

SERIAL 07038 RFP VIDEO INTERACTIVE PATIENT AND PROVIDER STATIONS

DATE OF LAST REVISION: July 19, 2007

CONTRACT END DATE: July 31, 2012

CONTRACT PERIOD THROUGH JULY 31, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **VIDEO INTERACTIVE PATIENT AND PROVIDER STATIONS
(NIGP 20693)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 19, 2007 (Eff. 07/23/07)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Dennis Flynn, Correctional Health Services
Rebecca Nicholson, Correctional Health Services
Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 07038-RFP

This Contract is entered into this 19th day of July, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and AMERICAN TELECARE, INC., an Minnesota corporation ("Contractor") for the purchase of VIDEO INTERACTIVE PATIENT AND PROVIDER STATIONS.

1.0 TERM

- 1.1 This Contract is for a term of FIVE (5) years, beginning on the 23rd day of JULY, 2007 and ending the 31st day of JULY, 2012.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

2.2 DELIVERABLES AND PAYMENT SCHEDULE

With the exception of training and/or consulting services, progress payments will be made to the successful bidder in accordance with the following schedule. Training and/or consulting services are to be billed after services have been delivered.

2.2.1 HARDWARE, SOFTWARE AND IMPLEMENTATION COSTS

- 50% Upon successful installation of the Hardware and Operating System
- 25% Upon successful completion of Acceptance Testing and "Go Live".
- 25% Upon completion of thirty (30) days successful system operation in a production environment (i.e., after Go-Live)

2.2.2 CONSULTING AND TRAINING COSTS

All applicable Consulting and Training costs shall be payable 2% 10 Net 30 upon completion.

2.2.3 SUPPORT AND MAINTENANCE COSTS

All applicable Support and Maintenance Agreement cost shall be payable in accord with section 2.2.1.

Maricopa County Correctional Health will be the sole judge of whether or not the proposed solution meets the requirements for successful installation, implementation, and/or completion. If CHS determines that the system does not meet a requirement, the vendor may request a written

description of the way in which the system's performance is unsatisfactory, in order that the vendor may correct the system's deficient performance.

DUE TO INTENT TO USE AVAILABLE GRANT FUNDING MECHANISMS, THE ENTIRE PROJECT MUST BE INVOICED NO LATER THAN AUGUST 31ST, 2007.

2.3 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.4 INVOICES AND PAYMENTS:

2.4.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.4.1.1 Company name, address and contact
- 2.4.1.2 County bill-to name and contact information
- 2.4.1.3 Contract Serial Number
- 2.4.1.4 County purchase order number
- 2.4.1.5 Invoice number and date
- 2.4.1.6 Payment terms
- 2.4.1.7 Date of service or delivery
- 2.4.1.8 Quantity (number of days or weeks)
- 2.4.1.9 Contract Item number(s)
- 2.4.1.10 Description of Purchase (product or services)
- 2.4.1.11 Pricing per unit of purchase
- 2.4.1.12 Freight (if applicable)
- 2.4.1.13 Extended price
- 2.4.1.14 Mileage w/rate (if applicable)
- 2.4.1.15 Arrival and completion time (if applicable)
- 2.4.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.4.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.4.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2% 10 NET 30 DISCOUNT SHALL NOT BE APPLICABLE TO PAYMENTS MADE WITH PROCUREMENT CARD.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in Exhibit "B."

3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.

3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.3 Certificates of Insurance.

4.2.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.2.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a MasterCard Procurement Card, to place and make payment for orders under the Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

American Telecare, Inc.
15159 Technology Dr.
Eden Prairie, MN 55344

4.5 REQUIREMENTS CONTRACT:

4.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.5.3 Contractor agrees to accept oral cancellation of purchase orders.

4.6 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.7 TERMINATION FOR DEFAULT:

4.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 4.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 4.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 4.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 **ALTERNATIVE DISPUTE RESOLUTION:**

4.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.15.1.1 Render a decision;

4.15.1.2 Notify the parties that the exhibits are available for retrieval; and

4.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.16 **SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.17 **RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.19 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

4.21 TRAVEL

All travel costs are inclusive as part of the Firm Fixed Price of this contract.

