning old paper charts; **CorrecTek** does not offer this service. If a third party is contracted to perform scanning services, **CorrecTek** can offer guidance to that third party vendor.

Data Migration:

If the customer has contracted with **CorrecTek** to perform a data migration, **CorrecTek Development** will work with the legacy software vendor to coordinate a data export from the legacy system in an industry standard file format that is recognizable by the **CorrecTek EHR** (for data import). In some cases, the data migration may require multiple data dumps depending on the size of the data to be migrated.

For a data migration, the customer will be responsible for reviewing imported data to verify accuracy of the imported data.

A data migration process may continue after the customer goes “live” with the **CorrecTek EHR**.

Deliverables:

1. **CorrecTek** will provide documentation and training on scanning in old medical paper charts.
2. **CorrecTek** will provide the **CorrecTek Data Migration Guide** to the customer and the appropriate legacy software vendors.
3. Once data migration is complete, the customer must review and verify the accuracy of imported data.

CorrecTek EHR Full Service Implementation Plan

Phase 11 - End-User Training / End-User Go-Live

This phase consists of two parts, 1) user training, and 2) go-live. **CorrecTek** staff will typically be on-site to train all users and then immediately assist the users as they “go live” with the system.

Part 1 – User Training:

For end-user training, **CorrecTek** typically sends a team of trainers on-site to perform classroom training for all intended users of the **CorrecTek EHR**. **CorrecTek** will provide a self-contained training laboratory with all necessary computers/servers/etc., to accommodate training classes. The customer will supply one or more conference rooms to serve as dedicated training areas. It is expected that every user that is to use the **CorrecTek EHR** will attend one or more training classes.

Training classes are organized based on job duties. For example, nurses will receive nurse-specific training; providers will receive provider-specific training; administrators will receive administrative-specific training, etc. User manuals and job aids will be provided for each trainee. After a training class, trainees will be asked to provide anonymous feedback on the quality and content of training.

CorrecTek does provide an on-line, free, e-Learning library for the **CorrecTek EHR** that is available to any person interested in getting a head start on the formal training to be provided by **CorrecTek**. The entire course work is online for all classes at **CorrecTek’s** website: correctek.com.

Sample Class Sessions

Monday	12pm-4pm User Session	6pm-10pm User Session	
Tuesday	7am-11am User Session	12pm-2pm Admin Session	2pm-6pm User Session
Wednesday	8am-12pm User Session	1pm-5pm Practice Session	
Thursday	8am-5pm Advanced Dental Session		

Part 2 – Go Live:

Sample Go Live Schedule

- Friday, Saturday, Sunday, Monday--John Baker Public Safety Center—2 resources working 7am-4pm, 1 resource working 3pm-12am, 1 resource working 11pm-8am
- Tuesday, Wednesday, Thursday, Friday--Wake County Detention Center--2 resources working 7am-4pm, 1 resource working 3pm-12am, 1 resource working 11pm-8am

Go-Live commences the day after training ends. “Go-Live” means that the medical staff and providers are using the **CorrecTek EHR** in a production setting to document all care given on behalf of all patients. **CorrecTek** staff will be onsite to assist users as they perform their various job duties. Typical areas of assistance include (but are not limited to): Med Pass, Intake, Sick Call, Provider Visits, etc.

Discrepancies in configuration may be uncovered during training and go-live. This is normal. It is impossible to test every item or to fully know how the **CorrecTek EHR** may be utilized by providers and staff. **CorrecTek** will make every effort to quickly resolve any discrepancies in configuration discovered during training and go-live. Typically 95 to 100% of all discrepancies are resolved within 1 business day.

At the conclusion of this phase, the customer should be confident in their use of the **CorrecTek EHR**, though probably not back to 100% efficiency, which will come with time and daily use of the software.

Deliverables:

CorrecTek will provide the following:

1. Training Laboratory
2. Job Aids and User Instruction Manuals
3. Training and Go-Live Assistance
4. Training & Go Live Synopsis (at the conclusion of Go Live)

CorrecTek EHR Full Service Implementation Plan

Phase 12 - Post Go Live

In this phase, the customer is transitioned to **CorrecTek Support** for assistance going forward.

At the conclusion of **Phase 11 - End-User Training / End-User Go-Live**, the **CorrecTek** training team will leave the customer's facility.

The **CorrecTek Implementation Coordinator** will provide instruction to the customer on how to contact the **CorrecTek Support** Department for assistance going forward on an as-needed basis.

If the customer has contracted for optional services such as the **CorrecTek Advantage Program** or the **CorrecTek Account Manager Program**, the **CorrecTek Implementation Coordinator** will also provide information on how to begin participation in these programs.

