SERIAL 10135 RFP ELECTRONIC MEDICAL RECORDS FOR CORRECTIONAL HEALTH SERVICES

DATE OF LAST REVISION: August 31, 2014 CONTRACT END DATE: April 20, 2017

CONTRACT PERIOD THROUGH APRIL 20, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ELECTRONIC MEDICAL RECORDS FOR CORRECTIONAL HEALTH SERVICES**

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 **March 14, 2012 (Eff. 05/21/12).**

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, Chief Procurement Officer
Office of Procurement Services

JM/mm
Attach

Copy to: Office of Procurement Services
Lisa Gardner, Correctional Health
Becki McGlynn, Correctional Health

CONTRACT PURSUANT TO RFP

SERIAL 10135-RFP

This Contract is entered into this 14th day of March, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and NaphCare, Inc., an Alabama corporation ("Contractor") for the purchase of an Electronic Medical Records System for Correctional Health Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of five (5) years, beginning on the 21st day of May, 2012 and ending the 20th day of April, 2017.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A" and "A-1".

2.1.1 The first year of Payment for service shall be paid for after phase is complete and accepted by the County at the eighty (80%) level. The twenty (20%) holdback shall be paid after the final acceptance of the system complete including the sixty (60) day acceptance period after go-live (first productive use, WITH NO MATERIAL DEFICIENCIES IN PRODUCT OR WORKMANSHIP).

2.1.2 Payment for Professional Services in the first year shall be invoiced as follows (See Attachment A-1 for Payment Schedule):

- **Phase I – Days 1-60, Sandbox and Process Review (50% of first year payment, minus 20% holdback)**
  - Objective 1: Provide our standard *TechCare*™ implementation in a working sandbox
  - Objective 2: Obtain forms and workflow processes specific to CHS
  - Cost - $400,000 – ~~$116,000 (Bond Reduction)~~ - $80,000.00 (Holdback) = ~~$204,000.00~~ **$320,000.00**

- **Phase II – Days 61-240, Customization and Interfaces (25% of first year payment, minus 20% holdback)**
  - **Objective 1: As of April 30, 2013, the development environment using the local storage will be operational and made e available to NaphCare by OET**
    - **Objective 1A: Test Environment will be finalized once the architectural models are approved (which includes NaphCare).**
    - **Objective 1B:Production Environment will be finalized and made available to NaphCare by April 30, 2013. In the event the production environment is**

not made available to NaphCare by April 30, 2013, NaphCare shall move forward with utilizing the operational development environment made available to it..

- **Objective 2: Develop third-party interfaces**
- Objective **3** ~~2~~: Obtain and complete workflow and form changes from CHS
- Cost - ~~$200,000 - $40,000.00 Holdback = $160,000.00~~
  $126,500- 25,300.00 Holdback = $101,200.00

- **Phase III – Days 241-360, Implementation and Formal Training (25% of first year payment, minus 20% holdback)**
  - Objective 1: Obtain CHS approval of customization changes
  - Objective 2: Complete production environment installation
  - Objective 3: Conduct User-specific training
  - Cost - ~~$200,000 - $40,000.00 Holdback = $160,000.00~~
    $126,500- 25,300.00 Holdback = $101,200.00
- **Final Acceptance and Substantial completion of the system including the sixty (60) day acceptance period after go-live (first productive use, with no materials deficiencies in product or workmanship). Payment of holdback**.

  - Cost - ~~$160,000.00~~ **$130,600.00**

2.1.3 Years 2-10, service shall be paid in quarterly installments payable on the first day of the new quarter.

2.2 INVOICES:

2.2.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

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

2.2.3 Payment shall 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.2.4 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.

2.2.5 Naphcare shall be responsible for providing a monthly report regarding the Service Level Agreement (SLA) in Exhibit H. The report measures and documents the performance of NAPHCARE's Services relative to the Service Levels and Maricopa's usage of Services. The report details the Service Metrics relative to the Service Levels, the actual measured level of performance for each Service Metric, and any resulting monthly Service Credits.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit “B”, or as otherwise directed in writing by the Procurement Officer.

4.2 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.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 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, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 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.

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

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contactor’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 A-, VII or higher. 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.

5.2.2 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.

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

5.2.4 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.

5.2.5 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. Contactor 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.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.

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

5.2.8 The policies required hereunder, except Workers' Compensation, 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.

5.2.9 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.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 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.

5.2.11.2 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.

5.2.12 Certificates of Insurance.

5.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County within 10 working days following notice to Contractor. BY. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

5.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.13 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.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 INSPECTION OF SERVICES:

5.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

5.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

5.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at on increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

5.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

5.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

5.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

5.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

5.4.4.2 Terminate the Contract for default.

5.5 REQUIREMENT OF CONTRACT BOND(S):

5.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond(s), which shall become binding upon the award of the Contract to the Contractor.

5.5.1.1 A Performance Bond equal to the initial three (3) years Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

5.5.1.2 A Payment Bond equal to the initial three (3) years contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

5.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

5.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

5.6 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

5.7 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.8 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Tom Tegeler, Director
Correctional Health Services
3250 West Lower Buckeye Road
Phoenix, Arizona 85009

For Contractor:

NaphCare, Inc.
James S. McLane
2090 Columbiana Road, Suite 4000
Birmingham, Alabama 35216

5.9 REQUIREMENTS CONTRACT:

5.9.1 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.

5.9.2 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.

5.9.3 Purchase orders will be cancelled in writing.

5.10 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 and in a industry readable format. 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. Upon termination, Contractor shall retain all rights, title and interest in the intellectual property and all other rights in and to the TechCare Software ("Software"), including all copies thereof. The County shall have no ownership rights of any kind in the Software.

Furthermore, 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.

5.11 TERMINATION FOR DEFAULT:

5.11.1 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.

5.11.2 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 and in a industry readable format.

5.11.3 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.

5.11.4 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.

5.12 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.

5.13 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.

5.14 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.

5.15 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.16 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.

5.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

5.18 RETENTION OF RECORDS:

5.18.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) 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.

5.18.2 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.

5.19 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.

5.20 ALTERNATIVE DISPUTE RESOLUTION:

5.20.1 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:

6.20.1.1 Render a decision;

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

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

5.20.2 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.

5.20.3 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.

5.21 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.

5.22 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. Contractor shall retain all rights, title and interest in the intellectual property and all other rights in and to the Software, including all copies thereof. The County shall have no ownership rights of any kind in the Software.

5.23 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.

5.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.26 CONTRACTOR LICENSE REQUIREMENT:

5.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

5.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.27.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.27.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.27.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.27.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.29 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.

5.30 SOURCE CODE ESCROW:

The Contractor shall provide all source code and any updates or fixes for the Contractor Commercial Off the Shelf ("COTS") application software that Maricopa County has purchased from Contractor for safekeeping with an mutually acceptable escrow agent within thirty (30) days of award. The software source deposited with the escrow agent will be a snapshot of all source code maintained by Contractor in the form of a **Microsoft Visual Source Safe Archive**. In this way, as beneficiary of the escrow agreement between Contractor and escrow agent, Maricopa County will have access to all source code of the products that they license for all versions of the software. Upon taking possession of the source code, Maricopa County will have the right to use the source for products that they license in the versions currently installed on the System or any subsequent versions in the archive. Contractor will make a deposit of the Source Safe Archive with the escrow agent once every six (6) months.

Maricopa County hereby agrees to pay the yearly standard fee for a beneficiary of the source code.

Maricopa County shall have access to the source code only in the event Contractor becomes unable to, or otherwise fails to, maintain the software during the warranty period or during the maintenance period, or if Licensor decides to stop support of the software application(s), or Contractor becomes bankrupt.

Upon Maricopa County taking possession of the source code, Maricopa County hereby agrees as follows:

(1) Maricopa County accepts full and total responsibility for the safekeeping of the source code. Maricopa County agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.

(2) Maricopa County agrees to only use source code related to applications for which they own a license. There will be source from other applications in the archive.

(3) Maricopa County agrees that any unauthorized release of the source code will cause irreparable harm to Contractor. Therefore, Maricopa County agrees to compensate Contractor for any and all damages Contractor suffers, to include reasonable attorney's fees, resulting directly or indirectly from, but not limited to, the mishandling, misuse, or theft of the source code, regardless of intent, or the absence thereof, by Maricopa County, its employees, former employees, agents and third-party associates if so ordered by the

court. Notwithstanding the foregoing, Maricopa County agrees that Contractor is entitled to an immediate injunction to stop any further alleged or actual disclosure.

(4) No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to Maricopa County. The Contractor's disclosure of the source code to Maricopa County shall not constitute any representation, warranty, assurance, guarantee or inducement by the Contractor to Maricopa County of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Contractor.

(5) Contractor will not be responsible for maintaining the source code. Furthermore, Contractor will not be liable for any consequences related to the use of source code modified by Maricopa County.

5.31 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

5.31.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

5.31.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.32 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.33.1 Exhibit A, Pricing;

5.33.2 Exhibit A-1, Payment Schedule

5.33.3 Exhibit B, Scope of Work;

5.33.4 Exhibit C, Functional Response Matrix;

5.33.5 Exhibit D, Gap Analysis Response;

5.33.6 Exhibit E, Interface Matrix;

5.33.7 Exhibit F, Naphcare Support and Maintenance Agreement;

1.0 Exhibit F-1 – License Terms
2.0 Exhibit F-2 – Hardware

3.0 Exhibit F-3 – Support Information
4.0 Exhibit F-4 – Business Associate Agreement (BAA)
~~5.0 Exhibit F-5 – Data Center Locations~~

5.33.8 Exhibit G, Disaster Recovery Plan

5.33.9 Exhibit H, Service Level Agreement (SLA)

5.33.10 Exhibit I, Office of Procurement Services Contractor Travel and Per Diem Policy.

5.33.11 Exhibit J, Transition Plan and Leadership Team

5.33.12 Exhibit K, Data Center Operations, Policies, and Processes

5.33.13 **Exhibit L, OET High-Level Application and Database Standards**

5.33.14 **Exhibit M, Certification Statement**

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

CONTRACTOR

AUTHORIZED SIGNATURE

James S. McLane, CEO
PRINTED NAME AND TITLE

2090 Columbiana Rd, Ste 4000, Birmingham, AL 35216
ADDRESS

April 24, 2012
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — DATE: MAY 25 2012

ATTESTED:

DEPUTY CLERK OF THE BOARD 031412 — DATE: MAY 25 2012

APPROVED AS TO FORM:

LEGAL COUNSEL — DATE: May 24 2012

SPECIFICATION AND CONTRACT APPROVAL

CORRECTIONAL HEALTH SERVICES — DATE: 5/11/2012

OFFICE OF ENTERPRISE TECHNOLOGY — DATE: 5-14-12

CA 5-14-2012

EXHIBIT A

PRICING

SERIAL 10135-RFP
NIGP CODE:92007

RESPONDENT'S NAME:	NaphCare, Inc.
ADDRESS:	2090 Columbiana Road, Suite 4000
	Birmingham, AL 35216
TELEPHONE NUMBER:	205.536.8400
FACSIMILE NUMBER:	205.536.8404
WEB SITE:	www.naphcare.com
CONTACT (REPRESENTATIVE):	Connie Young
REPRESENTATIVE'S E-MAIL ADDRESS:	cyoung@naphcare.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

[X] NET 30 DAYS

1.0 PRICING:	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
1.1 SOFTWARE LICENSE	**$800,000.00**	**$828,000.00**	**$856,980.00**	**$871,974.30**	**$902,493.40**
1.2 CUSTOMIZATIONS (IDENTIFIED IN ATTACHMENT D)	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**
1.3 THIRD PARTY SOFTWARE LICENSE (IDENTIFIED IN ATTACHMENT D)	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**
1.4 SOFTWARE SUPPORT, UPGRADES, AND IMPLEMENTATION	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**
1.5 IMPLEMENTATION	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**	**NO CHARGE**
Initial Complete System Solution Implementation Cost					

Labor, Interfaces, Training and Travel Costs, and CCHIT Certification					
1.6 INFRASTRUCTURE REVISION (JAN 2013)	**$(147,000.00)**	**$(63,000.00)**			
	~~$800,000.00~~	~~$828,000.00~~			
1.6 TOTAL SYSTEM PRICE	**$653,000.00**	**$765,000.00**	**$856,980.00**	**$871,974.30**	**$902,493.40**
System Solution Price/ All Inclusive To include Unlimited Medical Records, Operation of the System Hardware, Applicable Support and Problems resolution					

1.7 Bond Requirement reduction to Initial three (3) years **($116,691.11)**

2.3 Software, Support and Upgrades - Option Years

2.3.1 Year 6 -	**$934,080.67**	**3.50%**	**Capped Percentage Increase**
2.3.2 Year 7-	**$966,773.49**	**3.50%**	**Capped Percentage Increase**
2.3.3 Year 8 -	**$1,000,610.57**	**3.50%**	**Capped Percentage Increase**
2.3.4 Year 9 -	**$1,035,631.93**	**3.50%**	**Capped Percentage Increase**
2.3.5 Year 10 -	**$1,071,879.05**	**3.50%**	**Capped Percentage Increase**
	~~$9,268,423.42~~		
10 YEAR TOTAL	**$9,058,423.42**		

2.4 SYSTEM HOSTING OPTIONS YEARS (INCLUDED IN ABOVE)

2.4.1 Year 6 -	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.4.2 Year 7-	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.4.3 Year 8 -	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.4.4 Year 9 -	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**

2.4.5 Year 10 - **TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**

2.5 Hourly rates for "out of scope" project personnel - NO ADDITIONAL CHARGE TO COUNTY FOR ANY HEALTHCARE RELATED COSTS
Medical, Mental Health, RX, lab, radiology, and off-site services are NOT out of scope. These services have been included in our price.