Any and all travel required above and beyond the Firm Fixed price of contract must be addressed and formally approved by both parties via formal change order process. Any and all travel above and beyond the Firm Fixed price of this contract shall be in accordance with the Maricopa County Travel Policy attached herein as Exhibit B-2. Expedited travel at the behest of Maricopa County may be conditionally approved via the Change order process and may not be subject to Travel Policy.

4.22 CHANGE ORDER PROCESS

Any revision to the specified Scope of Work, Task, or Deliverable must be documented via a Formal Change Order Process.

The Maricopa County Project Manager is ultimately responsible for the overall management of the project scope, and therefore responsible for the final approval of all change requests. The American Telecare, Inc. Project Manager will be responsible for sizing, pricing, and implementing approved Change Requests.

Prior to commencing work on this project, Contractor is required to submit an applicable Change Order Request Form for approval by the Maricopa County Project Manager. The resulting form will serve as the only recognized means to alter/change the applicable Scope of Work (as designated in this contract).

Both parties agree that change orders are not intended to increase the size or the duration of the license fee holdback or the service fee holdbacks. Both parties agree to negotiate all change orders in good faith subject to the above intention.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT - A
PRICING**

SERIAL 07038-RFP
 PRICING SHEET: NIGP 20693
 BIDDER NAME: AMERICAN TELECARE, INC.
 VENDOR #: W000009872
 BIDDER ADDRESS: 15159 Technology Dr., Eden Prairie, MN 55344
 P.O. ADDRESS:
 BIDDER PHONE #: 952-897-0000
 BIDDER FAX #: 952-944-2247
 COMPANY WEB SITE: www.americantelecare.com
 COMPANY CONTACT (REP): Larry Diamond - VP Sales and Marketing
 E-MAIL ADDRESS (REP): larry.diamond@americantelecare.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: x YES _____ NO

ACCEPT PROCUREMENT CARD: x YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: x NO

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES

PAYMENT TERMS: 2% 10 DAYS NET 30

1.0 PRICING

PRICING		PRICE CATEGORY	ORIGINAL INSTALL		
1.1	HARDWARE				
	Product Description	Part Number	Price per Unit	Quantity Ordered	Total Price
	VIDEO INTERACTIVE PATIENT STATION				
	LifeView and Caretone Digital Stethoscope Sender package A	P999-008-00	\$5,599.00	13	\$72,787.00
	PERIPHERALS				
	USB Keyboard - for programming Monitoring Station	C056-00020	\$60.00	13	\$780.00
	OneTouch® Glucose Meter with cable	P206-015-00	\$135.00	13	\$1,755.00
	BCI® Pulse Oximeter, with cable	P206-016-00	\$804.00	13	\$10,452.00
	LifeSource™ Digital Scale- with cable, 450 LBS.	P206-017-00	\$429.00	13	\$5,577.00
	A&D® Blood Pressure Kit, with cable	P206-014-00	\$269.00	13	\$3,497.00
	CARRYING CASE	C065-00021	\$125.00	1	\$125.00
	PROVIDER STATION HARDWARE AND SOFTWARE				
	LifeView Provider Station PC with stethoscope receiver, modem, software and camera Package D	P999-008-02	\$7,995.00	4	\$31,980.00
	BLOOD PRESSURE ACCESSORIES				
	Cuff, Blood Pressure (small)	C050-00011	\$35.00	13	\$455.00