Once a hand-off is made by the **CorrecTek Implementation Coordinator** to the **CorrecTek Support Department**, the **CorrecTek Implementation Coordinator** will no longer serve as the customer's point of contact.

The hand-off to **CorrecTek Support** is the last step of the **CorrecTek EHR Full Service Implementation Plan**, and at that time this **CorrecTek EHR Implementation** project will be considered complete.

Note that some phases (Interface Development and Data Migration) may continue after the customer has gone "live" with the **CorrecTek EHR**. Your **CorrecTek Implementation Coordinator** will continue to manage those ongoing phases until completion, but all other concerns of the customer will be handled through the **CorrecTek Support Department**.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into by and between LICENSOR CorrecTek, Inc. (CORRECTEK), a Kentucky corporation with a place of business at 1640 McCracken Blvd., Paducah, Kentucky 42001, and LICENSEE FACILITY NAME ("CLIENT"), with a mailing address at ADDRESS. The effective date of this Agreement shall be the last date executed below ("Effective Date").

RECITALS

- A. CORRECTEK, Inc. is the owner of a comprehensive software system, CORRECTEK EHR, designed to replace another software system or a paper-based system of medical department management.
- B. CLIENT is a law enforcement agency operating a correctional facility desiring to enter into a Licensing Agreement for the non-exclusive right to utilize CORRECTEK in a Correctional Facility Medical Department setting.
- C. CLIENT desires to obtain a license to certain CORRECTEK software and technology, in order to replace another software system or a paper-based system of medical department management. CORRECTEK is willing to grant CLIENT such a license upon the terms and conditions set forth below.
- D. "SOFTWARE" means the CORRECTEK EHR software developed or acquired by CORRECTEK to replace another software system or a paper-based system of medical department management.
- E. "AUTHORIZED USER" (User) means any employee or contractors of CLIENT and/or designated vendors.
- F. "SUPPORTING RESOURCES" is defined as printed or electronic user manuals, technical guides, training resources, etc. provided by CORRECTEK to aid in the use of the SOFTWARE.
- G. "TRAINING AND GO-LIVE" is defined as time when CorrecTek resources are on-site at the facility to train staff and assist staff with the initial use of the software.
- H. "GO-LIVE" means the moment at which the software is initially used in a production environment.
- I. "INTERFACE" is defined and referenced in all applicable addendums attached hereto and incorporated herein.
- J. "IMPLEMENTATION COORDINATOR" The CORRECTEK PROJECT MANAGER has the overall authority and responsibility for managing and executing this project
- K. "FACILITY PROJECT LEADER" is the member of the CLIENT'S organization that promotes the project and is responsible for ensuring the completion of CLIENT deliverables.

AGREEMENT

1. GRANT OF RIGHTS

- 1.1. Subject to payment of applicable license fees, CORRECTEK grants CLIENT a non-exclusive and non-transferable license to use the executable code version of the SOFTWARE and accompanying SUPPORTING RESOURCES by AUTHORIZED USERS, according to the terms and conditions of this agreement.
- 1.2. CLIENT agrees that CLIENT is prohibited from performing, and will not perform any of the following actions:
 - 1.2.1. Use the SOFTWARE except as authorized herein
 - 1.2.2. Modify or create any derivative works of any SOFTWARE or SUPPORTING RESOURCES, including the translation or localization
 - 1.2.3. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for SOFTWARE (except to the extent applicable laws specifically prohibit such restriction)