2.5.1 Project manager	**$40.00**	**PER HOUR**
2.5.2 Technical leads	**$25.00**	**PER HOUR**
2.5.3 Clerical	**$15.00**	**PER HOUR**

2.6 INTERFACE DEVELOPMENT, (INCLUDED IN 1.4 ABOVE)

2.6.1 JMS	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.6.2 RADIOLOGY	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.6.3 LABORATORY	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.6.4 PHARMACY	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.6.5 MENTAL HEALTH	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**
2.6.6 AHCCCS	**TOTAL COST INCLUDED ABOVE - NO ADDITIONAL CHARGE TO COUNTY**

2.7 RECORD SCANNING AND DATA CONVERSION

Initial Load/Conversion Document Scanning	**Total: 82,800,000 individual scans/sheets captured, indexed to MPI/eHR, active patient Medical Records, e-Discovery.**	
	$250,000.000	**First Year**

All software related maintenance and support shall be handled by NaphCare either onsite or remotely.
Infrastructure and hardware support will remain the responsibility of the County.

Offer includes all services included in above as well as the following services:

- Customization of the electronic system to meet the needs of Maricopa County
- Third-party vendor interface development
- On-site user training
- Specialty programming with the ability to begin promptly
- Demo packages for testing and training
- Upgrades and re-programming services
- Professional consulting and feedback services
- On-site and remote IT personnel support

EXHIBIT A-1

EMR – PAYMENT SCHEDULE

Exhibit A-1
EMR - Payment Schedule

Year 1

Payment Schedule	**Payment Amount**	Hold Back (20%)	Total Payment
Payment I: Sandbox and Process Review (0 - 60 Days):	$400,000.00	$80,000.00	$320,000.00
Payment II: Customization and Interfaces (61 - 240 Days):	~~$200,000.00~~ **$126,500.00**	~~$40,000.00~~ **$25,300.00**	~~$160,000.00~~ **$101,200.00**
Payment III: Implementation and Formal Training (241 - 360 Days):	~~$200,000.00~~ **$126,500.00**	~~$40,000.00~~ **$ 25,300.00**	~~$160,000.00~~ **$101,200.00**
Final Acceptance and Substantial Completion		$ -	$ -
Contract Year One Total:	~~$800,000.00~~ **$653,000.00**	~~$160,000.00~~ **$130,600.00**	~~$640,000.00~~ **$522,400.00**

Year 2

Payment Schedule	**Payment Amount**	Total Payment
Quarter 1	~~$207,000.00~~ **$191,250.00**	~~$207,000.00~~ **$191,250.00**
Quarter 2	~~$207,000.00~~ **$191,250.00**	~~$207,000.00~~ **$191,250.00**
Quarter 3	~~$207,000.00~~ **$191,250.00**	~~$207,000.00~~ **$191,250.00**
Quarter 4	~~$207,000.00~~ **$191,250.00**	~~$207,000.00~~ **$191,250.00**
Contract Year One Total:	~~$828,000.00~~ **$765,000.00**	~~$828,000.00~~ **$765,000.00**

Year 3

Payment Schedule	**Payment Amount**	Total Payment
Quarter 1	$214,245.00	$214,245.00
Quarter 2	$214,245.00	$214,245.00
Quarter 3	$214,245.00	$214,245.00
Quarter 4	$214,245.00	$214,245.00
Contract Year One Total:	**$856,980.00**	$856,980.00

Year 4

Payment Schedule	**Payment Amount**	Bond Reduction	Total Payment
Quarter 1	$217,993.58	$15,000.00	$202,993.58
Quarter 2	$217,993.58	$ -	$217,993.58
Quarter 3	$217,993.58	$ -	$217,993.58
Quarter 4	$217,993.58		$217,993.58
Contract Year One Total:	**$871,974.30**	**$15,000.00**	$856,974.30

Year 5

Payment Schedule	**Payment Amount**	Bond Reduction	Total Payment
Quarter 1	$225,623.35	$15,525.00	$210,098.35
Quarter 2	$225,623.35	$ -	$225,623.35
Quarter 3	$225,623.35	$ -	$225,623.35
Quarter 4	$225,623.35		$225,623.35
Contract Year One Total:	**$902,493.40**	**$15,525.00**	$886,968.40

Year 6

Payment Schedule	**Payment Amount**	Bond Reduction	Total Payment
Quarter 1	$233,520.17	$16,068.38	$217,451.79
Quarter 2	$233,520.17	$ -	$233,520.17
Quarter 3	$233,520.17	$ -	$233,520.17
Quarter 4	$233,520.17		$233,520.17
Contract Year One Total:	**$934,080.67**	**$16,068.38**	$918,012.29

Year 7

Payment Schedule	**Payment Amount**	Bond Reduction	Total Payment
Quarter 1	$241,693.37	$16,630.77	$225,062.60
Quarter 2	$241,693.37	$ -	$241,693.37
Quarter 3	$241,693.37	$ -	$241,693.37
Quarter 4	$241,693.37		$241,693.37
Contract Year One Total:	**$966,773.49**	**$16,630.77**	$950,142.72

Year 8

Payment Schedule	**Payment Amount**	Bond Reduction	Total Payment
Quarter 1	$250,152.64	$17,212.85	$232,939.79
Quarter 2	$250,152.64	$ -	$250,152.64
Quarter 3	$250,152.64	$ -	$250,152.64
Quarter 4	$250,152.64		$250,152.64
Contract Year One Total:	**$1,000,610.57**	**$17,212.85**	$983,397.72

Year 9

Payment Schedule	**Payment Amount**	Bond Reduction	Total Payment
Quarter 1	$258,907.98	$17,815.29	$241,092.69
Quarter 2	$258,907.98	$ -	$258,907.98
Quarter 3	$258,907.98	$ -	$258,907.98
Quarter 4	$258,907.98		$258,907.98
Contract Year One Total:	**$1,035,631.93**	**$17,815.29**	$1,017,816.64

Year 10

Payment Schedule	**Payment Amount**	Bond Reduction	Total Payment
Quarter 1	$267,969.76	$18,438.83	$249,530.93
Quarter 2	$267,969.76	$ -	$267,969.76
Quarter 3	$267,969.76	$ -	$267,969.76
Quarter 4	$267,969.76		$267,969.76
Contract Year One Total:	**$1,071,879.05**	**$18,438.83**	$1,053,440.22

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

The objective of this project is to provide Maricopa County's Correctional Health Services (CHS) with an integrated Electronic Health Record Management System enabling CHS to maximize efficiency, reduce costs, streamline processes and improve healthcare quality for its patient population. The goal is to bring all the different clinical facilities co-located within the jails of Maricopa County on to a single electronic platform where patient care data exchange and communication will be seamless. Concurrently, CHS plans to convert from a paper-based to a paperless environment to improve continuity of patient care, reduce medical errors and minimize the legal liability of both CHS and Maricopa County.

To this end, Maricopa County Correctional Health Services offers this Request for Proposal (RFP) for an Electronic Medical Record (EMR) system in order to select a respondent to provide these services and implement a fully integrated system solution that adheres to the Certification Commission for Healthcare Information Technology (CCHIT) guidelines and fits the clinic's operations and its served population.

The chosen EMR must be capable of streamlining medical, mental, and dental health care and communicate with multiple external community clinics, hospitals and mental health facilities at geographically dispersed locations interface with internal jail/offender management software, radiology, pharmacy, laboratory and regional behavioral health authorities. CHS desires a system that is both flexible to use and clinician friendly in its facilities. The selected system must be compliant with all HIPAA and HITECH regulations. The chosen system must be installed and in full use for the clinics no later than July 2013.

1.1 BACKGROUND

Correctional Health Services operates nine (9) clinics including medical, mental health and dental clinics at 6 different jails and detention facilities and treats over 250,000 patients per year. Currently, pharmacy, laboratory & radiology services are outsourced. The current process is manual and poses significant barriers to effective delivery of patient healthcare.

2.0 SCOPE OF WORK:

2.1 CURRENT ENVIRONMENT:

Currently, CHS operates as a separate domain within the Maricopa County's secured network. However, the plan is for CHS to create its own secured, high speed data network for private exchange of health related information. CHS currently outsources desktop, LAN and network support to MCSO. Today, CHS has 400 PCs, 100 laptops, 12 scanners and 3 feed scanners. All of the PCs are Pentium Core2 Duo or higher running Windows XP SP3 OS and most of the laptops are running on Windows 7 OS. CHS interfaces with the MCSO's Jail Management System (JMS), MS Access, SQL Server 5 database and select web-based applications for its day-to-day operations.

JMS is a mainframe-based system used to manage and track inmates supported by MCSO. MS Access is used to capture and store various daily data downloads of interface feeds coming from 3rd party vendor suppliers and MCSO. This data is used for storing and reporting trends, quality measures, and statistics and for monthly, quarterly and annual reports. Data is also received from other web-based applications such as laboratory results, radiology reports, medication orders and medication administration.

Naphcare understands CHS' current operational environment and shall work with staff to ensure compliance with all day-to-day operations.

2.2 MANDATORY REQUIREMENTS:

The EMR solution must include functionalities listed below. Please indicate 'Compliance' or 'Non-Compliance' for these mandatory minimum requirements:

2.2.1 Clinical Notes (medical history, problem lists, SOAPE notes).

Compliance—TechCare™'s medical history format is developed around NCCHC and ACA guidelines.

2.2.2 E-Prescribing (electronic order entry, medication list, allergies, drug interactions, Arizona Health Care Cost Containment System - AHCCCS and other managed care formularies, refills, Certified with the DEA Interim Final Rule for controlled substances).

Compliance—Electronic order entry
Compliance—medication list and electronic administration
Compliance—allergies
Compliance—capable of utilizing Medi-Span® or First DataBank, Inc. for drug interaction
Compliance—ability to set managed care formulary and submit non-formulary requests for approval electronically

2.2.3 Patient Management (identification, admission &discharge)

Compliance—Naphcare shall provide an interface between the County's Jail Management system (JMS) to TechCare™ ™ to provide up-to-date demographic information, location as well as admission/discharge status.

2.2.4 Enterprise Master Patient Index (EMPI)

Compliance—shall utilize EMPI obtained from the JMS

2.2.5 Computerized Physician Order Entry (CPOE)

Compliance—shall utilize RxNorm database

TechCare™ has an electronic order entry capability for pharmaceutical agents. Release medications and release prescriptions are generated and documented through this system.

Electronic Prescription Ordering: *Prescriptions are communicated directly from the physician to the pharmacy. All healthcare staff and pharmacists have access to one central location for information, so no information has to be rewritten, eliminating the potential for human error. Orders are immediately recorded on the* ***Electronic Medication Administration Report (eMAR)****.*

- *The eMAR documents drugs administered to inmates. This documentation includes all information contained on the prescription label and the name of the practitioner who prescribed the drug, as well as documentation of an inmate's refusal to take prescribed drugs.*
- *Once the prescription or over-the-counter medication order has been submitted, it becomes part of the database, which documents all drugs prescribed and assigns a unique prescription number.*
- *Pharmacy orders are transmitted to the pharmacy electronically.*
- *Once the new order is submitted, it enters a Pharmacist's Queue. The pharmacist follows up with clinical and/or therapeutic advice for on-site personnel if necessary, and the re-evaluation is documented in the inmate's health record.*

From the eMAR, the pharmacist can look at each drug that has been administered to an inmate. This information can be broken down in too many different categories, such as per inmate or per pill.

A healthcare provider can view inmate's records for any medication orders that are due to expire, which ensures that inmates who are assigned to a regular chronic care check-up will have medications renewed on time. Healthcare providers can also select a search for prescriptions that will expire in a specified amount of time and request any reorders that are necessary. The reordered medication is automatically placed on the eMAR for the same number of days as the original order.

Pharmacy Queue: *Pharmacists provide a thorough clinical review of drug orders as new prescriptions are electronically sent to the Pharmacy. Pharmacists can verify real-time prescriptions for accuracy, safe dosage, allergies, specified length of time, need for drug, and duplications.*

Current vital signs, such as blood pressure and blood glucose levels, are also shown on the Pharmacy Queue so pharmacists are alerted of any abnormal vital signs that may preclude use of the prescribed drug (see the following screenshot). Pharmacists can also see when a scheduled or appropriate vital sign has not been taken and recorded. They can electronically communicate to the health care staff at the facility so that corrective action can be taken.

A report can be sent by the pharmacist to the on-site healthcare personnel to review any problems and resolve the prescription order.

Medication Administration (Med Pass): *Documentation includes all information contained on the prescription label, the name of the practitioner who prescribed the drug, and record of an inmate's medication refusal. Inmate records/information can be retrieved using a unique inmate number. Current vital signs are tracked to ensure proper documentation for patients on chronic care medications, who must have their vitals taken before medication administration. Other Features:*

- *Ability to control costs by efficiently reducing the overstocking of medications*
- *Formulary drugs are prescriber's default choice*
- *Automatically updates inmate eMARs, ensuring no inmate misses medications, even if there is a change in housing/placement*

Missed Medication Report: *After the nurse completes a medication pass, a missed medication report is generated. Inmates who did not received scheduled drugs or treatments will populate to a list, alerting the nurse that unresolved orders for that location (pod) need to be completed. The charge nurse can generate a missed mediation report from the nursing station to see a summary at the end of each shift. This maintains services between shifts so that no information is lost.*

2.2.6 E-Referrals & Scheduling (continuity of care record, export and import of health records, patient healthcare summaries, attachments, appointments).

Compliance

2.2.7 Interfaces with laboratory (BioReference), radiology (Arcadia), pharmacy (Diamond Pharmacy Services), hospitals (MIHS, St. Joseph, etc), regional behavioral health authority (Magellan), offender management system (JMS) and other mutually determined key service providers that comply with common protocols such as HL7, XML, and any other generally accepted industry protocols for data communication and exchange.

Compliance—HL7 interface to allow the importing of lab data directly to the provider's dashboard.

2.2.8 Standard and ad-hoc reporting modules (national, NCCHC and local measures).

Compliance

CUSTOMIZABLE REPORTING CAPABILITY
Naphcare connects facility administrators with the medical team through an easy-to-use reporting system that provides full transparency and keeps you informed of our services throughout your correctional facilities. NaphCare's electronic medical records (EMR) system, TechCare™, offers reporting functions that are clinically meaningful to users. ***It enables completely customized reporting based on any format and information requested by CHS.*** *Any data elements that are captured in TechCare™ can be used to generate reports.*

These reports are delivered via e-mail so correctional administrators can review the current, monthly, and yearly snapshot of medical services. Naphcare uses TechCare™ to manage the reporting needs of each facility. A variety of reports can be generated as the following examples illustrate. This list is an example of the reports that are provided, at a minimum:

- *Daily Hospitalization Report (via email)*
- *Detailed Weekly Report*
- *Detailed Monthly Utilization Report*
- *Inpatient / Outpatient Statistical Report by Service*
- *Off-site Visit Report*

2.2.9 Internet Browser Based (thin client) user interface

Naphcare shall offer a fully browser-based application by the July 2013.