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	Cuff, Blood Pressure (medium)	C050-00010	\$35.00	13	\$455.00
	Cuff, Blood Pressure (large)	C050-00012	\$35.00	13	\$455.00
	Extension Hose	P052-001-00	\$20.00	13	\$260.00
	TOTALS HARDWARE:				\$128,578.00
1.2	SOFTWARE				
	Product Description	Part Number	Price per Unit	Quantity Ordered	Total Price
	Software -- Base Products:				
	Software Use License & 5 Years Connectivity Fee (Per Unit) (5 years of service)	P999-007-01	\$1,500.00	13	\$19,500.00
	Software -- Optional Items:				
	HL7 Software Interface	P999-004-00	\$8,000.00		
	TOTALS SOFTWARE:				\$19,500.00
1.3	TRAINING				
	Product Description	Part Number	Price per Unit	Quantity Ordered	Total Price
	Recommended Training Plan: (Include all requirements listed in Section 2.5 of the RFP)				
	Custom Training Development, Implementation Support, and onsite training and installation as proposed	P999-001-01	\$32,000.00	1	\$32,000.00
	Optional Training:				
	Onsite Training (2 Days)	P999-001-00	\$4,500.00		
	Onsite Training (3 Days)	P999-001-02	\$5,000.00		
	TOTALS -- RECOMMENDED TRAINING and SUPPORT:				\$32,000.00
1.4	SUPPORT AND MAINTENANCE				
	Product Description	Part Number	Price per Unit	Quantity Ordered	Total Price
	FIVE YEARS TELEPHONIC CUSTOMER SERVICE TECHNICAL SUPPORT & SOFTWARE UPDATES (five years of service)	P999-016-00	\$10,000.00	1	\$10,000.00
	RFP Stipulated Hardware Maintenance / Warranty:				
	LifeView and Caretone Digital Stethoscope Sender package A LifeView 4 yr extended warranty (total of 5 years)	TBD	\$1,300.00	13	\$16,900.00
	LifeView Provider Station PC with stethoscope receiver, modem, software and camera Package D 4 yr extended warranty Package D (total of 5 years)	TBD	\$1,400.00	4	\$5,600.00
	TOTALS -- H/W MAINTENANCE WARRANTY:				\$32,500.00
	TOTAL BID ON PROPOSAL				\$212,578.00
	DISCOUNT		-5%	1	\$10,628.90
	TOTAL				\$201,949.10

**EXHIBIT – B
SCOPE OF WORK**

1.0 INTENT:

Procure stand alone remote patient monitoring equipment and software to deliver critical patient information from inmate booking centers to a provider station at the County’s jail intake facilities. Solution shall allow the MCSO Personnel at the booking stations to contact and transmit to various Provider Locations medical vital signs of in-custody individuals prior to transporting them for booking. The equipment/software must be able to compile and transmit vital signs as well as live audio/video so that a visual assessment may be completed by medical staff. The officers using the equipment/software (at the Patient Stations) generally are not (and will not need to be) trained in medical procedures. Therefore it is important that the proposed solution be applicable for use by personnel that have little to no medical training.

1.1 INSTALLATION LOCATIONS

PROVIDER STATION LOCATION:

4th Avenue Jail – Intake (1 Unit)
201 South 4th Avenue
Phoenix, AZ 85003

Lower Buckeye Jail Outpatient Clinic (1 Unit)
3250 W. Lower Buckeye Rd.
Phoenix, AZ 85009

4th Avenue Jail – Outpatient Clinic (1 Unit)
201 South 4th Avenue
Phoenix, AZ 85003

BOOKING STATION LOCATIONS (PATIENT STATIONS):

District I (1 Unit)
1840 S. Lewis Street
Mesa, AZ 85205

District II (1 Unit)
920 East Van Buren
Avondale, AZ 85323

District III (1 Unit)
13063 West Bell Road
Surprise, AZ 85374

Estrella Support (1 Unit)
2939 W. Durango St.
Phoenix, AZ. 85009

Lower Buckeye Jail (4 Units)
3250 West Lower Buckeye Road
Phoenix, AZ 85009

4th Avenue Jail (3 Units)
201 South 4th Avenue
Phoenix, AZ 85003

Saguaro Lake Booking Station (1 Unit)

Blue Point Substation
7307 N. Bush Hwy.
Mesa, AZ. 85215

ADDITIONAL INACTIVE UNITS – FOR FUTURE INSTALLATION BY VENDOR:

One provider station and one patient station to be delivered to CHS at

234 North Central Avenue
Suite 5000
Phoenix, AZ 85004

2.0 SCOPE OF WORK:

2.1 MINIMUM REQUIREMENTS - GENERAL:

2.1.1 Vendor is a supplier of FDA approved peripheral medical devices that include audio/video interactive patient and provider stations, hardware and software capable of transmitting secure encrypted, HIPAA compliant data/audio/video over analog telephone lines from a remote inmate/patient booking site to a provider station in the County jail intake facility.