- 1.2.4. Redistribute, encumber, sell, rent, lease, sublicense, or use the SOFTWARE in a timesharing or service bureau arrangement, or otherwise transfer rights to any SOFTWARE
 - 1.2.5. Copy the SOFTWARE (except for an archival copy which must be stored on media other than a computer hard drive) or SUPPORTING RESOURCES (copies shall contain the notices regarding proprietary rights that were contained in the SOFTWARE originally delivered by CORRECTEK)
 - 1.2.6. Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels in the SOFTWARE
 - 1.2.7. Modify any header files or class libraries in any SOFTWARE
 - 1.2.8. Create or alter source or development tables or reports relating to the database portion of the SOFTWARE
 - 1.2.9. Access CORRECTEK database tables or other CORRECTEK data storage outside the use of the SOFTWARE unless otherwise authorized by CORRECTEK
 - 1.2.10. Use CORRECTEK SOFTWARE on a computer system that has more workstations or computers than have been licensed from other vendors
 - 1.3. Assignment of Rights. As additional consideration, CLIENT agrees that it will transfer and assign all rights to any configuration, add-ons, modules or source code developed by CORRECTEK and entered by AUTHORIZED USERS into existing area formats of the SOFTWARE that CLIENT creates, uses or embeds in or as part of its use of the SOFTWARE to CORRECTEK irrevocably and forever.
 - 1.4. No Other Licenses. The licenses granted under this Agreement are specifically set forth herein, and no licenses are granted by CORRECTEK to CLIENT by implication or estoppels.
2. INSTALLATION AND ONGOING MAINTENANCE
- 2.1. CORRECTEK will provide the CORRECTEK SOFTWARE and database to the appropriate CLIENT IT personnel for implementation. It will be the sole responsibility of CLIENT IT to install the initial database, CORRECTEK SOFTWARE and any subsequent updates.
 - 2.2. CLIENT acknowledges that the following duties are NOT the responsibility of CORRECTEK:
 - 2.2.1. Maintaining a functioning network.
 - 2.2.2. Maintaining any servers or workstations related to the CORRECTEK SOFTWARE including but not limited to backups, Microsoft SQL Server database maintenance, system performance, or anti-virus monitoring.
 - 2.2.3. Managing AUTHORIZED USER log in names and passwords.
 - 2.2.4. Implementing, updating, or troubleshooting printers or peripheral devices including, but not limited to: document scanners, signature pads, barcode readers or fingerprint readers.
 - 2.2.5. Any other administrative duties typical of an Information Technology organization.
 - 2.3. CLIENT acknowledges that CLIENT or CLIENT IT vendor is responsible for implementing their own change management process for new CORRECTEK SOFTWARE releases prior to installing a new build in the production environment.
 - 2.4. User Acceptance Testing
 - 2.4.1. Development – CorrecTek SOFTWARE is an off-the-shelf Electronic Health Record application. Client will not be involved in testing the development of the software, as this process takes place prior to purchase.
 - 2.4.2. Configuration – Client will not be involved in testing the completed configuration of the software, unless otherwise outlined in Exhibit 1.
3. FEES AND TAXES
- 3.1. CLIENT shall pay fees to CORRECTEK, Inc. according to the fee schedule set forth in Exhibit 1 attached hereto and incorporated herein by reference.
 - 3.2. The license fees due hereunder are exclusive of any applicable taxes. CLIENT shall pay all taxes, including any sales and/or use tax (and any related interest/penalty), imposed as a result of the existence or operation of this Agreement, except any income tax upon CORRECTEK by any governmental entity. Sales tax will be charged unless CLIENT provides a valid Sales Tax Exemption Certificate.
 - 3.3. Taxes. In addition to any other payments due under this Agreement, CLIENT agrees to reimburse and hold CORRECTEK harmless from any sales, use, excise import or export, value added or similar tax or duty, or any other

tax not based on CORRECTEK's net income, and any governmental permit and license fees, customs fees and similar fees levied upon delivery of the deliverable and/or services hereunder which CORRECTEK may incur in respect of this Agreement.

4. PAYMENT

4.1. CLIENT agrees to pay according to payment terms on Exhibit 1.

4.2. Support and upgrade fees will commence on the first day of the month in which "GO-LIVE" is scheduled to occur unless alternate terms are attached hereto as an attachment in which case terms defined in the attachment shall prevail. This rate will remain in effect for a period of ONE (1) YEAR after commencement of this Agreement. Thereafter, CorrecTek may increase the Monthly Technical Support and Upgrade Fee by sending written notice of such increase at least sixty (60) days prior to the annual contract renewal.

4.3. Payment of any other amount, including subsequent monthly payments owed by CLIENT to CORRECTEK pursuant to this Agreement shall be paid within thirty (30) days following invoice from CORRECTEK. In the event any overdue amount owed by CLIENT is not paid following thirty (30) days written notice from CORRECTEK, then in addition to any other amount due, CORRECTEK may impose, and CLIENT will pay, a late payment charge at the rate of fifteen percent (15%) per month on any overdue amount. Support and upgrade services will be discontinued in the event the CLIENT is 60 days past due on any invoice. In the event of discontinuation, all outstanding fees and a \$395 reconnect/processing fee must be satisfied before service can be reinstated. CORRECTEK will not perform any additional billable services for CLIENT if account is not in good standing.

4.4. If the established training and target go-live milestone date is delayed at no fault of CORRECTEK, CLIENT agrees to reimburse CORRECTEK for all non-refundable costs (airline tickets, lodging, car rental costs, shipping costs, etc.) Additionally, CLIENT acknowledges that such delay impacts CORRECTEK financially and agrees to reimburse CORRECTEK for scheduled resources if CORRECTEK is unable to reschedule those resources to another comparable project.