2.2.10 CCHIT, HIPAA and HL7 compliance

The main driver of this project is to provide Maricopa County's Correctional Health Services (CHS) with an efficient, automated health care delivery system. The approach will incorporate all of the latest practices and standards such as HIPAA, NCCHC, and Certification Commission for Healthcare Information Technology (CCHIT) certification and HL7 messaging formats. This will enhance the reliability of the CHS clinical environment and improve staff morale. To provide a better health care delivery system in a correctional environment there are several processes that need to be reengineered including better capture at the point of care and overall management of patient health records to meet NCCHC standards.. To best address these issues an "Integrated Electronic Health Record (I-EMR)" system is required to improve day-to-day clinical operations for Correctional Health Services. Implementation of the I-EMR and to both decrease medical errors and facilitate more effective delivery of the highest standard of care to the patients in the correctional setting.

CHS is seeking to implement a comprehensive system that will collect data and manage patient information, allow for patient scheduling, maintain an electronic medical record and provide for administrative functions as outlined in Attachment B (requirements).

Compliance—We are compliant in HIPAA, NCCHC, ACA, CCHIT, and all national standards.
Compliance—HIPAA
Compliance—HL7

NaphCare is seeking to implement a comprehensive system that will collect data and manage patient information, allow for patient scheduling, maintain an electronic medical record and provide for administrative functions as outlined in Exhibit C and D.

2.3 DESIRED REQUIREMENTS:

The purpose of this project is for CHS to convert from a paper-based medical record to an electronic integrated EMR. The system will include supporting software modules, technology and interfaces as defined. Please detail and comment on how your offering will address the following or provide a viable alternative solution;

2.3.1 The EMR will be implemented for all of the CHS data interfaces and other approved sites. This RFP calls for an application service provider (ASP) solution~~, thus the selected vendor must provide all equipment, supplies and labor within the scope of this solicitation~~. **The County will provide all server, storage and backup equipment. The County will provide system administrator services as per Exhibit K (sections 3, 4, and 5).** All hardware and software components provided by the vendor shall be to Maricopa County's Data Center (DC) standards.

Compliance

In all of our current EMR installations, NaphCare maintains and provides the following:

- ~~*Servers (facility and redundant data center backups)*~~
- ***Application and Database Management (See Exhibit L)***
- *User Account Management*
- *Computer and printer helpdesk support*

2.3.2 NaphCare shall adhere to Maricopa County's Multi-tier server/application testing requirements that include a dedicated test environment~~. , including hardware for purposes of testing patches, application updates, and training.~~

Compliance

2.3.3 NaphCare shall adhere to Maricopa County's established change management procedure period. NaphCare shall attend Maricopa County's change control meetings when Naphcare has a change to the current production environment.

Compliance

2.3.4 The County expects that the EMR will reduce CHS cost of care while improving healthcare outcomes as measured by the following criteria:

2.3.4.1 Healthcare staff will have pertinent healthcare management data readily available at the point-of-care to optimize patient care.

Compliance

Laptops running express versions of Microsoft SQL 2008, and utilizing mobile active patient subscriptions, will provide pertinent healthcare data to staff at the point-of-care to optimize patient care.

2.3.4.2 Healthcare staff will use resources more efficiently and make better healthcare decisions due to a reduction in the amount of time required to locate patient's health care record.

Compliance

Our interface with MCSO's offender management system will provide inmate location information to healthcare staff from within TechCare™ and our ability to organize this information in a mobile solution will provide the medical staff with more time to interact with the patient, allowing them to make better healthcare decisions.

2.3.4.3 The EMR will standardize charting practices and improve healthcare documentation.

Compliance

Working with CHS medical and mental providers to customize screening and assessment documents within TechCare™ to adhere to existing CHS policy and procedures as well as ACA and NCCHC standards will ensure standardization in charting practices.

2.3.4.4 CHS will manage healthcare information more efficiently and improve compliance with laws governing medical records management.

Compliance

Use of TechCare™ to manage healthcare information will provide more granular control and restriction to medical information based on the user's access roles. TechCare™ shall also provide users a time stamped audit trail in order to prove compliance with laws governing medical record management.

2.3.5 Practice Management (integrated financial and administrative modules)

Compliance

TechCare™ shall be able to be configured to provide inmate healthcare financial information as it pertains to inmate reimbursement of medical services and supplies. Daily customizable reports can be used by administration to show a snap shot of the care currently being provided.

Through *TechCare*™, we will provide CHS administration with a statistical report of the previous 24-hours. This report can also be downloaded and displayed on an iPhone for easier access.

Contract Compliance Reporting
NaphCare submits statistical daily reports pertaining to medical services rendered, and a monthly contract compliance report to the Contract Monitor, administrators, and/or their designees, to assist management with the efficient and direct correlation of contract compliance indicators. This monthly report consists of the following data:

a) Completed receiving screens;
b) 7-14 day evaluations;
c) Sick calls;
d) TB tests;
e) Yearly evaluations;
f) Chronic care clinics;
g) Off-site referrals;
h) Pharmacy report;
i) Lab reports;
j) Diagnostic reports;
k) Suicide watch;
l) Infirmary care;
m) Detoxification numbers; and
n) Other data requested by the facility.

2.3.6 Arizona AHCCCS health plan eligibility inquiry.

Compliance

NaphCare has experience with X12 interfaces as it pertains to healthcare informatics. ***We have successfully interfaced with BCBS of South Carolina to submit claims electronically to their audit system.*** *Our goal would be to develop an ASC X12 270/271 bridge to inquire about inmate plan eligibility. The inmate's payer and responsible party information could then be relayed electronically through the hospital interface when an inmate is sent out for medical services.*

2.3.7 Microsoft SQL SERVER Relational Database Management System or select mainstream "RDBMS" alternatives.

Compliance

TechCare™ currently utilizes Microsoft SQL server 2008 as its database management system.

2.3.8 Multiple handheld and mobile device screen adaptations and support including, I Phone, IPAD, ANDROID, RIM, portable form factor etc.

Compliance

TechCare™ can provide screen adaptations based on mobile device standards through the mobile device's web browser.

2.3.9 Support for imbedded, integrated video, picture and audio within core package functions.

Compliance

NaphCare shall work with CHS to recommend an appropriate third party system to meet the needs of this request.

2.3.10 Anticipated use for scanned files is approximately 3 TB over the term of the contract (5 Years).

Compliance

While electronic interfaces with vendors will certainly help reduce the amount of documents needing to be scanned in on a daily basis, TechCare™ provides a scan viewer module currently capable of capturing over 4,500 documents daily.

2.4 EMR REQUIREMENT DETAILS:

All the respondents to this RFP are required to provide in narrative and/or diagrammatic description format, detailed information on the following:

Compliance

2.4.1 Medical number (patient identification) assignment process

Naphcare shall utilize the unique identifier generated by the offender management system.

2.4.2 Biometric technology used in the patient identification process and how does it works

NaphCare shall work with CHS to recommend an appropriate third party system to meet the needs of this request.

2.4.3 Demographic fields which can be used for patient search

The following demographic fields can be used for patient search:

FirstName, LastName, Aliases, Date of Birth, Housing Location, Age range, booking date, patient identifier, custody status

2.4.4 Initial screening process and different special attention queues available.

TechCare™ can be used to conduct a receiving screening on all new commitments (including transfers immediately upon the inmate's arrival at the correctional facility and before the inmate enters the general population of the facility.

Naphcare customizes the receiving process to fit Maricopa County's needs by offering a completely customizable EMR. TechCare™ automates inmate healthcare processes, creating a paperless, efficient system for monitoring and tracking all medical encounters from receiving to release. TechCare™ allows the receiving screening to be completed electronically, which expedites the receiving process and allows for rapid processing in high volume settings. Reports for all receiving services will be readily available to the health care and CHS personnel. Naphcare's focus on an aggressive receiving screening process and take preventive measures so that no inmate slips through the cracks. At a minimum, the Receiving Screening includes inquiry into the following:

- *a. Current and past illnesses, health conditions or special health requirements (i.e., dietary needs);*
- *b. Past serious infectious disease, including HIV/AIDS and Hepatitis C;*
- *c. Recent communicable illness symptoms (i.e., chronic cough, lethargy, weakness, weight loss, loss of appetite, fever, night sweats);*
- *d. Current medical, mental health or dental concerns;*
- *e. Past or current mental illness, including hospitalizations;*
- *f. Past history of trauma and/or sexual assault/abuse;*
- *g. Past or current receipt of, or eligibility for, Community Rehabilitation and Treatment (CRT) programs;*
- *h. History or current receipt of services related to developmental disability (DS programs);*
- *i. Dietary restrictions;*
- *j. History of or current suicidal/homicidal ideation;*
- *k. Current name(s) and dosage(s) of medication(s) being taken by the inmate, including name of prescriber and current pharmacy;*
- *l. Allergies to medication(s) or other substances;*
- *m. Legal or illegal drug or alcohol use (including time of last use and amount);*
- *n. Current or history of drug or alcohol withdrawal symptoms, detoxification needs, and stabilization services for a substance abuse disorder;*
- *o. Current or recent pregnancy;*
- *p. Date of last menstrual period, date of last pap smear, date of last mammogram, and any other gynecological problems;*
- *q. Health insurance coverage; and*
- *r. Any other health problems as designed by the site Medical Director.*

On the Receiving Screening, the reception personnel notes observation of the inmate's:

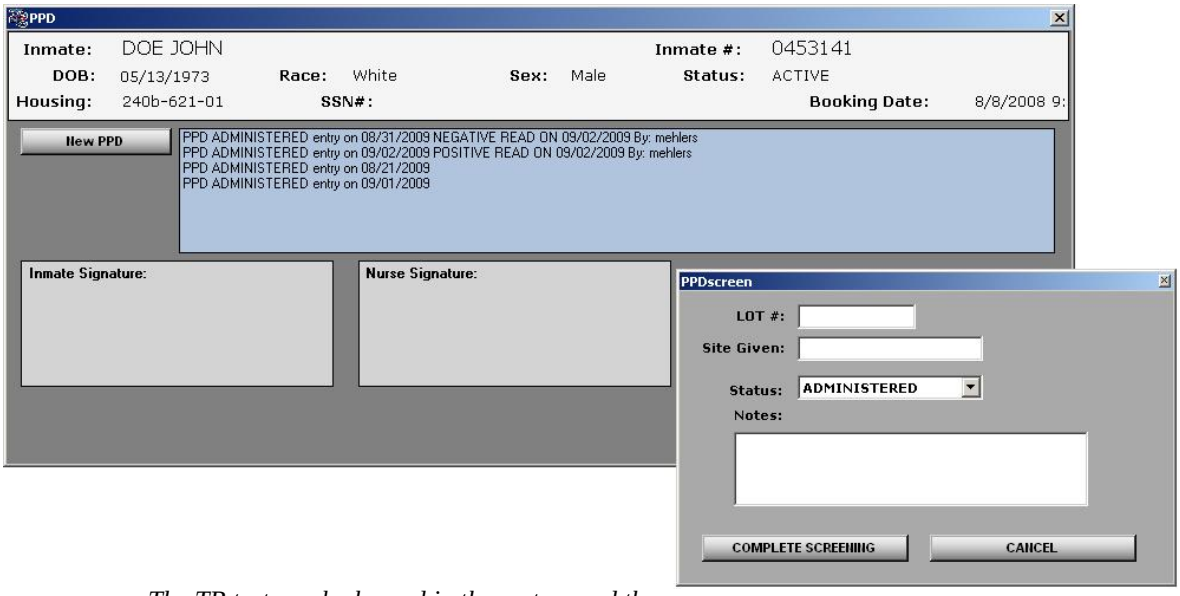
- *a. Appearance (i.e., sweating, tremors, anxious, disheveled);*
- *b. Behavior (i.e., disorderly, appropriate, insensible);*
- *c. State of consciousness (i.e., alert, responsive, lethargic);*
- *d. Ease of movement (i.e., physical deformities, gait);*
- *e. Breathing (i.e., persistent cough, hyperventilation)*

f. Mental status, including suicidal ideation, cognitive limitations;
g. Communication barriers, if any;
h. Skin (i.e., legions, jaundice, rashes, infestations, bruises, scars, trauma
i. markings, tattoos, needle marks or other indications of drug use); and
j. Any other disability that may or may not require reasonable accommodation.

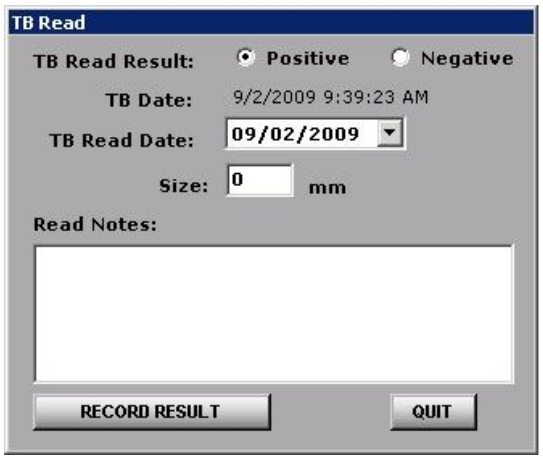
The results of the medical disposition of the inmate are indicated on the Receiving Screen as to whether admission is refused until the inmate is medically cleared; whether the inmate is cleared for general population; whether the inmate is cleared for general population with an appropriate referral to healthcare services; or whether the inmate is being referred to healthcare services for routine and/or emergency medical treatment. Those with positive indicators of mental health issues on the Mental Health Screen at receiving are referred to a mental health provider following the completion of the screening for additional evaluation and testing. Any referrals deemed necessary by the interviewer are indicated on the mental health screen within TechCare™.

Tuberculosis Testing
This TB Screening module in the TechCare™ system follows guidelines issued by the American Thoracic Society and the Centers for Disease Control (CDC) for the management and treatment of Tuberculosis.