American TeleCare, Inc. products are Class II FDA approved medical devices, including audio/video interactive patient and provider station, hardware and software. Any data being transmitted from a remote inmate/patient booking site to a provider station is HIPAA compliant.

ATI is 13485 ISO certified and operates a Quality Management System. Every department in our organization has quality policies and procedures in place to assure continuous improvement in all that we do. Our focus is our customers; there are customer feedback and corrective action procedures that are followed with each customer suggestion or complaint along with warranty tracking.

2.1.2 In addition to interactive inmate/patient audio and visual transmission, the equipment/software shall be capable of measuring and transmitting to the provider station:

- 2.1.2.1 Patient/Inmate Weight
- 2.1.2.2 Blood Pressure
- 2.1.2.3 Glucose
- 2.1.2.4 Pulse Oximeter
- 2.1.2.5 Real Time Digital Stethoscope Auscultations

2.1.3 Patient and provider stations shall be password protected and accessible by multiple users based on their individual passwords.

Patient and provider stations are password protected and accessible by multiple users based on their individual passwords. The patient station configuration/administration section is accessible only by authorized users.

2.1.4 CHS shall have the ability to assign system access passwords as needed.

CHS shall have the ability to assign system access passwords as needed.

- 2.1.5 Although there is no current intent for vendor’s system to be integrated with other CHS systems, vendors system shall meet HL7 industry standards.

ATI is HL7 capable, however there is an additional charge for the integration and implementation of HL7, not included in this proposal.

- 2.1.6 Software shall be windows based software.

ATI Software is windows based software. The provider station software standard is Windows XP, SP2 and the patient stations are windows XP based.

- 2.17 Solution should provide questionnaires to assist providers in discussing general health, hypertension, diabetes, depression, COPD, etc.

The ATI Solution provides questionnaires to assist providers in discussing general health, hypertension, diabetes, depression, COPD, etc. American TeleCare’s products allow clinical questionnaires to be designed for different patient populations. The questionnaires are called algorithms and will provide a comprehensive clinical assessment of your patient population. The clinical areas covered range from Hypertension, Diabetes, COPD, CHF, Depression, Anticoagulation and others.

2.2 MINIMUM REQUIREMENTS – PATIENT STATIONS

Maricopa County Correctional Health requires (13) Thirteen Video/Audio Interactive Patient Stations. A (5) Five Year On-Site Warranty covering Parts and Labor for each station is required and should be considered in your pricing model. The Patient Stations will require installation in the locations as provided in Section 1.1 above.

2.2.1 PATIENT STATION REQUIRED PERIPHERALS

- 2.2.2.1 Digital Stethoscope
- 2.2.2.2 Glucose Meter
- 2.2.2.3 Digital Scale
- 2.2.2.4 Pulse Oximeter
- 2.2.2.5 Blood Pressure kit with Small, Medium and Large Cuffs.

2.3 MINIMUM REQUIREMENTS – PROVIDER STATIONS

Maricopa County Correction Health requires (4) Four Video/Audio Interactive Provider Stations. A (5) Five Year On-Site Warranty covering Parts and Labor for each station is required and should be considered in your pricing model. The Provider Station will require installation at the Intake Facility as provided in Section 1.3 Above.

2.3.1 PROVIDER STATION REQUIREMENTS

- 2.3.1.1 Ability to hear Auscultation Sounds in Real Time
- 2.3.1.2 Ability to Receive Data from all Patient Station peripherals.
- 2.3.1.3 Ability to view data from Peripherals and applicable video simultaneously.

The ATI provider station has the ability to hear auscultation sounds in real time, receive data from all patient station peripherals and view data from peripherals and applicable video simultaneously.

2.4 MINIMUM REQUIREMENTS – SOFTWARE

- 2.4.1 Vendor shall supply software and secure data transmission.

ASP Server security controls

Firewall

Redundant Active/Active Clusters with Checkpoint's FW-1 for Firewall and Netscreen Appliances for VPN/Firewall. Nokia's High performing IP650s and IP530s in redundant VRRP/Cluster for access control and packet inspection.