4.5. It is a CORRECTEK policy that any payment over \$4,000 be sent overnight using our FedEx Account Number (provided on invoices) to ensure that the payment is secure, can be tracked, and is received on time.

5. TERM

5.1. This Agreement shall have a term of one (1) year commencing on the date it is executed by both parties hereto, and thereafter it shall automatically renew for successive renewal terms of one year each unless either party gives written notice of its intent not to renew to the other party at least sixty (60) days prior to the date of any renewal. Upon renewal of this Agreement, CLIENT shall pay CORRECTEK recurring and/or monthly fees according to the defined payment schedule set forth in Exhibit 1 attached hereto.

6. PROPRIETARY RIGHTS

6.1. Title. CLIENT acknowledges that the SOFTWARE and SUPPORTING RESOURCES are the valuable trade secrets of CORRECTEK. CORRECTEK shall be the sole and exclusive owner of the SOFTWARE.

6.2. Proprietary Rights Notices. CLIENT agrees that it will not alter or otherwise obscure any proprietary rights notices appearing in the SOFTWARE or SUPPORTING RESOURCES.

7. WARRANTY

7.1. CLIENT acknowledges that because of the complexity of computer technology, CORRECTEK cannot and does not warrant that the SOFTWARE operations will be uninterrupted and error free. CORRECTEK warrants that for a period of Ninety (90) days after installation of the SOFTWARE, (the "Warranty Period"), the SOFTWARE will perform substantially in accordance with the SUPPORTING RESOURCES. In the event of any defect arising during the Warranty Period, or at any time during which Monthly Technical Support and Upgrade Fees are current, CORRECTEK shall address any such defects promptly following receipt of written notice from CLIENT of such defects.

8. LIMITATION OF LIABILITY

8.1. Except as otherwise herein provided: (A) CORRECTEK shall not have any liability for incidental, consequential, indirect, special or punitive damages of any kind or for loss of revenue or loss of business arising out of or in connection with this agreement, regardless of the form of the action, whether in contract, tort (including negligence), strict software liability or otherwise, even if any representative of a party hereto has been advised of the possibility of such damages; and (B) in no event shall CORRECTEK's liability under this agreement exceed the amounts paid by CLIENT to CORRECTEK under this Agreement.

9. DISPUTE RESOLUTION

- 9.1. Negotiation and Mediation. In the event of any dispute arising between the parties to this Agreement, other than a claim for non-payment of fees by CorrecTek against CLIENT, negotiation will commence upon written notice from one party to the other. Settlement discussions and materials will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. Both parties agree to allow 45 days (from the date of written notice) for negotiations in a good faith effort to resolve the dispute prior to pursuing another course of action. In the event of a claim for non-payment please refer to section 4.3.
- 9.2. Legal Fees. In the event of any dispute arising between the parties, the prevailing party shall be reimbursed by the non-prevailing party for any and all costs associated therewith, including attorneys' fees and paralegal fees for all stages of dispute resolution.
- 9.3. Limitations Period. Absent fraudulent concealment, neither party may raise a claim more than three years after it arises or any shorter period provided by applicable statutes of limitations.

10. INITIAL SERVICES AND IMPLEMENTATION CONSIDERATIONS

10.1. Project Management.

- 10.1.1. After contract execution, CORRECTEK shall assign a IMPLEMENTATION COORDINATOR to facilitate the implementation of the SOFTWARE. The CORRECTEK IMPLEMENTATION COORDINATOR will work with all resources to perform project planning.
- 10.1.2. After contract execution, CLIENT will assign a FACILITY PROJECT LEADER with whom the CORRECTEK IMPLEMENTATION COORDINATOR will coordinate activities and CLIENT deliverables.
- 10.1.3. Timeline. Once a CORRECTEK IMPLEMENTATION COORDINATOR and FACILITY PROJECT LEADER have been assigned CLIENT agrees to work with CORRECTEK to establish an implementation schedule to include milestone dates. Milestone dates will be agreed upon by both CLIENT and CORRECTEK and confirmed via email or in writing. If an established milestone date is delayed at no fault of CORRECTEK, any payment associated with that milestone is due immediately.
- 10.1.4. During the initial contact between the CORRECTEK IMPLEMENTATION COORDINATOR and FACILITY PROJECT LEADER, the CORRECTEK IMPLEMENTATION COORDINATOR will provide and review a Project Management Plan which will be the guiding document throughout the implementation process.
- 10.1.5. During the review of the Project Management Plan, the CORRECTEK IMPLEMENTATION COORDINATOR will introduce the CLIENT deliverables required for a successful implementation. The FACILITY PROJECT LEADER, or a designated Project Team member, is responsible for ensuring the completion of these CLIENT deliverables. CLIENT agrees to complete required tasks by assigned completion dates in preparation of training and go-live efforts.
- 10.1.6. Client Deliverables.
 - 10.1.6.1. Project Management Plan Acknowledgement – After reviewing the Project Management Plan with the CORRECTEK IMPLEMENTATION COORDINATOR, the FACILITY PROJECT LEADER will sign off, acknowledging that the plan was reviewed.
 - 10.1.6.2. CorrecTek Environment Readiness Checklist – The CORRECTEK IMPLEMENTATION COORDINATOR will provide the FACILITY PROJECT LEADER with the CorrecTek Environment Readiness Checklist. CLIENT IT and/or CLIENT IT Vendor will complete each task outlined in the CorrecTek Environment Readiness Checklist, initial each task, and verify completion. The CorrecTek Environment Readiness Checklist must be completed prior to scheduling TRAINING AND GO-LIVE.