TB Testing (PPD)



The TB test can be logged in the system and the inmate can be automatically flagged for follow-up. A list of inmates requiring a TB read is generated and results of the test can be read and recorded. Accessing the TB reads and results electronically saves nursing time by eliminating the need to search for a paper chart. Nursing staff can easily manage TB read / results, which offers significant advantages such as:



1. *Drastically reduces workload; no paper charts need to be pulled*

2. *Generates list of inmates by TB status (positive/negative, administered, read, results, follow-up)*

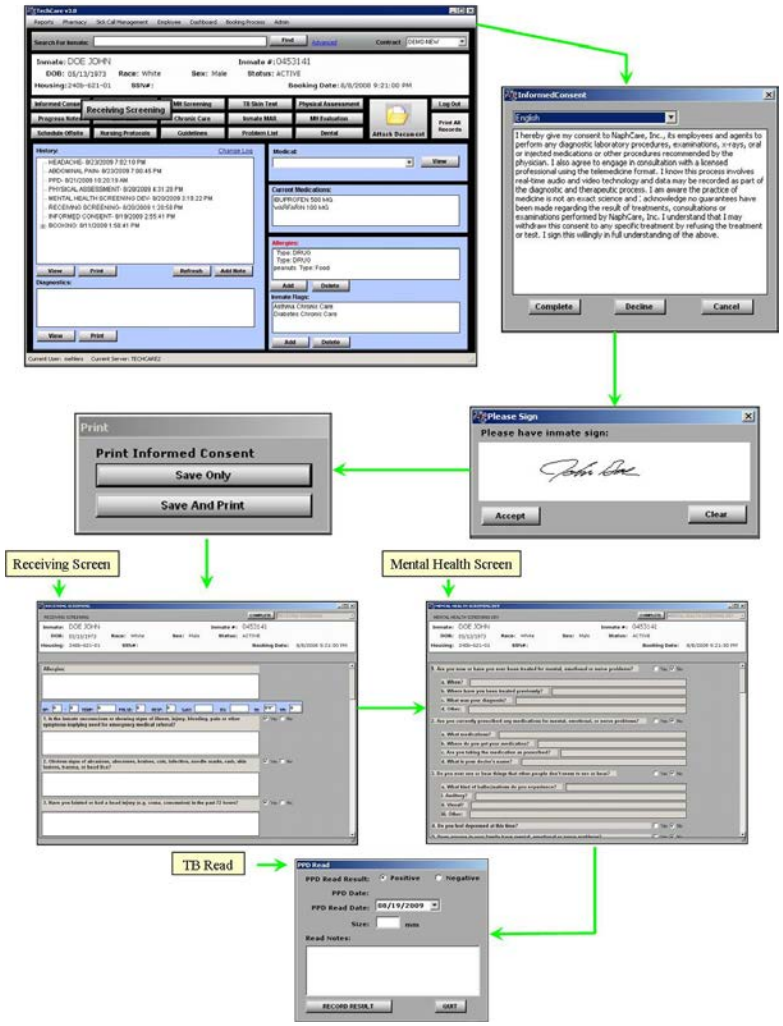
3. *Eliminates unnecessary duplication of healthcare services for re-admitted inmates*

4. *Access the date the last TB test was administered, history of services available*

5. *Reduces costs for staff time and test supplies*

The diagram on the following page provides an overview of the receiving process including step-by-step documentation and example electronic forms used for the receiving screening.

COMPREHENSIVE MEDICAL AND MENTAL HEALTH SCREENING PROCESS



2.4.5 List of preloaded problem lists:

- *Anemia*
- *Asthma*
- *CAD/CHF/Valve disease*
- *Cancer*
- *Cirrhosis*
- *COPD/Emphysema*
- *Diabetes*
- *GI*
- *Headaches*
- *Hepatitis A*

- *Hepatitis B*
- *Hepatitis C*
- *HIV/AIDS*
- *Hyperlipidemia*
- *Hypertension*
- *Kidney Disease*
- *Pain-chronic*
- *Seizure Disorder*
- *Mental Health Diagnosis*
- *Stroke*
- *Thyroid Disease*
- *Transplant*
- *Dialysis*
- *DRUG DETOX*
- *Emergency Transport*
- *EtOH Detox*
- *Infirmary*
- *MRSA/VRE/c.Diff*
- *Observation*
- *Pregnancy*
- *Suicide Watch*
- *TB-active*
- *TB-inactive*
- *Violent Inmate*
- *ADA Special Needs*
- *Anticoagulation*
- *Assistive Device*
- *Blind*
- *Deaf*
- *Impaired Mobility*
- *Lithium*
- *Medicinal Diet*
- *Special Discharge Plan*
- *Trauma Informed*
- *Allergy/sinus*
- *Chlamydia*
- *Diarrhea*
- *GC*
- *Herpes*
- *HPV*
- *Lice Body*
- *Lice Head*
- *Lice Pubic*
- *Nausea/vomiting*
- *Scabies*
- *Syphilis*
- *Trichomoniasis*
- *UTI*
- *Guardian/Power of Attorney*
- *Handicap Cell*
- *Infectious Disease Chronic Care*
- *Coumadin Chronic Care*
- *TB Chronic Care*
- *Dyslipidemia*
- *OB Chronic Care*
- *Thyroid Disorder*
- *Migraines*

- *TB Skin Test Conversions*
- *PPD +*
- *Gonorrhea*
- *Lesion Other*
- *Sexually Transmitted Diseases*
- *Lice*
- *Immune Deficiency*
- *Private Insurance*
- *Hepatitis Chronic Care*
- *Developmental Disability/Mental Retardation*
- *Other Psychiatric Disorders*
- *Delirium and Dementia and Amnestic and Other Cognitive Disorders*
- *Substance Related Disorders*
- *Psychotic Disorders*
- *Mood Disorders*
- *Anxiety Disorders*
- *Adjustment Disorders*
- *Personality Disorders*

2.4.6 Master patient Index (MPI) matching logic and method

MPI will utilize the same offender identifier. All records will be tied to this identifier.

2.4.7 Demographic information captured in the MPI

All demographic information currently contained within the offender management system shall be available to users.

2.4.8 Decision support tool you product supports

Naphcare currently utilize custom decision support as it pertains to assessing and treating inmates at risk for alcohol, opiate and mixed substance withdrawal.

With Naphcare's software, it takes an aggressive approach to the treatment of detoxification that is based on treating symptoms as they occur, rather than a scheduled treatment modality. The ***Clinical Institute Withdrawal Assessment, Revised (CIWA-Ar)*** *clinical guidelines for monitoring intoxicated inmates, is integrated into TechCare™. Naphcare have established protocols for the identification, monitoring, and treatment of individuals at risk for, or undergoing, withdrawal from alcohol or other medications. Developed by physicians with correctional healthcare expertise, this screening tool is a vital resource for on-site healthcare professionals, and shall be able to be customized according to CHS specifications.*

<u>Evaluation of the Inmate Patient in Alcohol Withdrawal</u>: The TechCare™ alcohol withdrawal protocol is consistent with recommendations of the ASAM, ACA, and NCCHC. Symptoms of withdrawal are assessed using the CIWA-Ar, with dosing of medication based on scored results of the CIWA-Ar. The CIWA-Ar scale is a 10-item assessment tool used to measure the severity of alcohol withdrawal syndrome, and allows healthcare professionals to better monitor and provide medication for inmates experiencing withdrawal. The healthcare professional performing the screening identifies chemically dependent inmates using the following criteria:

- *Nausea and vomiting*
- *Tremor*
- *Paroxysmal sweats*
- *Anxiety*
- *Agitation*
- *Tactile disturbances*
- *Auditory disturbances*
- *Visual disturbances*
- *Headache, fullness in head*
- *Orientation and clouding of sensorium*

CIWA-Ar Alcohol and Detoxification Guidelines: after the healthcare professional administers the detoxification screening, the identified Total CIWA Score (shown on the next page) is calculated. This guides the clinician towards the proper course of treatment as results will be classified as mild, moderate, or severe alcohol withdrawal syndrome.

2.4.9 Clinical documentation modes used by your product (e.g. text, drop downs etc)

Healthcare staff can access the protocols while treating the patient through our EMR system, TechCare™. The "Nursing Protocol" tab allows healthcare staff to easily scroll through an alphabetic listing. The protocols ensure that patients are treated in a more effective and efficient manner by the nursing staff, and they allow the nursing staff to more easily distinguish minor ailments from emergent medical needs.

The following screenshot shows the Nursing Protocols screen with an alphabetized list of protocols.

2.4.10 How patient data is automatically sent from biomedical or medical devices to the product's database?

Successful interface with Abbott and Lifescan, Inc. point of care glucometer devices with TechCare™ EMR utilizing HL7 formatted result messages to assign results to the corresponding patient.

2.4.11 Your product's audit, security, data reliability and quality control capabilities

Roles are assigned by on user's credentials only allowing certain features based on the roles. All inserts, updates and deletions are time stamped with the user's electronic signature. Naphcare utilizes Topaz, Inc. digital signature system for electronically signing documents within the TechCare™ EMR.

2.4.12 How your product documents telemedicine and telephonic consultation?

Naphcare uses a telemedicine screening tool and policy and procedure.

2.4.13 If any, specify the list of all pull down orders, under ordering module of your product

Naphcare utilizes the RxNorm database for prescription ordering.

2.4.14 Different types of biometric devices supported by your product.

Naphcare does not currently use biometric devices to identify inmate patients. Identification will be determined by using the information provided from the jail management system (picture, inmate id), and matched to the armband provided to the inmate.

2.4.15 Different EMRs with whom your product can be interfaced.

Naphcare shall have the ability to interface with any HL7 compliant EMR.

2.4.16 Handheld devices supported by your product

TechCare™ supports web enabled iOS and Android devices.

2.4.17 Health information exchange capability

The enterprise solution will be C32 and HL7 compliant.

2.4.18 AHCCCS (Medicaid) system

Naphcare has experience with X12 interfaces as it pertains to healthcare informatics. Naphcare successfully interfaced with BCBS of South Carolina to submit claims electronically to their audit system. We are capable of using the same system to check for patient eligibility.

2.5 IMPLEMENTATION SERVICES:

Project Management

Naphcare's project management approach encourages an open dialogue between end-users and corporate office system managers in a focused effort to understand the institution's processes and business requirements. This understanding assists us in planning, managing, and executing decisions and tasks necessary for successful integration of the TechCare™ system. NaphCare has never missed a go-live date, and we ensure the same for Maricopa County.

Systems Integration

Through a powerful blend of management and technical expertise combined with broad industry knowledge, TechCare™ provides the total solution to automate correctional medicine operations. In addition to application development, ~~Naphcare shall provide and integrate the hardware, software, network infrastructure, and communications components.~~ ***Naphcare shall integrate the software, interface server and all other components of the application.*** *Acting as systems integrator, NaphCare's dedicated corporate IT staff shall manage all third party suppliers and partners to ensure a smooth, successful project implementation.*

Technical Support

NaphCare understands the technical challenges of working in a correctional environment and shall assist in evaluating all communication and networking requirements to ensure a seamless transition. Our technical support team shall develop programs to meet the evolving needs of the CHS. From project planning and implementation, to management services and support, NaphCare's corporate IT staff shall provide comprehensive technical assistance and expertise to ensure successful implementation to CHS satisfaction.

NaphCare's Technical Support Office provides technical assistance, after-hours support, and troubleshooting to meet our client's needs and ensure that systems are maintained in the best manner possible. This office is available 24 hours a day, 7 days a week, and is the first point of contact for all client service calls.

In recognition of the 24/7 nature of the correctional health business, Naphcare shall discuss specific accommodations for proper type of support during implementation and post implementation support. It is anticipated that it shall be necessary to have physical support staff present on site to ensure optimal support.

The *TechCare™* Project Implementation Timeline has been detailed to include scope of work divided into phases. NaphCare proposes to begin the contract work as soon as the contract is signed, on or about April 1, 2012. ~~, with a "Go Live" date of May 1, 2013~~.

Below is an outline and description of our proposed schedule. More detail is provided in the attached spreadsheet.

- **Phase I – Days 1-60, Sandbox and Process Review**
  - Objective 1: Provide our standard *TechCare*™ implementation in a working sandbox
  - Objective 2: Obtain forms and workflow processes specific to CHS
- **Phase II – Days 61-240, Customization and Interfaces**
  - Objective 1: ~~Develop third-party interfaces~~ **As of April 30, 2013, the development environment using the local storage will be operational and made available to NaphCare by OET**
    - **Objective 1A: Test Environment will be finalized once the architectural models are approved (which includes NaphCare).**
    - **Objective 1B:Production Environment will be finalized and made available to NaphCare by April 30, 2013. In the event the production environment is not made available to NaphCare by April 30, 2013, Naphcare shall move forward with utilizing the operational development environment made available to it.**
  - **Objective 2: Develop third-party interfaces**
  - Objective **3** ~~2~~: Obtain and complete workflow and form changes from CHS

- **Phase III – Days 241-360, Implementation and Formal Training**
  - Objective 1: Obtain CHS approval of customization changes
  - Objective 2: Complete production environment installation
  - Objective 3: Conduct User-specific training

Phase I (1-60) days--Sandbox and Process Review			
NaphCare Responsibilities		**CHS Responsibilities**	
Project Kickoff Meeting		Review Standard TechCare Implementation in working sandbox	
Set project management meeting schedule			
Provide standard tools for the following:		**Provide Policy and Procedure Manual to include the following:**	
Medical Intake Screening		Booking forms and workflow documents	
Dental Note		Pharmacy forms and workflow	
Mental Health Evaluations		Mental health forms and workflow	
Mental Health Screening		Dental forms and workflow	
Nursing Protocols		Sick call forms and workflow	
Physical Assessment		Off-site & utilization management forms and workflow	
Problem List		Chronic care forms and workflow	
Psychiatric Progress Notes		Nursing protocols forms and workflow	
Psychiatric Evaluations		Provider forms and workflow	
SOAP Note		Infirmary, observation and segregation forms and workflow	
Provide standard modules for the following:		Transfer and release forms and workflow	
Alert Notifications		Additional process forms and workflow	
Chronic Care Management			
Diet Management			
Document Scanning			
Drug Administration Record			
Drug Ordering			
MD Dashboard			
Nursing Dashboard			
Observation, Infirmary and Segregation Management			
OffSite Scheduling and Hospitalization Management			
Pharmacy Dashboard			
Reporting			
Tuberculosis Testing			
Transfer and Discharge			
Clinical Institute Withdrawal Assessment (CIWA) Module			
Phase II (61-240 days)--Customization and Interfaces			
Interface with JMS (Offender Management System)		**Production hardware shall be implemented and made available**	
Interface with BioReference		Provide authorization to communicate with third-party vendors	
Interface with Diamond Pharmacy		Provide workflow and form changes	
Interface with Arcadia Radiology			
Interface with MIHS (epic)			
Interface with Magellan (Regional Behavioral Health)			
Account Group Setup and Permissions			
Complete CHS workflow and form changes			
Phase III (241-360 days)--Implementation and Formal Training			
Design a Training and Education Schedule			
Conduct training for the following:		Complete final approval of TechCare customization changes	
Super users			
Nursing staff			
Providers			
Dentist			
Dental Assistant			
Administrative Assistant			
Mental Health			

2.5.1 Describe standard implementation services that are included in your proposal.

Application customization, third-party interface, and training services.

