



Request # WCP24-033  
(assigned by OMB)

**CITY OF PITTSBURGH**  
**REQUEST FOR WAIVER OF COMPETITIVE**  
**PROCESS**

Contract Title: Information Age Technologies

Contract Description: Copilot Software-Annual Subscription for HAL Sr. Centers

Contract Duration: 3 years Previous Contract # (if applicable) 53819

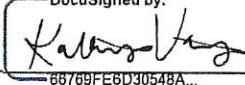
Requesting Department: Parks & Recreation Contract Type: Professional Services ☐

Requests for exemption must be based on one or more of the categories listed in City Code 161.02B located here:

Please list all exemption types that apply (see page 2) 161.02B(a)(3)(iii)

Justification\*:

Copilot annual subscription fee for the HAL Senior Centers' software subscription.  
This software is used to collect data and reporting of service to Allegheny County  
Department of Human Services Area Agency on Aging, as mandated by our contract  
with Allegheny County.

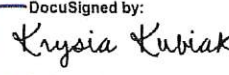
Signed by:  Date: 10/24/2024  
DocuSigned by: 68769FE6D30548A... Department Director

\*In addition to the justification, Law may request additional backup information.

OMB Procurement:  Date: 10/25/2024  
DocuSigned by: 27C648B8BCFF4A3...

After completion, please email this form, along with any appropriate backup to [procurement@pittsburghpa.gov](mailto:procurement@pittsburghpa.gov)

Waiver Request is hereby: X Granted        Denied

Chief Solicitor:  Date: 11/7/2024  
DocuSigned by: AAC91186A3CF4B7...

If a waiver is granted, contract authorization is then required by City Council. Department shall submit appropriate legislation and note the Resolution number on this form and submit a copy along with the contract when submitting to the Controller's Office for signature.

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement by and between Information Age Technologies, Inc. with a mailing address of Executive Building Suite 304, 220 Bessemer Road, Mount Pleasant, PA 15666 (hereinafter "Business Associate") and the Covered Entity.

WHEREAS, the Covered Entity and the Business Associate began a business relationship ("Agreement") under which the Business Associate, in the performance of data collection services for Covered Entity may have access to the Protected Health Information of Covered Entity; and

WHEREAS, The Covered Entity and the Business Associate intend to comply with the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. Part 160 and Part 164 (the "Privacy Rules") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from, or on behalf of, the Covered Entity will be handled.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter addressed, the parties hereby agree to document their mutual efforts and commitment to comply with the Standards for Privacy of Individually Identifiable Health Information, and other regulations issued under "HIPAA" and agree as follows:

### **SERVICES TO BE PROVIDED**

**Copilot Annual Subscription fee of \$1,690 (subject to change) per individual senior center community center to include software support, technical support & periodic software upgrades to accommodate county and state mandates.**

**Web access to Copilot Center Admin (<https://centeradmin.copilot21.com>), Copilot Check-In (<https://checkin.copilot21.com>) and Copilot Community (<https://community.copilot21.com>)**

**Agency Administration (<https://agencyadmin.copilot21.com>) software for the Area Agency on Aging and overseeing Senior Community Center providers.**

**Support services provided during annual subscription period: Option of one scheduled training session per subscription period, on-going monitoring of the senior community centers, monthly data imports to Wellsky SAMS, unlimited user accounts, unlimited phone and email support.**

**Support contacts:**

**Email: [CopilotSupport@iat21.com](mailto:CopilotSupport@iat21.com)**

**Phone: 724-547-0610**

**Support Hours: Monday - Friday 8am - 4:30pm**

**Definitions**

Capitalized terms used in this Agreement that are not defined herein shall have the meaning ascribed to them in the HIPAA privacy regulations at 45 C.F.R. 160.103 and 164.50 I.

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### **Obligations and Activities Business Associate**

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its agents to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Agreement:

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law and further agrees to keep confidential any information which it may have access to during the course of performing professional services for Covered Entity.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created, or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary determining Covered Entity's compliance with the Privacy Rule.

### **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

### **OBLIGATIONS OF COVERED ENTITY**

- (a) Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice.

- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.
- (d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.