- 10.1.6.3. CorrecTek Environment Readiness Inspection- During the Health Services Assessment the CORRECTEK IMPLEMENTATION COORDINATOR will work with the FACILITY PROJECT LEADER to identify all end user devices that will be utilized. Upon completion of the CorrecTek Environment Readiness Checklist the CORRECTEK IMPLEMENTATION COORDINATOR will schedule an Environment Readiness Inspection to be completed approximately thirty (30) days prior to TRAINING AND GO-LIVE. During the Environment Readiness Inspection the CLIENT will be responsible for providing a resource to work remotely with CORRECTEK to physically verify functionality of each end user device and network. Following the Environment Readiness Inspection, a report of all inspected items will be provided to the CLIENT. The CLIENT will be responsible for addressing all failed items.
- 10.1.6.4. Network Outage Plan – The CORRECTEK IMPLEMENTATION COORDINATOR will explain to the CLIENT FACILITY PROJECT LEADER, the requirements for a Network Outage Plan. The FACILITY PROJECT LEADER will then provide this information to the CORRECTEK IMPLEMENTATION COORDINATOR.
- 10.1.6.5. Health Services Assessment Questionnaire and Configuration Spreadsheet- CORRECTEK IMPLEMENTATION COORDINATOR will provide and explain to the FACILITY PROJECT LEADER, the Health Services Assessment Questionnaire and Configuration Spreadsheet. Upon receipt of this information, the designated CLIENT Project Team member(s) will complete and return to the CORRECTEK IMPLEMENTATION COORDINATOR prior to the on-site Health Services Assessment.
- 10.1.6.6. Approve Health Services Assessment Summary - Using information gathered from the Health Services Assessment Questionnaire, Configuration Spreadsheet, and on-site Assessment the CORRECTEK IMPLEMENTATION COORDINATOR will provide a Health Services Summary to the CLIENT FACILITY PROJECT LEADER to review and give final approval that all configuration needs for the CorrecTek database were accurately captured.
- 10.1.6.7. AUTHORIZED USER List and Privileges – The CLIENT will provide the CORRECTEK IMPLEMENTATION COORDINATOR with required AUTHORIZED USER information.
- 10.1.6.8. Scheduling Spreadsheet - If on-site training was purchased, the CORRECTEK IMPLEMENTATION COORDINATOR will provide the FACILITY PROJECT LEADER with a scheduling spreadsheet. The FACILITY PROJECT LEADER will complete the spreadsheet and ensure that all AUTHORIZED USERS are assigned to a training session. This information will then be given to the CORRECTEK IMPLEMENTATION COORDINATOR.
- 10.1.6.9. Go-Live Confirmation Agreement – The CORRECTEK IMPLEMENTATION COORDINATOR will work with the Client to establish a schedule for onsite go-live support. Prior to making travel arrangements for CORRECTEK resources the CLIENT FACILITY PROJECT LEADER will review, sign, and return to the CORRECTEK IMPLEMENTATION COORDINATOR, the Go-Live Confirmation Agreement. If the established training and target go-live milestone date is delayed at no fault of CORRECTEK, CLIENT agrees to reimburse CORRECTEK for all non-refundable costs (airline tickets, lodging, car rental costs, shipping costs, etc.) Additionally, CLIENT acknowledges that such delay impacts CORRECTEK financially and agrees to reimburse CORRECTEK for scheduled resources if CORRECTEK is unable to reschedule those resources to another comparable project.
- 10.1.6.10. Chart Preparation Acknowledgement – Chart preparation involves ensuring critical patient data is entered into the CORRECTEK EHR database. The CORRECTEK IMPLEMENTATION COORDINATOR will provide the CLIENT FACILITY PROJECT LEADER with an overview of the Chart Prep process. The FACILITY PROJECT LEADER will review, sign, and return the provided acknowledgement to the CORRECTEK IMPLEMENTATION COORDINATOR.
- 10.1.6.11. Electronic Chart Preparation – Approximately two weeks prior to the start of training, the Client's identified Chart Prep Resources will attend an online Chart Prep training session, conducted by CORRECTEK. During this training session attendees will learn how to populate inmate charts with current critical patient data. Client Chart Prep team will complete this process for ALL active patients at the facility to ensure facility is ready for CORRECTEK go-live.