2.5.1.1 Specify the standard implementation services that are included in your offer.

Customization of forms, initial interface (JMS, labs, pharmacy), and reports.

2.5.1.2 Specify the roles, experience, and qualifications you recommend for each practice team.

Booking Nurse, Pill Pass Nurse, Medical Records Clerk, Administrative Assistant, and Advanced Clinical Provider.

2.5.1.3 Specify the tools and/or services you offer subscribers for current workflow analysis and redesign using your EMR.

A NaphCare EMR implementation specialist shall meet with on-site personnel to analyze and design current workflow procedures.

2.5.1.4 Specify the level of system design and build that is required from the subscriber (e.g.: menus, user security, order and documentation templates, code set/dictionaries, alerts).
User security—subscriber is required to define roles based on medical credentials as it relates to CHS medical policy and procedures.

2.5.1.5 Specify the process used with external parties to negotiate and test interfaces, including each party's role.

NaphCare shall obtain letters of agreement with each party. Naphcare shall then develop test packages of bi-directional data to test interface capabilities.

2.5.1.6 Provided examples of functional and integrated test plans, including your testing stages.

NaphCare shall provide this information upon contract award.

2.5.1.7 Specify the organization and subscriber’s support staff required. Please include the following:

2.5.1.7.1 Number and type of clinic staff and Offeror's staff required.

Booking Nurse, Pill Pass Nurse, Medical Records Clerk, Administrative Assistant, and Advanced Clinical Provider.

2.5.1.7.2 Skill sets required by the above groups.

Booking Nurse, Pill Pass Nurse, Medical Records Clerk, Administrative Assistant, and Advanced Clinical Provider.

2.5.1.7.3 Estimated duration for use of clinic’s and Offeror's staff time.

NaphCare implementation staff shall work with CHS to schedule additional staff availability to ensure staff time is not wasted.

2.5.1.7.4 Provide an example of a go live staffing schedule.

Please see Transition Chart and Leadership Team in Exhibit J. Shall be updated upon award of contract.

2.5.2 Plan Progress Charts: The plan must include your project approach including WBS, resourcing and Gant charts that reflect the proposed schedule and all major milestones.

Please see Transition Chart and Leadership Team in Exhibit J. Shall be updated upon award of contract.

2.5.2.1 Please include an estimate of your current monthly implementation capacity.

NaphCare is currently providing implementation services for the Florida Department of Juvenile Justice (FL DJJ).

2.5.2.2 Please include the number of active and planned implementations in progress.

Naphcare is currently in the customization phase with the Florida Department of Juvenile Justice.

2.5.2.3 Please include the number of pending implementations based on the availability of company resources. Also include what, if any, subcontractors or consultants are used to fill this capacity.

No current pending.

2.6 TRAINING PLAN:

The Offeror must include a Training Plan and Sample Training and User Guides. Materials must be modifiable by the subscriber and the subscriber must be licensed to reproduce them as needed for the life of the contract. Materials and information provided should include the following:

The following is our Training Plan:

NaphCare's Vice President of Jail Operations, Larry Gann, RN, as well as a team of nurse managers shall provide over 5,000 hours of training on the TechCare™ system. ***TechCare™ shall be operational beginning day one.*** *Timing, type, and length of courses shall depend on MCSO requirements.*

Our training methods (manuals, classes, hands-on demonstrations) shall ensure that CHS staff will be able to take advantage of the power and functions of our system. During training, NaphCare staff shall be available on-site to guide users through the process and to answer any questions. Our training program will assist system administrators, managers, end-users, and technical support staff. Self-paced online training is also available.

For each system, training topics include but are not limited to:

- *Report creation, storage, and retrieval*
- *System backup, disaster recovery, and file restoration*
- *Preventative maintenance*
- *Workstation navigation*
- *Application functionality*
- *Interfaces*
- *System file maintenance*
- *Troubleshooting*

2.6.1 ~~Training Methodology and delivery mode (e.g.: on-site, corporate, online). Include the length and scope of the training classes.~~

~~*Naphcare believes it is important to provide training at the time of implementation, so Naphcare will begin staff training at this time and shall train staff within 30 days. Naphcare offers over 5,000 hours of one on one staff training for the first year, and annual train the trainer thereafter. Training shall be done on site at each individual*~~

~~*location: Durango Jail, Estrella Jail, Lower Buckeye, Tents, Towers, 4th Avenue OP, and 4th Avenue Receiving. Training shall continue throughout the contract with annual Super User training workshops.*~~

2.6.2 Description of minimum computer skills needed for users and any pre-training assessments.

The basics of the Windows Graphical User Interface:

- *Employees should have a basic familiarity with the use of the standard pull-down menus accessed from the bar at the top of the screen, particularly the ones most commonly used in all programs that run under Windows: File, Edit, and View.*
- *They should know which functions typically are found in these menus, such as: "New," "Open," "Save," "Save as," and "Print" in the File menu; "Copy," "Paste," etc. in the Edit menu.*
- *They should know where to locate Help information in Windows applications.*
- *Employees also should be familiar with the functions of the buttons that minimize, maximize, and close the "windows" they have opened.*
- *They should know how to run multiple applications simultaneously.*
- *They should know how to copy, cut, and paste text from one application to another.*
- *They should be aware that options for customizing the screen in Windows and applications that they regularly use exist, and how to access them.*
- *recognize .pdf files that they find on the Web as files which they must view using Adobe Acrobat Reader software.*
- *Employees should know how to use an e-mail program. They should be able to:*
    - *open an e-mail program;*
    - *write, edit, and spell-check an e-mail message;*
    - *address and send the message;*
    - *find, open, read, save, print and delete any e-mail messages they receive.*
    - *attach a file to an e-mail message and send it.*

2.6.3 Online, on-demand/self-service modules description and access to online training demonstration (if available).

NaphCare shall provide WEBEX consultations.

2.6.4 Training curriculum must be stated by job category or role (list each job category or role included in your training - physician, nurses, front and back office support staff, etc.)

Naphcare shall develop specific training curriculum upon contract award. Naphcare shall develop and provide specific training materials. The curriculum and materials shall be updated as needed to reflect any updates and changes to the system.

2.6.5 Training strategy for the following scenarios:

2.6.5.1 A medium practice with 6-50 users per practice.

Naphcare shall develop specific training curriculum upon contract award.

2.6.5.2 Practitioners operating in the field and away from a traditional clinic setting (e.g.: Registry staff).

Naphcare shall develop specific training curriculum upon contract award.

2.6.6 Provide a plan for a Product Orientation Training Overview for your product targeted for all users of the system. Also describe how the Product Orientation will be delivered (Browser, online, video, WEBEX, in person, etc.)

NaphCare shall provide initial and annual on-site training for all targeted users of our system.

2.7 SUPPORT AND MAINTENANCE AGREEMENT:

2.7.1 Please attach a copy of the Support and Maintenance Agreement which will be used for providers who will be utilizing your product through the subscriber.

A copy of NaphCare's Support and Maintenance Agreement is located in the ~~Appendix~~ ***Exhibit F****.*

2.7.2 Please describe your approach to deploying support/maintenance for 300-400 total users and 350 concurrent users on a 24/7 by 365 bases.

During the implementation phase, NaphCare will provide on-site access support/maintenance. Remote support/maintenance will be ongoing for the duration of the contract.

2.7.3 Please specify the frequency of your product's updates for the following:

2.7.3.1 Major release levels
Annually

2.7.3.2 Minor release levels
Quarterly

2.7.3.3 Hot patch fixes and emergency release levels
Dependent on the severity of the issue.

2.7.4 Describe your Subscriber service/support process for reporting issues and requesting services.

NaphCare shall provide a 24/7 helpdesk support line as well as email contact information.

2.7.5 Provide your subscriber issue escalation process or procedure.

Naphcare shall address all issues within 4 hours of report and request

2.7.5.1 Describe the method and tools used for subscribers to contact your Subscriber support team (e.g.: 800 phone number, e-mail, web-based contact, etc.

NaphCare shall provide a 24/7 helpdesk support line as well as email contact information.

2.7.5.2 Specify whether the support line is answered by human or is automated.

Human

2.7.5.3 Please provide all associated Service Level Agreements.

See attached SLA (Exhibit H)

2.7.5.4 Provide the hours of operations, including adjustments for the Arizona Time Zone, for Subscriber support.

2.7.5.4.1 Provide the hours of operations, including adjustments for the Arizona Time Zone, for Subscriber support via all mechanisms (phone, Web, Chat, email)

Support is provided 24/7.

2.7.5.4.2 Include the First Call Resolution (FCR) rate expressed as a percentage.

NaphCare shall provide a 24/7 helpdesk support line as well as email contact information.

2.7.5.4.3 Include the First Call Resolution (FCR) average time from call initiation to resolution.

Currently reporting 94% rate in the first hour.

2.7.5.5 Software upgrades are part of the software maintenance contract. How often updates and upgrades might be applied.

Major releases—annually.
Minor releases—quarterly.

2.7.5.6 Describe how subscriber requests for enhancements and customization are handled pre-implementation and post-implementation.

NaphCare's EMR implementation specialists shall meet with on-site staff for pre-implementation consultation.

2.7.5.7 List the last year's history of system enhancements (major releases, minor releases, and single problem fixes).

Chronic care module major release, Clinical Institute Withdrawal Assessment (CIWA) major release, drug reconciliation module major release.

2.7.5.8 Indicate how your organization facilitates formal users group, online community forum, etc. Specify what tools you have available today that you will use to support a user community.

NaphCare currently organizes annual User Conferences to discuss changes and enhancements to the system.

2.7.5.9 Will your monitoring tools include access to viewing the same screen as the end-user?

Naphcare currently utilizes Daneware to provide remote viewing.

2.7.5.10 How does your organization maintain current code bases (e.g.: ICD-9, CPT, HCPCS, etc.)?

Naphcare contracts with third-party vendors for code base maintenance.

2.7.5.11 Specify the process by which clinical content (e.g.: evidence-based tools, drug interactions) and patient education materials are updated?

Naphcare contracts with third-party vendors for clinical content.

2.7.5.11.1 When this content is updated, are the subscriber's rules maintained.

Yes

2.7.5.11.2 Define the level of subscriber's effort to ensure these rules are maintained.

Upon contract award, NaphCare shall work with CHS to ensure that all subscriber rules are maintained.

2.7.5.12 Please describe any network products and/or services that subscribers may receive as part of their monthly subscription.

Not available

2.7.5.13 Please describe other network products and/or services that subscribers may purchase for additional costs.

Not available

2.7.5.14 Specify if any staff support is required from user's end.

Please see Transition Chart and Leadership Team in Exhibit J. Shall be updated upon award of contract.

2.8 LICENSES

The Maricopa County Correctional Health Services (CHS) Department shall be fully licensed to operate the TechCare™ software system. All future and current CHS employees are covered under this agreement.

2.9 BUSINESS CONTINUITY; DISASTER RECOVERY; DATA BACKUP and RESTORE; ARCHIVE, RETENTION and DISPOSAL PRACTICES:

As CHS is looking for an ASP solution; all respondents are required to provide a detailed overview which includes the following:

2.9.1 Your current and proposed business continuity practices and approaches as they relate to the daily operation and possible interruptions of service (outages). This should include a description of your data configuration model and your redundancy capabilities (including but limited to: telecommunications, geographic isolation of the data centers). The response should include a graphical representation of process and location of backup data centers.

NaphCare shall provide each facility with an on-site server configured as a merge replication agent with our publication master database housed in NaphCare's corporate data center in Birmingham, AL.

2.9.2 Your current and proposed data backup and restore practices. This should include an explanation of the standards, procedures, methods, cycles, turnover, retention periods and offsite capabilities. Vendor should specify the encryption used for backups and describe any relevant key management practices.

Data is replicated every 5 minutes, and is backed up daily to a tape which is stored off-site. Redundant backups ensure that data is not permanently lost.

2.9.3 Your current and proposed disaster recovery procedures and standards and how they will be implemented into the proposed system solution to cover any disruptions in service (outages) and minimize any downtime.

Please see Disaster Recovery Plan (Exhibit G).

2.9.4 Describe how you will meet the Federal, State and local Public Record Retention requirements for the effective and efficient archive, retention, and disposal of the electronic data that is entered, stored, handled, and/or distributed by your proposed solution including adherence to HIPAA and HITECH laws.

NaphCare shall meet all Federal, State and local Public Record Retention requirements for the effective and efficient archive, retention, and disposal of the electronic data that is entered, stored, handled, and/or distributed by our solution including adherence to HIPAA and HITECH laws.

2.10 HOSTING REQUIREMENTS:

The County's intent is to obtain a system solution where the application is housed on a Respondent's own servers or a third-party hosting site that would be accessed via high speed private or dedicated leased lines and connecting to the County's VPN (Virtual Private Network) via the Internet. Location of servers is discretionary but must be within the continental United States, preferably in non-earthquake, hurricane or flood zone areas. Taking into account efficiency, cost, and security, the Respondent's proposal must include recommendations for location, based on the dynamics of the integration model. Mixed-model solutions will also be considered. Furthermore, it is mandatory that the Respondent provide a full cost summary in response to this approach as outlined in Attachment A. Vendor shall, upon request of the county, provide copies of any security policies, procedures, or standards relevant to the hosted solution.