- **Patient data protection**
- **Access**
- **User name and password is required**
- **User roles limit functionality**
- **Automatic session expiration with inactivity**
- **Transmission**
- **Secure sockets layer (SSL)**
- **128-bit encryption**
- **Auditing**
- **Audits are recorded in the database**
- **Session begin and end**

Security

- **Security policies are continuously reviewed and updated**
- **Periodic security related testing is performed**
- **All employees sign a confidentiality agreement**
- **Non disclosure agreements are used**
- **All activity on the exterior of the facility is monitored by cameras and professional security.**
- **All equipment within the building is secured and monitored**
- **Only authorized employees and vendors are permitted to access secured areas, access is recorded.**
- **The ASP includes full backup and recovery process**
- **ID's and passwords are required to access data**
- **Account lockout is used for failed attempts**
- **Automatic logoff after User-ID inactivity.**

Firewall used by ATI

ATI's ASP uses redundant 3 tier network, a security access tier, a core switch/routing tier, and a layer 2 access tier. Our ASP provider is a SAS 70 level II and FDA certified data center.

The security tier uses redundant Active/Active Clusters with Checkpoints FW-1 for the firewall and Netscreen Appliances for VPN/Firewall control and intrusion detection. Also used is Nokia's high performing IP650s and IP530s ub redundant VRRP/Cluster for access control and packet inspection.

Encryption of the dial-up connection

ATI uses public key infrastructure (PKI) and secure socket layer (SSL) certificates for authentication and encryption of data exchange (with 128 bits keys length) over secure hyper-text transfer protocol (HTTPS). The certificates for both sides (client certificate for the patient unit and server certificate for the server) are generated and signed by ATI Certification Authority.

Before data is transmitted, the SSL protocol assures certificate handshakes with both sides (SSL client-server) and establishes symmetrical encryption with an industry recommended key length of 128 bits. After secured connection is established, the data is transmitted encrypted over both the phone line and over the Internet portion of the communication link.

On top of SSL we use HTTP (a TCP/IP) protocol which guarantees the transmission of data packets. Using HTTP guards against the loss of records and provides a passage through modern communication channels such as intranets and Internet.

HIPAA Compliance

ATI warrants that the equipment and software, when operated in its normal intended manner, will comply with all applicable federal regulations adopted or proposed pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as of the time of installation. Notwithstanding any limitation on warranty or liability in this Agreement, ATI agrees to indemnify and hold harmless Licensee from penalties, liabilities or expenses imposed upon Licensee by the Federal Government as a result of failure of the equipment and software, when operated in its normal, intended manner, to comply with such regulations.

HIPAA Specific Administrative Security

HIPAA related topics policies and procedures:

- ***Background checks***
- ***Backups***
- ***Certification of Security System***
- ***Chief Security Officer***
- ***Confidentiality Agreements***
- ***Configuration Management***
- ***Disaster Recovery and Contingency Planning***
- ***Disposal/Transfer of Hardware and Software***
- ***Hardware and Software Inventory***
- ***Media Controls***
- ***Physical Access***
- ***Security Incidents***
- ***Security Sanctions***
- ***Security Software Testing***
- ***Termination of Employees***
- ***Vendor Agreements***
- ***Vulnerability Assessment***
- ***Workforce Security Training***
- ***Workforce Privacy Training***
- ***Alert Escalation***

American TeleCare takes security seriously; as evidenced by implementation of the above security architecture and selecting a data center adhering to stringent security requirements and certification.

2.5 ACCEPTANCE

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base

server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 14 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.6 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.8 BACKGROUND CHECKS

CONTRACTOR'S staff, including any subcontractor(s) or other representative(s), providing services under this Contract must undergo a background check to be performed by the Maricopa County Sheriff's Office and/or other law enforcement agencies. No persons shall be allowed to work on this project until they have successfully completed the required background check.

2.9 WARRANTY

2.9.1 All warranties shall be submitted as part of the proposal. The vendor shall warrant that all work done and all materials furnished by either the vendor or by its subcontractor(s) or representative(s) as a part of or in conjunction with the proposed solution and the work, specifically including but not limited to software, hardware, implementation, and documentation shall be of good workmanship and quality, free from all defects in design, content, workmanship or materials for a period of at least one (1) year from date of final system acceptance by the CHS.