10.2. Initial Services. CORRECTEK will provide initial services to facilitate the implementation of the SOFTWARE.

10.2.1. Configuration.

10.2.1.1. The CorrecTek database includes a complete set of forms, reports, and orders as outlined in Addendum A. Any form, order or report not included in Addendum A can be added to the CorrecTek database for an additional charge. CorrecTek will provide an estimate based on the scope of work following the request. CORRECTEK is not responsible for additional configuration requests that arise from insufficient, outdated or incomplete information.

10.2.1.1.1. Up to (30) days prior to TRAINING AND GO-LIVE - Each form, order and report listed in Addendum A can be modified one (1) time by CorrecTek staff, as requested by the client, at least thirty (30) days prior to Go-live. Additional modification requests to the same form, order, and/or report, following the initial request will be billed at the CONFIGURATION SERVICES rate. All requests will be completed prior to go-live.

10.2.1.1.2. The twenty-nine (29) days prior to TRAINING AND GO-LIVE – All modification requests received to any form, order, or report listed in Addendum A will be billed at the CONFIGURATION SERVICES rate and will be subject to CORRECTEK resources availability.

10.2.1.1.3. During and up to thirty (30) days after TRAINING AND GO-LIVE – All modification requests for any form, order, or report listed in Addendum A will be turned into the FACILITY PROJECT LEADER to approve. Approved modification requests will be given to CORRECTEK. Up to ten (10) configuration hours will be provided at no additional cost. Any configuration time spent beyond ten (10) hours will be billed at the CONFIGURATION SERVICES rate and subject to CORRECTEK resources availability. These hours will expire at the end of thirty (30) days.

10.2.1.1.4. 31 days after TRAINING AND GO-LIVE- Any modification requests will be billed at the CONFIGURATION SERVICES rate and will be subject to CORRECTEK resources availability.

10.2.2. Initial on-site service requirements (if purchased):

10.2.2.1. Onsite services, if purchased, will be delivered at CLIENT facility. While onsite the CORRECTEK standard shift is eight (8) hours within a twenty-four (24) hour period that starts at the beginning of the eight (8) hour shift. In the event that a CORRECTEK employee works more than the standard eight (8) hour shift, the additional hours must be approved by the CORRECTEK IMPLEMENTATION COORDINATOR and will incur additional costs. Training and Go-Live hours presented in this quote are calculated to include morning to evening coverage at your facility. Overnight coverage is not included unless clearly defined in Exhibit 1.

10.2.2.2. Training and Go-Live services shall commence on a mutually agreed upon schedule and date.

10.2.2.3. Preapproved CORRECTEK incidental expenses for travel, meals and lodging for initial services as defined in Exhibit 1 will be charged upon contract execution.

10.2.2.4. CLIENT will provide appropriate accommodations to include space to comfortably seat class attendees, tables or desks, chairs, power outlets, and a large surface on which to project electronic training presentations and will ensure CORRECTEK resources are provided ample time to set-up prior to sessions.

10.2.2.5. All users (including providers) must be trained in the use of the SOFTWARE.

10.2.2.6. All attendees will arrive on time and will attend each assigned session in its entirety. Attendees are not allowed to come and go throughout any session.

10.2.2.7. Attendees are not permitted to disrupt class in any manner.

10.2.2.8. Unless previous arrangements are made, attendees are prohibited from using cell phones or other communication devices during training sessions.

10.2.2.9. Attendees are required to acknowledge through signature the material covered in the training session.

10.2.2.10. Attendees must possess basic computer skills prior to receiving SOFTWARE training. CORRECTEK is not responsible for training basic computer skills.

10.3. Interface Efforts. CLIENT will facilitate the coordination with outside vendors as requested by CORRECTEK.

10.4. Vendor system upgrades. No upgrades to any outside vendor systems will be allowed 30 days prior to SOFTWARE implementation or the 30 days following the implementation.