The data center shall achieve a minimum 99.99% monthly uptime. The application response time shall not be less than the established time limits for other similar users of the application in the data center: probably less than 1 second under normal circumstances.

Vendor shall describe how often risk assessments of their environment are performed by external parties and agree to provide the results upon requests. The County shall retain the option of requesting, on an annual basis, that CONTRACTOR provide to the County and/or its auditors a copy of the SAS 70 report type 2. The County may at its sole discretion make exception to the delivery of a copy of the report by allowing CONTRACTOR to produce said report for viewing purposes only, however, if CONTRACTOR exercises this option the production of the report and length of production time shall be at the county's option, but will not be duly burdensome.

Pending that the County decides to use Naphcare's hosted solution, NaphCare's system solution is housed on our servers, within the continental United States. We have provided a full cost summary in response to this approach as outlined in Exhibit A. Upon contract award, Naphcare shall provide copies of any security policies, procedures, or standards relevant to the hosted solution.

The data center shall achieve a minimum 99.99% monthly uptime. The application response time shall not be less than the established time limits for other similar users of the application in the data center: less than 1 second under normal circumstances.

Through corporate legal staff and CQI tools built within the Naphcare system, Naphcare self-audit's its environment and processes. These results are available upon request. The County shall retain the option of requesting, on an annual basis, that NaphCare provide to the County and/or its auditors a copy of the SAS 70 report type 2.

2.11 DATA SECURITY:

2.11.1 The contractor shall bear the full cost of any security breach including patent notification for any loss of data for which the County has no control over.

Compliance

NaphCare shall bear the full cost of any security breach including patent notification for any loss of data for which the County has no control over.

2.11.2 At no time should County data be transmitted or transferred to any site or company outside the United States

Compliance

At no time will County data be transmitted or transferred to any site or company outside the United States.

2.11.3 Transfer of patent or confidential data to a 3rd party should require written permission from the County

Compliance

Naphcare understands that transfer of patent or confidential data to a 3rd party should require written permission from the County.

2.11.4 Contractor shall be required to report all suspected security breaches to the County and be obligated to cooperate in investigations of said breach(s)

Compliance

NaphCare will report all suspected security breaches to the County and cooperate in investigations of said breach(s).

2.11.5 Any data including Criminal History, etc. passed will need to abide by CJIS and ACJIS standards.

Compliance

Any data including Criminal History etc. passed will abide by CJIS and ACJIS standards.

2.12 PRODUCT UPDATE:

2.12.1 Frequency of updates (e.g.: major releases, minor releases (dot releases), single problem fixes.

Major and minor releases are made quarterly. Single problem fixes are done depending on severity of issue.

2.13 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 90 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, the Customer 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.

2.14 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.

Naphcare understands that during the course of this Contract, the County will provide NaphCare's personnel with adequate workspace for consultants and such other related facilities as may be required by NaphCare to carry out our obligation enumerated herein.

2.15 INVOICES AND PAYMENTS:

2.15.1 The Respondent 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:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

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

2.15.3 Payment shall 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors)

2.15.4 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.

2.16 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.17 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.18 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.

2.19 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

NaphCare

EXHIBIT C

NAPHCARE

RFP # 10135

Note that lines 18, 29, 30, 34, 35, 36, 39, 40, 42, 43, 48, 49, 50, 51, 55, 56, 58, 60, 62, 63, 65, 66, 67, 69, 71, 74, 80, 81, 82, 86, 91, 102, 103, 104, 106, 108, 109, 110, 111, 113, 114, 116, 118, 127, 129, 131, 132, 133, 134, 135, 142, 143, 146, 150, 151, 159, 160, 161, 162, 163, 164, 165, 167, 168, 170, 172, 173, 174, 175, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 193, 194, 195, 197, 198, 200, 201, 203, 204, 206, 207, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 225, 228, 232, 233, 234, 237, 238, 242, 243, 244, 246, 248, 257, 259,

Line #			Resp.	Cap.	Comp.	Commen
1	1	Does your product support an Enterprise Master Pateint Index to track a patient across a disparate group of clinics?	y	1	☑	
2	1.1	Does Enterprise Master Patient Index use Online Checks to verify accuracy of the patient information?	y	1	☑	
3	1.2	Does Enterprise Master Patient Index capture Patient's insurance coverage and eligibility information?	y	1	☑	
4	1.3	Does your product support third party Master Patient Indexes? If yes, specify which one?	y	1	☑	TechCare currently interfaces with third party management systems that have existing electronic bridges with VINESLINK.

Line #			Resp.	Cap.	Comp.	Commen
5	2	Does your product provide the ability to capture, review and manage medical procedures/surgical/obstetrics, oral health, social and family history, including the capture of pertinent positive and negative histories and patient reported or externally available patient clinical history (includes, birth history, dietary/nutrition history, immunization history, allergy and developmental history for children and behavioral health history)?	y	1	☑	
6	2.1	Does your system capture and store risk factors for all new patients?	y	1	☑	
7	2.1	Does your system capture the patient's history of sexually transmitted diseases and/or infections?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
8	2.1 Does your system capture the patient's sickle cell status?	y	1	☑	Captured in the patient's problem list.
9	2.1 Does your system capture the patient's tuberculosis status?	y	1	☑	
10	2.1 Does your system capture the patient's tobacco use and history including number of years and packs per day (PPD)?	y	1	☑	
11	2.1 Does your system capture the patient's history of alcohol use?	y	1	☑	Utilizes CIWA (Clinical Institute Withdrawal Assessment) form for assessing withdrawal.
12	2.1 Does your system capture the patient's history of drug use?	y	1	☑	
13	2.1 Does your product capture patient's occupational environment?	y	1	☑	Capable of flagging inmate for worker clearance
14	2.2 Does your system capture and store various social factors for all new patients?	y	1	☑	
15	2.2 Does your product allow for the tracking of the patient's domestic partner or spouse?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
16	2.2	Does your product capture patient's religious preference?	y	1	☑	
17	2.2	Does your system capture patient's disabilities?	y	1	☑	
18	2.3	Does your product have the ability to import patient's health history data, including obstetrical history data from an external system?	y	2	☑	Would require an interface with the EMR utilized by the OB/GYN.
19	2.4	Does your product document hospitalization and emergency department data?	y	1	☑	
20	2.4	Does your product capture admission and discharge dates for all types of hospitalizations (i.e. behavioral, substance abuse, return to competency Physical rehabilitation, ER etc?	y	1	☑	
21	2.4	Does your product capture admitting diagnoses?	y	1	☑	
22	2.4	Does your system capture procedures performed on the patient?	y	1	☑	

Line #				Resp.	Cap.	Comp.	Commen
23			2.4 Does your system capture and create discharge summaries?	y	1	☑	
24			2.4 Does your system provide discharge dispositions?	y	1	☑	
25			2.4 Does your product capture emergency department visit and discharge date?	y	1	☑	
26			2.4 Does your system capture all existing allergies and drug reactions?	y	1	☑	TechCare captures all inmate reported allergies and drug reactions.
27		2.5 Does your system provide the ability to capture patient's family history records on file?		y	1	☑	
28	3	Does your system include an order entry module which has the ability to be interfaced with a number of key systems and future systems as well as have external linkages through a standard, real time HL7 bidirectional interface?		y	1	☑	Utilizes HL7 to submit drug and lab order information.

Line #			Resp.	Cap.	Comp.	Commen
29	3.1	Does your product integrate with the patient's medical record and healthcare work flow?	y	2	☑	Techcare can be customized to meet the workflow needs of the correctional facility.
30	3.2	Does your product support online ordering and results viewing?	y	2	☑	TechCare is capable of interfacing with all HL7 compliant lab vendors.
31	3.3	Does your product automatically trigger a notification of the availability of results to the appropriate user?	y	1	☑	
32	3.4	Does your product support the use of order status in bidirectional mode?	y	1	☑	
33	3.5	Does your system provide for the requirement that all orders be digitally signed at the completion of each order?	y	1	☑	
34	3.6	Does your system support orders from multiple locations?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
35	3.6	Does your system include a pull down list of all ordering departments to enable multiple orders such as, Medical, Mental, Dental, etc?	y	2	☑	
36	3.7	Does your product provide for the ability to assign and display an order number for active, hold and pending orders?	y	2	☑	
37	3.8	Does your system allow providers to modify/create the most commonly used orders to assist in order placement?	y	1	☑	
38	3.8	Does your system require justification for overriding and cancelling orders?	y	1	☑	
39	3.9	Does your system detect display duplicate orders by issuing warnings does it allow the user to override it by entering justification?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
40	3.1	Does your system define order sets based on provider input or system prompts for each provider or service department?	y	2	☑	
41	3.1	Does your product contain all information specific to one order in one display screen?	y	1	☑	
42	3.1	Does your system provide the ability to enable selected orders as recurring orders?	y	2	☑	
43	3.1	Does your system provide order inquiry functionality to allow user to inquire on the details of the order?	y	2	☑	
44	3.1	Does your product display all the data associated with the order including demographics, order parameters, electronic signatures and order status?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
45	3.1	Does your system have the capability to route, manage and present current and historical test results to appropriate clinical personnel for review with the ability to filter and compare results / graph trends?	y	1	☑	
46	3.1	Does your system have the capability to evaluate results against normal values and notify the provider?	y	1	☑	
47	3.1	Does your system uses cues to highlight abnormal and viewable results?	y	1	☑	
48	3.1	Does your system allow for the reporting of relevant electronic laboratory results for reportable conditions to appropriate public authorities?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
49	3.1	Does your system provide the ability to electronically exchange problems lists, medication lists, medication allergies, diagnostic test results among providers of care and patient authorized entities?	y	2	☑	
50	3.1	Does your product support the ability to enter orders to support various practice work flows for primary and referring care providers?	y	2	☑	
51	3.1	If yes, specify the notification process for primary and referring care providers.	y	2	☑	Notifications will be posted to the provider dashboard.
52	3.2	Does your system support the configuration of order sets that can be easily identified such as favorites, executed, in progress or pending?	y	1	☑	
53	3.2	Does your system support the order entry for current and future orders?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
54	4	Does your system support the use of multiple documentation modes such as templates, free text, drop down tables, macros, voice and hand writing recognition?	y	1	☑	
55	4.1	Does your product includes a combination of system defaults and reusable template for data capture which are provider defined and provider customized?	y	2	☑	
56	4.2	Does your system provide the ability to auto update other sections of the record with data entered in progress notes?	y	2	☑	
57	4.3	Does your product provide space for entering performed and planned procedures in a progress note template?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
58	4.3	Does your product capture performed and/or planned laboratory procedures in a progress note?	y	2	☑	
59	4.3	Does your product capture diagnostic codes and procedures (ICD and CPT) codes?	y	1	☑	
60	4.3	Does your product provide ability to set goals (patient's and provider's) and follow up plans including next visit in a progress note?	y	2	☑	
61	4.3	Does your product capture medications prescribed in progress notes?	y	1	☑	
62	4.4	Does your product provide patient educational material in an appropriate cultural, linguistic and health literacy level format?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
63	4.5 Does your product provide the ability to automatically update diagnostic codes (ICD, CPT, HCPCS Level I and II codes, J codes, etc) when new codes are published?	y	3	☑	
64	4.6 Does your product allow user to retrieve encounters by a variety of user defined parameters?	y	1	☑	
65	4.7 Does your product support different clinical documentation entry through various modes? If yes, answer the following:	y	3	☑	Sucessfully interfaced with Lifescan and Abbott point of care glucometer devices.
66	4.7 Does your system support Structured Texts?	y	2	☑	
67	4.7 Does your system enable standard phrases defined in tables and used as pull down menus to reduce key entry effort?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
68	4.7	Does your system enable progress notes to be sorted and viewed in chronological or reverse chronological order by encounter date in relation to the active care plan?	y	1	☑	
69	4.7	Does your product provide the ability to create and modify assessments in a table or menu and in unlimited text values which comply with medical and mental health standards?	y	2	☑	
70	4.7	Does your product allow authorized users to maintain a problem list in a table or drop down menu format? If yes, specify the different problem lists already added	y	1	☑	
71	4.8	Does your product allow clinical documentation updates to product's database?	y	2	☑	

Line #				Resp.	Cap.	Comp.	Commen
72	4.9	Does your product support the integration of different biomedical devices? (Such as the patient's data would automatically be sent to product database from biomedical and medical device.)		y	1	☑	
73			4.9 Does your product require user intervention (accept or acknowledge) to transfer device data to product's database?	y	1	☑	The transfer is completed when the device is docked.
74	4.1	Does your product support configuration of clinical documentation screens, templates, forms and other clinical content by the end user?		y	2	☑	Only select users.
75	4.1	Does your product support audit capabilities for the following clinical documentation data elements:		y	1	☑	
76			4.1 By function or menu selected?	y	1	☑	Menu
77			4.1 By end user?	y	1	☑	Yes

Line #			Resp.	Cap.	Comp.	Commen
78		4.1 By date and time on initial entry or update?	y	1	☑	Yes
79		4.1 Other types? If yes, specify	n		☑	
80	4.1 Does your product support “telemedicine” communication and documentation?		y	2	☑	We would need to assess the needs of the facilitiy.
81	4.1 Does your product support automatic assignment of E&M codes based medical documentation and current guidelines?		y	3	☑	
82		4.1 Does your product support overriding codes if necessary?	y	2	☑	
83	4.1 Does your product support clinical documentation standards such as SOAPE charting?		y	1	☑	
84	4.1 Does your product capture electronic signatures?		y	1	☑	
85		4.1 Does your product provide the ability to add co-signatures if needed?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
86	4.1	Does your product maintain summary notes?	y	2	☑	
87	4.1	Does your product maintain “aggression control” notes?	y	1	☑	
88	4.1	Does your product support “seclusion and restraint” notes?	y	1	☑	
89	4.1	Does your product support special precaution notes such as 15 minute safety check on patients?	y	1	☑	
90	4.2	Does your system support suicidal/behavioral notes?	y	1	☑	
91	4.2	Does your product support allergic reaction notes?	y	2	☑	
92	4.2	Does your product support “activity restriction” notes?	y	1	☑	
93	4.2	Does your product support PRN administration notes?	y	1	☑	
94	4.2	Does your product support “refusal of treatment” notes?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
95	4.2	Does your product support medication side effect notes?	y	1	☑	
96	4.2	Does your product support patient compliance to treatment note?	y	1	☑	
97	4.2	Does your product support emergency department transfer notes?	y	1	☑	
98	4.2	Does your product support bed rest notes?	y	1	☑	
99	4.3	Does your product provide the ability to write history and physical assessment notes?	y	1	☑	
100	4.3	Does your product provide ability to document alcohol, tobacco and drug use?	y	1	☑	
101	4.3	Does your product allow entering multiple note types: Radiology, Lab etc?	y	1	☑	
102	4.3	Does your product provide the ability to import notes from referral or allow entry of notes by referral provider?	y	2	☑	