2.9.2 Additionally, the vendor shall guarantee support for the hardware, operating system, database management system, and application software for a minimum of five (5) years from the date of final system acceptance.

2.9.3 The vendor shall specifically address its warranty correction process. The vendor shall specify problem tracking procedures, including the method for the Sheriff's Office to follow-up on previously reported problems and the method used in closing a problem.

2.9.4 The vendor must provide a proposal for extending software maintenance for a minimum of five (5) years. The maintenance proposal shall also include but not be limited to the stipulations and conditions identified in the above warranty section.

2.10 PROJECT SCHEDULE

PROJECT PLAN HAS BEEN INTEGRATED HEREIN AS EXHIBIT B-1

2.11 TRAINING REQUIREMENTS

Vendors must propose a training plan designed to meet the needs of the Maricopa County Correctional Health Services and MCSO during/after the project implementation. The training plan may include on-site training, web-based training, and train-the-trainer sessions.

On site training will be required for the Telemedicine team, including those on the CHS executive staff, the MCSO personnel charged with connectivity of video interactive patient and provider stations in CHS and the staff at the locations that will utilize the provider station.

Train-the –trainer training will be made available to the CHS management staff assigned Telemedicine responsibilities and the lead/head nurses at the 4th Avenue jail Intake unit.

Web based training should assure long term training is available during the lifetime of the equipment.

Training Plan Considerations – The following information shall be addressed in the proposing vendor’s training plan:

2.11.1 CHS will provide locations and workstation equipment for on-site training. Class size to vary depending on the type of training – but would not exceed 15 to 20 persons per class.

2.11.2 If deemed necessary, up to three system administrators will need specialized technical training to support the system. This training can be provided either on-site or off-site at the vendor’s location. Vendors must clearly specify the location for this training in their proposal, as well as per person and/or per day pricing options.

2.11.3 Vendors shall include any other types of training that may be useful in system roll-out and implementation.

2.11.4 Pricing – Pricing for the training plan and/or alternatives must be provided in Attachment A – Pricing. The vendor must identify the minimum number of training hours that will be provided as part of the base package. In addition, vendors must provide the following information within their proposal:

2.11.4.1 Lesson plan(s) for the various training sessions.

2.11.4.2 The number of hours included in each training session, along with pricing on a per-person, per-hour, per-day, and/or per-session basis.

2.11.4.3 Pricing must include all applicable training materials so that each “student” receives his/her own copy of these materials. Additional copies of training materials may be made by MCSO for internal use only.

2.11.5 Instructors – Training must be conducted by qualified instructors. Instructors shall ensure that each participant has a clear understanding of the material covered during the training session and is capable of performing the various functions unassisted. Vendors shall include a list of applicable personnel who will train Sheriff’s Office employees, and the qualifications of each trainer.

American TeleCare’s philosophy regarding training is one that creates success and generates enthusiasm with any technology endeavor. We use a train the trainer format.

Training Plan:

The initial training plan will include the following:

- **Complete instruction on the use and operation of the patient station including peripheral medical device use (blood pressure, glucose, pulse oximeter, stethoscope, and digital scale).**
- **Complete instruction on the provider station use and operation including software function**
- **Return demonstration(s) from all parties that will use the patient or provider station**
- **The training sessions will last approximately 2-4 hours each depending on the size of the class and the telehealth duties of each attendee.**
- **Typically an appropriate size training group is 4-6 attendees possessing functional computer skills.**
- **There will be additional pre-implementation work that is required prior to product training. This work is typically conducted via conference call until product training. The pre-implementation work includes policy/procedure development, program nuances and other documentation requiring completion prior to a “go-live” date.**
- **Ongoing follow up training can be accomplished via web training and train the trainer.**
- **Specialized technical training is not required as the provider station software is operated on a standard office PC. American TeleCare offers technical support to assist should technical needs arise.**
- **American TeleCare, Inc. Training/Education Department employs skilled, qualified educators. These educators possess 20+ years of training experience to a variety of clients. The trainer that will be assigned to Maricopa is Alan Scott, Sr. Director of Client Outcomes.**