10.5. Project Implementation Change Management. A project change request is a formal proposal to modify any document, deliverable, or baseline associated with the CORRECTEK SOFTWARE EHR Implementation project. Any project team member or stakeholder may submit a change request. All change requests will be reviewed by the CORRECTEK IMPLEMENTATION COORDINATOR and key stakeholders. The FACILITY PROJECT LEADER will have final approval authority of all change requests related to the project. For change requests that result in a billable service, the change will be implemented upon receipt of payment. If necessary, an addendum to the contract will be executed by all involved parties, and all other related documentation will be updated. The CORRECTEK IMPLEMENTATION COORDINATOR will communicate the change to all project stakeholders.

11. ADDITIONAL SERVICES AND FEES.

11.1. Additional services requested, at any time during the terms of this agreement, will be billed at the rate as defined in "Exhibit 1."

11.1.1. Configuration services will be billed at the CONFIGURATION SERVICES rate.

11.1.2. Training for any and all employees, contractors or users of CORRECTEK SOFTWARE following the initial implementation of the SOFTWARE will be billed at the TRAINING SERVICES rate.

11.1.3. Preapproved CORRECTEK incidental expenses for travel, meals and lodging will be charged to CLIENT prior to the time of occurrence.

11.1.4. Any additional services, including development services, will be billed at the DEVELOPMENT SERVICES rate.

11.2. Addition of or change to any interface with CORRECTEK will incur additional fees.

11.3. In the event that any of the following may occur, CORRECTEK shall require a 60 day written notice. Failure to provide the required notice may result in additional fees by CORRECTEK and interrupted use of the CORRECTEK system.

11.3.1. Change/removal/addition of healthcare vendor. Changing healthcare vendors may require a significant amount of configuration to capture their required functionality.

11.3.2. Addition of or change to any interface with CORRECTEK

11.3.3. Change to hosting or IT vendor

11.3.4. Technology changes including but not limited to server migrations, server upgrades, software upgrades, e.g., MS Windows version upgrades

11.3.5. Any instance that impacts the use of the CORRECTEK system not listed above, i.e. staffing/provider changes.

12. NETWORK CONNECTIVITY

12.1. CLIENT acknowledges that the SOFTWARE requires a functioning network connection. Should the CLIENT fail to provide network access, wirelessly or otherwise, the SOFTWARE cannot be utilized.

12.2. Should the CLIENT fail to provide network access, wirelessly or otherwise, for medication administration, the disconnected MAR functionality may be utilized. CLIENT acknowledges that an electronic medication administration record (MAR) is included in the SOFTWARE and that optimum MAR functionality can be achieved only through a functioning network connection.

12.2.1. CLIENT acknowledges and accepts the limitations associated with the disconnected MAR model:

12.2.1.1. No real-time access to the EHR and medical information

12.2.1.2. New medical records and actions (orders, documentation, etc.) cannot be recorded

12.2.1.3. Non-medication orders cannot be recorded

12.2.1.4. Very limited patient data is available for review using the disconnected MAR

12.2.2. CLIENT agrees to hold CORRECTEK harmless from any liability associated from the use of the disconnected MAR model including, but not limited to, errors and inaccurate and outdated medical information.

12.2.3. CLIENT acknowledges that the use of the disconnected model will require users to manually download information to portable Microsoft Windows computers prior to med pass and manually sync med pass data with the database after med pass activity.

12.3. CLIENT acknowledges that the ability to access the SOFTWARE from a network other than the network the SOFTWARE is installed on is the responsibility of the LOCAL IT and/or IT VENDOR to setup.

12.4. CLIENT acknowledges that maintaining a functioning network is not the responsibility of CORRECTEK.

13. SCOPE AND CONDITIONS OF TECHNICAL SUPPORT

13.1. Support. CORRECTEK shall make Technical Support available to CLIENT in respect to the SOFTWARE for as long as SOFTWARE remains part of CORRECTEK's product line. CLIENT entitlement to technical support shall be contingent upon payment of the fees set forth in Exhibit 1 attached hereto.

13.2. Technical support of the SOFTWARE:

13.2.1. Technical support is provided by CORRECTEK's specialists and is rendered during the entire period of the SOFTWARE use chosen by the CLIENT when ordering the SOFTWARE and Maintenance. For the purposes of this clause, the beginning of the SOFTWARE use is the point of installation on the CLIENT's server.

13.2.2. Technical support of CORRECTEK is rendered without additional fee when performed by CORRECTEK specialists.

13.2.3. At any time, should the CLIENT fail to install the most current software version releases within a reasonable amount of time, CORRECTEK, INC. reserves the right to discontinue software technical support of previous versions after providing a six (6) month notice of such to CLIENT.

13.2.4. Includes software updates distributed periodically in order to eliminate detected errors, improve performance, or broaden the functionality of the SOFTWARE.