Line #				Resp.	Cap.	Comp.	Commen
103		4.3	Does you product provide ability to record key information needed for exam types, i.e. sexual preference, number of sex partners, serology history, symptoms etc?	y	2	☑	
104		4.3	Does your product's clinical document (progress notes) linked to a clinical decision support system and a controlled medical vocabulary?	y	3	☑	
105		4.3	Does your product provide ability to date and time stamp notes?	y	1	☑	
106	5	Does your product support specialized clinical applications or clinical content including but not limited to: pediatrics, obstetrics, gynecology, dental, behavioral health, any medical or surgical sub specialties?		y	3	☑	

Line #				Resp.	Cap.	Comp.	Commen
107		5.1	Does your product support third party medication administration record application? If yes, specify the results	y	1	☑	
108		5.2	Does your product provide ability to interface with different radiology devices such as Fuji?	y	2	☑	
109	6	Does Your Product Support e-prescription or other medication/immunization orders, including orders for durable goods with adequate detail for filling and administration?		y	2	☑	
110		6.1	Does E-MAR support offsite pharmacy orders and tracking?	y	2	☑	
111		6.2	Does E-MAR allow keeping a track of medication inventories at different clinics?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
112	6.3	Does your product present to appropriate clinician the list of medications/immunizations that need to be administered to the patient under what circumstances and capture administration details?	y	1	☑	
113	6.4	Does your product support drug-drug interaction, patient drug allergy and drug- disease severity of interaction warnings at the point of medication ordering?	y	3	☑	Medispan or First Databank
114	6.5	Does your system alert providers to potential medication ordering and administration issues such as incorrect patient, incorrect dose, incorrect route and incorrect time in support of medication administration.	y	3	☑	

Line #			Resp.	Cap.	Comp.	Commen
115	6.6	Does you product's medication administration module include access to the National Drug Classification database (NDC)?	y	1	☑	
116	6.7	Does your product store common prescriptions/immunizations for quick entry?	y	2	☑	
117	6.8	Does your product support multiple drug formularies and prescribing guidelines?	y	1	☑	
118	6.9	Does your system have the capability of displaying medications/immunizations prescribed both before and after the patient visit, of creating and maintaining a current medication list for each patient updating the progress note with prescription information as necessary and verification of medications?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
119	6.1 Does your system provide the ability to perform medication/immunization reconciliation?	y	1	☑	
120	6.1 Does your system allow provider to document the effectiveness or ineffectiveness of the medication?	y	1	☑	
121	6.1 Does your system store refill and repeat prescription information?	y	1	☑	
122	6.1 Does your product allow for the storage of prescription data for retrieval by any of the following?	y	1	☑	
123	6.1 Drug name	y	1	☑	
124	6.1 Drug Code Number (NDC)	y	1	☑	
125	6.1 Dosage prescribed	y	1	☑	
126	6.1 User defined criteria such as route, time, etc	y	1	☑	
127	6.1 Does your product provide drug contraindications?	y	3	☑	

Line #			Resp.	Cap.	Comp.	Commen
128	6.1	Does your product provide an active problem list?	y	1	☑	
129	6.1	Does your product check that appropriate lab monitoring or other pre-administering conditions are met?	y	2	☑	
130	6.1	Does the system maintain a history of all prescribed medications including those prescribed elsewhere and/or by outside physicians, over the counter medications, supplements, alternative or herbal remedies as reported by the patient? Does the history segment contain space for appropriate comments?	y	1	☑	
131	6.1	Is your electronic order entry of scheduled medications certified by Drug Enforcement Administration's 2010 interim final rule on Electronic Prescription of controlled substances?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
132	6.1	Is your system capable of providing the ability of submitting electronic data to immunization registries or immunization system in accordance with applicable law and practice?	y	2	☑	
133	6.2	Does your product meets Center for Medicare and Medicaid (CMS's) e-prescribing criteria?	y	2	☑	
134	6.2	Does your product support generally accepted interface for pharmacy transactions like RXHUB, Sure-Script etc?	y	2	☑	
135	6.2	Does your product support drug interaction results?	y	3	☑	
136	6.2	Does your product support unscheduled & scheduled medication administration in a Jail setting?	y	1	☑	
137	6.2	Does your product allow printing patient prescriptions?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
138	6.2	Does your product support ordering of STAT and Stock meds?	y	1	☑	
139	6.2	Does your system require The medical director's (or designee) approval prior to ordering non-formulary drugs? If yes, answer the following	y	1	☑	
140	6.2	Does your product alert The medical director (or designee) when a non-formulary medication is ordered by any provider with a reason?	y	1	☑	
141	6.2	Does your product support clinic specific orders under defined nursing assessment protocols (NAP)?	y	1	☑	
142	6.2	Does your product provide for the ability to create and print patient education sheets for medication, disease states, preventative care and procedures?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
143	7	Does your product allow clinicians to view patient information such as laboratory test results, vital signs, growth parameters, etc., online?	y	2	☑	
144	7.1	Does your system allow for patient information to be viewed for selected date ranges?	y	1	☑	
145	7.2	Can the available patient data be compared with standard values online?	y	1	☑	
146	8	Does your system provide for the ability to enable the origination, documentation and tracking of referrals between care providers and/or healthcare organizations including both clinical and administrative detail regarding the referral?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
147	8.1 Does your product provide multiple referral paths including hospital and on-site referrals such as medical, mental health, dental, radiology and other medical specialties as well as for outpatient ancillary services?	y	1	☑	
148	8.2 Does your product have the ability to check the status of referrals online?	y	1	☑	
149	8.3 Does your product support information exchange between health care providers acceptance, denial, re-scheduling and health information?	y	1	☑	
150	8.4 Does your system provide the ability to evaluate referrals within the context of the patient's clinical data?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
151	8.5	Does your system provide the ability of providing a summary of care record for each referral when a patient is referred to another provider?	y	2	☑	
152	8.6	Does your product capture the type of referral with a medical or mental health justification?	y	1	☑	
153	8.7	Does your product capture the referral date and time?	y	1	☑	
154	8.8	Does your system capture the name of the referring provider at the time of referral?	y	1	☑	
155	8.9	Does your system capture the name of the provider to whom the patient is referred?	y	1	☑	
156	8.1	Does your system capture payer information?	y	1	☑	
157	8.1	Does your system keep a track of consultations and referrals?	y	1	☑	

Line #				Resp.	Cap.	Comp.	Commen
158		8.1	Does your system provide a mechanism to capture, review, track (assign a number), and print a specific consultation report?	y	1	☑	
159	9	Does your product support standard Continuity of Care Records (CCR) imports and exports?		y	2	☑	
160		9.1	Does your product integrate notes, images, test results and related information from other sources via integrations or interfaces? If yes, specify interfaces	y	2	☑	
161		9.2	Does your system support Continuity of Care Document as the harmonized format for the clinical information including patient demographics, medications and allergies?	y	2	☑	
162		9.2	Is the Continuity of Care Document transmission HL7 Compliant?	y	2	☑	

Line #					Resp.	Cap.	Comp.	Commen
163				9.2 Does the CCD include race data of the patient?	y	2	☑	
164				9.2 Does the CCD include ethnic group data?	y	2	☑	
165				9.2 Does the CCD include housing and work status?	y	2	☑	
166	10	Does EHR support document management including the ability to scan, store and index images and information?			y	1	☑	
167			10. Does your system support the abovementioned documents as a part of CCR?		y	2	☑	
168			10. Does your product support a national standard for viewing images and digital films such as DICOM?		y	2	☑	
169			10. Does your product support the use of scanned documents in workflow?		y	1	☑	
170	11	Does your product support integrated Rules-based appointments?			y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
171	11. Does your product support patient appointments?	y	1	☑	
172	11. Does your product support scheduling of resources such as exam room, equipment, etc?	y	2	☑	
173	11. Does your product block double bookings of schedules?	y	2	☑	
174	11. Does your product allow patients in jail to submit a health needs request? If yes, specify	y	3	☑	
175	11. Does your product support patient and provider-specific schedules to be viewed?	y	2	☑	
176	11. Specify standard reports which can be obtained based upon the scheduling module of the system.	y	1	☑	Active appointments bytype, priorirty and length of wait time.
177	11. Does your product specify program, location and type of appointment?	y	2	☑	

Line #				Resp.	Cap.	Comp.	Commen
178		11. Does your product provide reminders for follow up appointments, possibly via reports/queues?		y	2	☑	
179	12 Does your product have the ability to request, verify and track health plan eligibility? If yes, answer the questions below			y	2	☑	270/271 EDI interface
180		12. Does your product support eligibility, coverage queries and verification of third party health plans?		y	2	☑	270/271 Edi interfaces
181		12. Does your product support online eligibility and coverage queries through Arizona Health Care Cost Containment System (AHCCCS)? If yes, answer the following		y	2	☑	
182			12. How does your product handle AHCCCS eligibility checking for AHCCCS providers and non providers?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
183		12. Does your product have the ability to check eligibility and benefits information through AHCCCS Medicaid?	y	2	☑	
184		12. Correctional Health Services (CHS) has created its own eligibility and coverage check web-based system which allows external providers to bill CHS through AHCCCS TPA. Can your product support the existing system?	y	2	☑	
185		12. Does your product support online eligibility checking with other eligibility clearing house providers?	y	2	☑	
186		12. Does your system handles prior authorizations via API, OBDC, SQL servers?	y	2	☑	
187	13 Does your product capture and route messages on the basis of user-defined rules and policies?		y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
188		13. Does your product automatically document phone consultations?	y	2	☑	
189		13. Does your product automatically document telemedicine consultations?	y	2	☑	
190		13. Does your product automatically document other items or messages? If yes, specify	n		☑	
191		13. Does your product support interfaces with electronic messaging systems such as MS Outlook, e-faxing etc?	y	1	☑	MS Outlook
192	14 Does your product allow the user to update and view patient records via remote access?		y	1	☑	
193		14. Does your product support hand-held remote access devices? If yes, answer the following	y	2	☑	

Line #				Resp.	Cap.	Comp.	Commen
194			14. Does your product support blackberry phones? If not, specify other brands and which your product supports?	y	2	☑	
195			14. Does your product comply with HIPAA's remote access privacy and security requirements?	y	2	☑	
196			14. Does your product support remote wireless and web access?	y	1	☑	
197	15	Does your product provide user-customizable alert screens and messages enabling the capture of alert details?		y	2	☑	
198			15. Does your system use text to describe alerts and does it show the date and time of the alert?	y	2	☑	Only select users
199			15. Does your product allow user to print the alert on demand?	y	1	☑	
200			15. Does your product provide abnormal and panic value alert?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
201		15. Does your product provide the ability to forward the alert to specific provider or other authorized users via secure electronic email or by other secure electronic means?	y	2	☑	
202		15. Does your product track responses to the alerts?	y	1	☑	
203		15. Does your product provide name alerts if two patients have same name at same location, house, pod, clinic etc?	y	2	☑	
204		15. Does your system allow for the addition, deletion or modification of rules and alerts?	y	2	☑	
205		15. Does your product shows relevant reminders when patient's chart is opened?	y	1	☑	
206	16	Does your product provide an industry-recognized clinical decision support system?	y	3	☑	

Line #		Resp.	Cap.	Comp.	Commen
207	16. Does your product's clinical decision support system include national clinical data standards LIONC, SNOMED, CPT, ICD9, etc?	y	3	☑	
208	16. Does your product offer prompts to support the adherence to care plans, guidelines and protocols at the point of information capture and is it capable of tracking compliance to such care plans, guidelines and rules?	y	1	☑	
209	16. Does your system identify trends that may lead to significant problems and provide prompts for consideration?	y	2	☑	
210	16. Does your product support medical research and literature databases like MEDLINE, JAMA and others without logging out of the system?	y	3	☑	

Line #		Resp.	Cap.	Comp.	Commen
211	16. Does your system use all sections of the patient's health data/ chart to provide decision support to the providers?	y	3	☑	
212	16. Does your system automatically trigger an alert based upon the documentation of a diagnoses or event that requires reporting to outside agencies or public health authorities, including Center for Disease Control and Prevention (CDC), State Health and Mental Hygiene Department and State Cancer registries?	y	2	☑	
213	16. Does your product trigger an alert based upon the documentation of patient health data for a member of an existing medical registry or disease management program?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
214		16. Does your product provide evidence-based medicine content for decision support tools? If yes, specify	y	3	☑	
215		16. Does your product provide real-time decision support to the provider at the time of order entry and at the point of clinical documentation?	y	3	☑	
216		16. Does your product use other customer's input to update the decision support system?	y	3	☑	
217		16. Does your product provide the ability to analyze the quality of care and resource utilization?	y	2	☑	
218	17	Does your system provide standard reports based on safety and efficiency measures? If yes, please specify all standard reports	y	2	☑	We would assess the needs of Maricopa to define standard reports based on safety and efficieny measures.