2.12 MAINTENANCE, SERVICE, AND SUPPORT REQUIREMENTS

- 2.12.1 Standard Response Time – The Maricopa County standard response time for system maintenance, service, and support is four (4) hours from the time a service call is initially placed to the awarded vendor. “Response” means the vendor’s technician has arrived on-site, or, if the issue is being corrected from a remote location, the vendor’s technician has returned Maricopa County’s call with a report on action that is underway.
- 2.12.2 Pricing for Maintenance and Support – Firm, fixed rates shall be quoted in Attachment A – Pricing for on-going maintenance based upon the 4-hour standard response time. Proposing vendors are also encouraged to provide pricing information in Attachment A for maintenance alternatives (e.g., two-hour response time, 24-hour response time, different response times for weekends, holidays, etc.). Vendors must provide the following information within their proposal:
- 2.12.2.1 A thorough description of help desk services, including dial-in and/or web support, 24-hour/7-day support, and on-going maintenance options.
- 2.12.2.2 Method(s) for CHS to report maintenance issues (i.e., 800-number, 24-hour hotline support, e-mail, web, remote diagnostics, etc.).
- 2.12.2.3 A description of escalation procedures to be used when a reported problem is not immediately resolved.

Technical Support and Customer Service

We offer technical support 24/7 by telephone. Our technical staff is available in the office from 8:00 am-4:30 pm CST Monday-Friday, on call through an answering service after those hours for urgent support also on weekends and holidays. During office hours technical support can also be contacted via email.

With our Quality Management System all customer calls and emails are documented and can be tracked. Critical issues are escalated to the Quality Manager and the VP of Customer Service. We pride ourselves on our excellent customer service therefore we make every effort to answer all calls within 30 seconds. In the event that our staff is assisting other callers, we return all calls within two hours

2.13 DOCUMENTATION

System Documentation – The vendor shall provide the CHS with a minimum of three (3) sets of all available system documentation, preferably in electronic format. This documentation may be reproduced, at no cost to our office, for internal use only. Desired documentation includes, but is not limited to:

2.13.1 Database structure manuals/diagrams. *Not Applicable*

2.13.2 Operational instructions and procedures, including backup and recovery, troubleshooting, maintenance, downloading data for off-line storage, retrieving off-line data, purging files, etc.

There is unlimited capacity on the ASP. All maintenance, back-ups and upgrades to the software are done seamlessly by connecting with the ASP.

2.13.3 Operating system manuals/diagrams. *Not Applicable*

2.13.4 Technical and user manuals for the system, including ad hoc reporting and queries.

2.13.5 Interface documentation, including diagrams, manuals, etc.

2.13.8 System Support – The vendor shall provide detailed documentation on system support. Documentation must specifically cover, but is not limited to, the following:

2.13.8.1 Detailed explanation of system design, database structure, communications network structure, how to modify and/or add new programs, database schema, program-to-program interfaces, system interfaces/data feeds, and applicable mathematical models and algorithms.

This is included in the provider station manual.

2.13.8.2 Detailed explanation of operational backup, recovery, and restart procedures, diagnostics, how to add and/or modify functions of the operating system, and how to perform diagnostics on the operating system and address performance issues.