13.2.5. Technical support is available via telephone 24 hours a day, 7 days a week, 365 days a year when the CORRECTEK technical support telephone number (1.866.438.3671, option 2) is utilized.

13.2.5.1. Each inquiry or question will be addressed initially by a CORRECTEK Tier 1 Support Technician and will be assigned a case number and priority level:

13.2.5.1.1. **Priority Level Red (PLR):** Priority Level Red issue means the Licensed Software is NOT OPERATIONAL. CORRECTEK shall respond by telephone to PLR issues with urgency and will make attempts to resolve PLR issues at the time the call is received.

13.2.5.1.2. **Priority Level Green (PLG):** A Priority Level Green Issue means the CLIENT cannot utilize objects contained in the Licensed SOFTWARE. CORRECTEK shall respond by telephone to PLG issues immediately and will make attempts to resolve PLG issues at the time the call is received. PLG issues to not critically impede workflow and overall SOFTWARE functionality and often an alternate solution can be provided during the initial call.

13.2.5.1.3. **Development Request:** Development Requests are any requests made by the CLIENT for SOFTWARE enhancements or functionality changes. CORRECTEK will review Development Requests and will determine in its discretion whether and to what extent to resolve such problems. After evaluation, the CLIENT can expect communication from a member of the CORRECTEK Technical Support Department.

13.2.5.2. The CORRECTEK Tier 1 Support Technician will attempt to resolve PLR and PLG issues during the initial phone call. In the event the call cannot be resolved by the CORRECTEK Tier 1 Support Technician, the issue will be elevated to Tier 2 status.

13.2.5.2.1. If the Tier 2 Support Technician is available at the time of the call, the call will be transferred for immediate attention.

13.2.5.2.2. In the event that a Tier 2 Support Technician is not immediately available, the case will be placed in a queue until a Tier 2 Support Technician is available. Depending on the nature of the case, the CLIENT can expect contact from the Support Technician responsible for case resolution.

13.2.6. Case Escalation:

13.2.6.1. If the CLIENT needs to escalate an issue, a case can be escalated by contacting CORRECTEK Technical Support at (866) 438- 3671, option 2. At any time during a support call, the caller can request to speak to a Tier 2 Support Technician. If a Tier 2 Support Technician is available, the call will be transferred immediately. In the event that a Tier 2 Support Technician is not immediately available, the request will be put into the Tier 2 Support Queue to be addressed by the first available Tier 2 Support Technician.

13.2.7. Email and FTP Usage:

13.2.7.1. New support cases submitted via email will not be addressed.

13.2.7.2. In the event screen shots or electronic documents must be submitted in support case research, the CORRECTEK Technical Support Representative may ask the CLIENT to submit the information electronically via email or through an FTP site.

13.2.8. Technical Support is defined as services provided in an attempt to solve customer specific problems with the Licensed Software. The intent of Technical Support is to assist in troubleshooting system errors, not to provide assistance with learning the application.

13.2.9. Technical support does not include:

13.2.9.1. Troubleshooting of the servers, computers, printers or peripheral devices including but not limited to: document scanners, signature pads, barcode readers or fingerprint readers.

13.2.9.2. Active monitoring of the environment that the CORRECTEK SOFTWARE operates in, to include but not limited to, interface folders, indexing, transaction logs and FTP communication sites.

13.2.9.3. Third party software used in support of the CorrecTek application is not the responsibility of CORRECTEK to manage or maintain, including but not limited to, Microsoft SQL, Windows Server, Anti-Virus software, etc.

13.2.9.4. Specifically to Microsoft SQL, CORRECTEK is not responsible for backups, transaction log maintenance, rebuilding of indexes and other maintenance related items.

13.2.10. The following items are not included in the standard Technical Support services but may be contracted as a Billable Service:

13.2.10.1. Custom development requested by the CLIENT in regards to the SOFTWARE functionality or development of unique interfaces.

13.2.10.2. Training services to CLIENT.

13.2.10.3. Configuration requests after the Go-Live period.

14. MISCELLANEOUS

14.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by CLIENT including any purchase order, and CLIENT hereby disclaims any terms therein, except for terms therein relating to product description, quantity thereof, pricing thereof, shipment and delivery.

14.2. Terms of Agreement Severable. If a court having jurisdiction should hold any provision in this Agreement illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent; or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

14.3. Headings. The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.

14.4. Survival. The provisions of Sections 1.2, 1.3, 6.1, 6.2, 8.1, 9.1, 9.2, and 9.3 shall survive the termination of this Agreement.

14.5. Jurisdiction. This Agreement shall be governed in all respects by the laws of the State of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, on the date first above written.

CorrecTek, Inc.
LICENSOR

FACILITY NAME
LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____