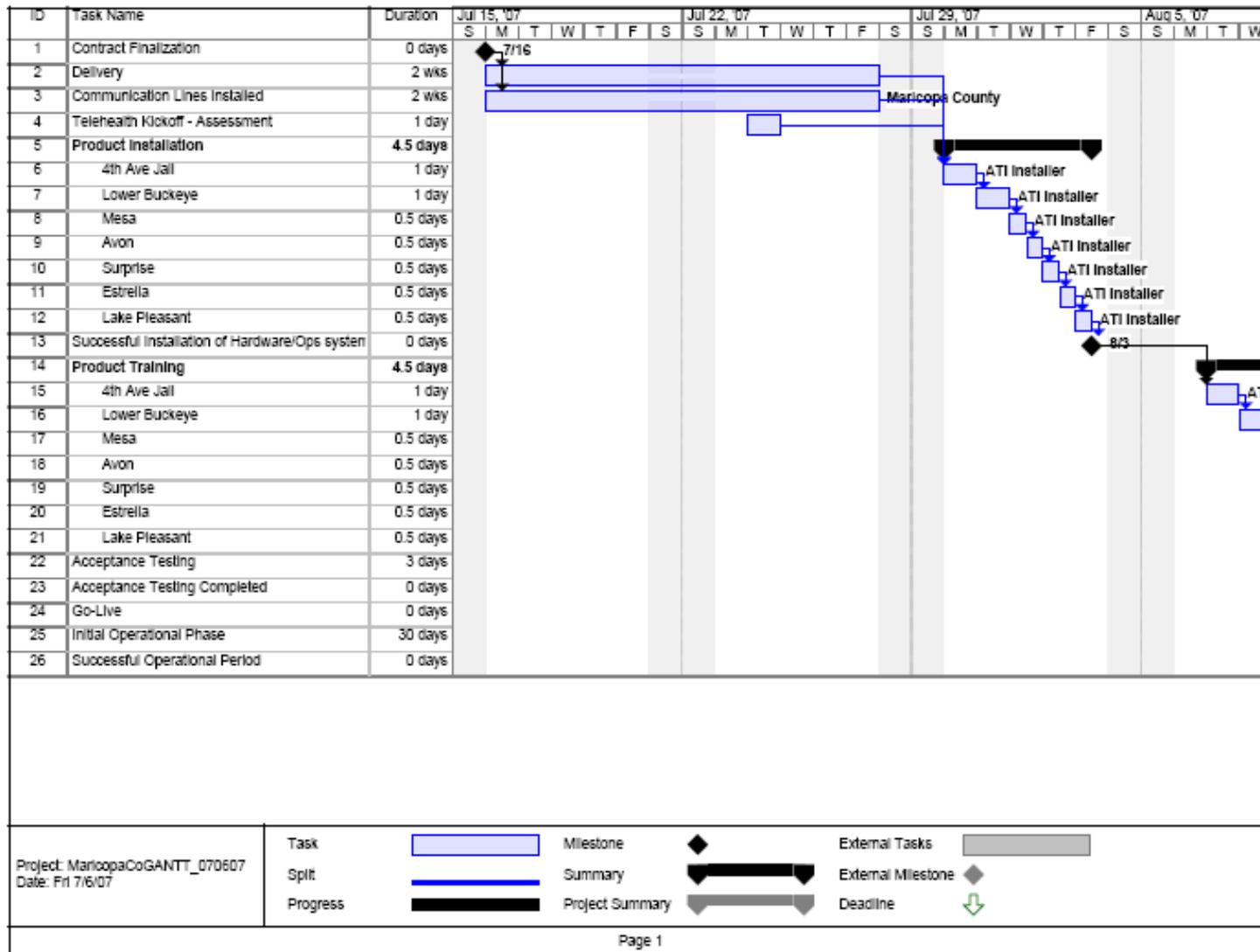
This is done through the ASP.

2.13.8.3 Identify and provide pricing and documentation for any performance tools that would assist in supporting the system, both hardware and software.

2.13.9 User Procedures – The vendor shall provide detailed documentation for all user procedures. This documentation shall include, but is not limited to, the features described within this RFP.

- 2.13.10 Reports – The vendor shall provide detailed instructions for printing, adding, and/or modifying reports. This documentation shall include, but is not limited to, the reports described within this RFP.

EXHIBIT B-1





Project: MaricopaCoGANTT_070607 Date: Fri 7/6/07	Task 	Milestone 	External Tasks 
	Split 	Summary 	External Milestone 
	Progress 	Project Summary 	Deadline 
Page 2			

EXHIBIT B-2

CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

AMERICAN TELECARE INC., 15159 TECHNOLOGY DRIVE, EDEN PRAIRIE, MN 55344

PRICING SHEET: 2069301

Terms: 2% 10 Days Net 30

Vendor Number: W000009872 X

Telephone Number: 952/897-000

Fax Number: 952/944-2247

Contact Person: Larry Diamond

E-mail Address: larry.diamond@americantelecare.com

Company Web Site: www.americantelecare.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2012.**