Line #		Resp.	Cap.	Comp.	Commen
219	17. Does your product provide the ability to generate lists of patients by specific conditions to be used for quality improvement, reduction in disparities and research?	y	1	☑	
220	17. Does your product provide the ability for authorized users to develop volume statistics reports on user determined data fields?	y	1	☑	
221	17. Does your system provide the ability to produce population-based reports?	y	1	☑	
222	17. Does your product provide the ability to generate reports for all patients who are referred to outside hospitals and emergency care facilities including total number of visits, total number of hospital discharge and admissions, total hospital days, average length of stay and total ER visits?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
223	17. Does your product provide reports for all of the appointments made including kept, rescheduled (with reason), cancelled, refused, etc?	y	1	☑	
224	17. Does your product provide the ability to generate a date-range specific report for all of the health needs requests made by patients and actions taken to address the problem including response given within 24 hours and those not responded to (with a reason)?	y	1	☑	
225	17. Does your product generate the X-ray data report with patient name, total patients, procedure and exposure?	y	2	☑	
226	17. Does your product provide the ability to track the status of x-ray appointments which includes unknown, cancelled, kept, released and refused?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
227	17. Does your product provide the ability to generate a report on all the health need requests made by patients by name, care provided within 24 hours, or not with reason, and type of request which includes medical, dental and mental health?	y	1	☑	
228	17. Does your product provide the ability to capture all the adverse events and generate an "occurrence report," including reasons such as accidental injury, behavior, disruption of service, medication, non-medication, service not provided, non patient related as well as the outcome of the event and the action taken?	y	2	☑	
229	17. Does your system support Physician Quality Reporting Initiative (CMS-PQRI) reports?	n		☑	

Line #		Resp.	Cap.	Comp.	Commen
230	17. Does your system have the ability to provide Healthcare Effectiveness Data and Information Set (HEDIS) reports?	n		☑	
231	17. Does your system provide the ability to deliver a predetermined set of reports or data to authorized entities?	y	1	☑	
232	17. Does your system use a report writing tool? If yes, specify	y	2	☑	proprietary
233	17. Does your product allow for manual reports to be generated on a schedule basis?	y	2	☑	
234	17. Does your product allow reports to be generated in a scheduled environment for automatic transmission?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
235	17. Does your product have the ability to provide a list of all new arrivals for the past three months, stating date and time of arrival, date and time of performance of intake screening, and date and time of the initial health assessment?	y	1	☑	
236	17. For the past 30 days, the interval between logging a patient's health needs request and the actual performance of the visit, along with figures disclosing how many health needs requests did not result in a visit and for what reason. For visits which did not take place, the need was not resolved due to the patient being rescheduled or released from jail.	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
237	17. For past 3 months, the interval between consultation request and consultation performance, along with information regarding whether or not the consultation report was received and whether it was initiated by the institutional physician.	y	2	☑	
238	17. Does your product provide the ability to list all chronic care patients sorted by chronic disease, plus a list of patients with two, three or more chronic conditions, listing all conditions?	y	2	☑	
239	17. Does your product provide the ability to generate a report on all chronic care patients, the dates for chronic clinic visits in the past year, noting whether or not these visits took place at a predetermined time interval?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
240	17. Does your product provide a list of all patients showing the date the most recent PPD test, whether or not the test was performed at the predetermined interval and results of the PPD reading in mm.	y	1	☑	
241	17. Does your system provide a list of all inmates showing the date of performance of the last annual physical or the date it should have been performed but missed?	y	1	☑	
242	17. Does your product provide a list of all patients for whom the provider ordered blood tests during the past 30 days, showing the test as completed, missed or postponed for any reason?	y	2	☑	
243	17. Does your product provide a list of patients with HbA1c of 10% or higher, hemoglobin under 10 grams, TSH of zero, high HIV viral loads, high bilirubin, etc	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
244	17. Does your product provide a list of patients who had chest X-Ray in the past three months, with a comment as to whether or not the film had been performed and whether it was termed as abnormal by the radiologist?	y	2	☑	
245	17. Does your product provide a list of patients who filed a grievance about medical issues in the past three months, along with information on whether the grievance had been responded to within institutional time lines and whether it had been denied or granted to the patient at the provider, supervisor or institutional level?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
246	17. Does your product provide a list of Patient names within the past 30 days who became due for screening tests such as mammograms, pap smears, hem occult testing along with an explanation as to whether or not the screening test was performed on time and whether the results were positive or negative?	y	2	☑	
247	17. Does your product provide a list of inmates who had Dental service and who need the annual oral exam?	y	1	☑	
248	17. Does your product provide a list of inmates who had cancer before and can provide all historical appointments relate to cancer treatment	y	2	☑	
249	17. Does your product provide a list of inmates who had any encounter service (either medical, nurse, psych … etc)	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
250		17. Does your product provide a list of inmates who were in the hospital and provide tool for utilization management (include admit to hospital, diagnosis, ER run)	y	1	☑	
251		17. Does your product provide a list of inmates who had admitted to MHU and provide a daily list for Mental Health staff	y	1	☑	
252		17. Does your product provide a list of inmates who had admitted to Infirmary and provide a daily list for Infirmary staff	y	1	☑	
253		17. Does your product provide any dashboard reporting tool	y	1	☑	
254	18 Does your product provide a provider dashboard to assist following activities?		y	1	☑	
255		18. Does your product provide a task list to assist user/clinical staff in tracking and managing daily activities?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
256		18. Does your product provide a customized task list to assist user to manage unscheduled tasks and clinical events?	y	1	☑	
257		18. Does your product provide support for managing and tracking communications?	y	2	☑	
258		18. Does your product provide any queue for providers to track and manage priorities?	y	1	☑	
259		18. Does your product provide any work flow management tools? If yes, specify methodology.	y	2	☑	
260	19	Does your product protect electronic health information created or maintained by the certified EHR technology through the implementation of appropriate technical capabilities (based on a risk analysis per 45 CFR 164.308 (a) (1))?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
261	19. Does your product uses biosensor technology for logon?	n		☑	
262	19. Does your product system control access to and within the system at multiple levels (e.g. per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard?	y	1	☑	
263	19. Does your product uses industry standard electronic signatures?	y	1	☑	
264	19. Does your product provide automatic analysis of audit trails and unauthorized access attempts?	y	1	☑	
265	19. Does your product incorporate audit trails of each access to specific data?	y	1	☑	

Line #					Resp.	Cap.	Comp.	Commen
266				19. Does your product incorporate an audit trail for all system transactions including look-ups of patient data?	y	1	☑	
267	20	Does your product support e-Discovery capabilities for holds on patient?			y	2	☑	
268			20. Does your product support tracking of holds once a hold notification has been received?		y	2	☑	
269			20. Does your system have sequestering capability? If yes, answer the following:		y	1	☑	
270				20. Does your product support sequestering of external data?	y	2	☑	
271	21	Does your product provide the ability to collect comprehensive mental health diagnostic Information?			y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
272	21. Does your system support Diagnostic and Statistical Manual of Mental Disorders (DSM, version IV-TR) for classification of mental disorders? If yes, answer the following	y	2	☑	
273	21. Does your system provide DSM diagnostic code table i.e. Axis I, II, III, IV and V?	y	1	☑	
274	21. Does your system check and update older Axis Codes and Version on old mental health records of a revisiting patient?	y	3	☑	
275	21. Does your product support Global Assessment of Functioning (GAF)?	y	2	☑	
276	21. Does your product support evidence-based recommendations for the assessment and treatment of psychiatric disorders provided by APA (American Psychiatric Association)?	y	2	☑	

Line #					Resp.	Cap.	Comp.	Commen
277			21. Does your product support Court Order Treatments (COT)? If yes, answer the following		y	2	☑	
278				21. Does you product keep track of patient's COT start date?	y	2	☑	
279				21. Does your product provide the ability to update the court in the event of patient refusing meds?	y	2	☑	
280	22	Does your system creates and maintain patient specific problem lists?			y	1	☑	
281			22. Does your system provide a problem status of each problem shown (active / inactive)?		y	1	☑	
282			22. Does your system organize applicable patient date into a comprehensive problem summary list?		y	2	☑	
283			22. Does your product use SNOMED CT standard vocabulary for the description of the problem?		y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
284		22. Does your product allow clinicians to identify and record new patient problems as well as the current status of existing problems?	y	1	☑	
285		22. Does your product expand the problem list summary when required?	y	2	☑	
286		22. Does your product automatically update the problem list from relevant data captured in progress note with appropriate user confirmation?	y	1	☑	
287		22. Does your product capture the diagnosis, severity of illness and problem identification date?	y	2	☑	
288	23	Does your product support industry recognized interfaces and messaging standards? If yes, please answer the following	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
289	23. Does your product support Clinical Context Object Workgroup (CCOW)?	y	2	☑	
290	23. Does your product support Digital Imaging and Communications in Medicine (DICOM)?	y	3	☑	
291	23. Does your product support HL7 Messaging standards? If yes, Please specify is it V2, V3 or both?	y	1	☑	V2
292	23. Does your product support Accredited Standard Committee (ASC) X12 file format?	y	1	☑	
293	23. Does your product support Extensible Markup Language (XML) file format?	y	1	☑	
294	23. Does your product exchange data reliably and securely with outside entities? If yes, please fill the Attachment "E" with the following types of interfaces	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
295	23. Does your system interface with laboratory systems such as ELINCS? Details in Attachment E	y	2	☑	
296	23. Does your product interface with laboratory service providers? Details in Attachment E	y	2	☑	
297	23. Does your product interface with radiology systems? Details in Attachment E	y	2	☑	
298	23. Does your system interface with radiology service providers? Details in Attachment E	y	2	☑	
299	23. Does your system interface with pharmacy benefit management systems? Details in Attachment E	y	2	☑	
300	23. Does your product interface with other EMRs in the market?	n		☑	
301	23. Does your product interface with mental health provider databases like "Magellan" and RHBA centers?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
302		23. Does your system interface with Offender Management Systems? Details in Attachment E	y	2	☑	
303		23. Does your system interface with other Electronic Medication Administration Systems (E-MAR)?	y	2	☑	
304		23. Does your system interface with any biometric scanning system such as facial recognition, finger print reader or iris scanner? Which one does your product use?	n		☑	
305		23. Does your system support Graphic User Interface and hand held applications?	y	2	☑	
306	24	Does your system support a variety of different input methods such as voice recognition, touch screen, light pen, mouse, keyboard, etc?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
307	25	Is your product available to all authorized users at least 99.5% of the time?	y	1	☑	
308		25. Does your product support instantaneous response (query) times of 1.o to 2.0 seconds 80% of the time?	y	1	☑	
309		25. Does your product support and implement system redundancy/fault tolerance for 100% availability?	y	1	☑	
310		25. Does your system alerts users of each other's presence in the same record?	y	2	☑	
311		25. Does your product support response times (regular navigation) of 0.5 to 1.0 seconds 90% of the time?	y	1	☑	
312	26	Does your product support automatic transition of codes to clinical data?	y	2	☑	
313		26. Does your product support automatic transition of codes to clinical data?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
314	26. Does your product support HIPAA standards for electronic transactions?	y	2	☑	
315	26. Does your product use SNOMED CT (Systemized Nomenclature of Medicine - Clinical Terms) as the integrated standard nomenclature of clinical terms?	y	1	☑	
316	26. Does your system support ICD-9-CM and CPT 4 and 5?	y	2	☑	
317	26. Will your product supportICD-10 by 10/1/2013 (as per CMS guidelines)?	y	2	☑	
318	26. Does your product support Logical Observation Identifiers Names and Codes (LIONC) for laboratory and other clinical observations?	y	2	☑	
319	26. Does your product support Ambulatory Payment Classification system?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
320	27	Is your product certified by Certification Commission for Health Information Technology?	y	2	☑	
321	28	Does your system support remote monitoring technology?	y	2	☑	
322	29	Does your product identify and maintain a single patient record for each patient?	y	1	☑	
323		29. Does your system support Continuity of Care Document as the harmonized format for the clinical information including patient demographics, medications and allergies?	y	2	☑	
324		29. Does your product support a user verifiable record merge function?	y	1	☑	
325		29. Does your system capture and maintain patient specific demographic information which is clinically relevant?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
326	29. Does your system collect race data with different ethnic groups specified by IOM?	y	1	☑	
327	29. Does your system capture current housing locations with dates?	y	1	☑	
328	29. Does your system capture patient's permanent and temporary address?	y	2	☑	
329	29. Does you system capture both the patient’s spoken and written language?	y	2	☑	
330	29. Does your product trigger any action if a translator is needed for patient care?	y	2	☑	
331	29. Does your product provide the ability for user to notify external providers to provide patient's medical history or data?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
332	29. Does your product include a combination of system default, provider customizable, and provider-defined and reusable templates for data capture?	y	2	☑	
333	29. Does your product obtain test results from laboratory, radiology / imaging, or other equipment or technology related procedures and other clinical documents and notes via standard HL7 interface?	y	1	☑	
334	29. Does your product capture and monitor patient health risk factors in a standard format?	y	2	☑	
335	29. Does your system provide the ability to update other portions of the record with captured vital signs data?	y	1	☑	
336	29. Does your system collect vital signs? At minimum can the system collects:	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
337		29. Height?	y	1	☑	
338		29. Weight?	y	1	☑	
339		29. Pulse?	y	1	☑	
340		29. Respiratory Rate?	y	1	☑	
341		29. Blood Pressure (including multiples)?	y	1	☑	
342		29. Oximetry (with F29O2 identifier)?	y	1	☑	
343		29. BMI (calculated)?	y	1	☑	
344		29. Visual Acuity (corrected/uncorrected)?	y	1	☑	
345		29. Last Menstrual Period?	y	1	☑	
346	29. Does your product have the capability to import/create, review, update, and amend health data (objective and subjective) regarding the patient's current health status, including (as applicable):		y	1	☑	
347		29. Major problems?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
348		29. Symptoms?	y	1	☑	
349		29. Injury mechanism?	y	1	☑	
350		29. Physical examination findings?	y	1	☑	
351		29. Mental health examination findings?	y	1	☑	
352	29. Does your product provide a flexible mechanism for retrieval of encounter information that can be organized in variety of 'views'? Example: Patient name, date of birth, encounter date, chart number, diagnosis, etc?		y	1	☑	
353	29. Does your product ensure dynamic documentation during the encounter complying with all standard coding rules?		y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
354		29. Does your product automatically identifies all high-risk patients and notify clinical staff for preventive care?	y	1	☑	
355	30	Does your product provide administrative tools to build care plans and guidelines for use during patient care and planning?	y	2	☑	
356		30. Does your product provide a summary of care record for each transition of care or referral?	y	2	☑	
357		30. Does your product identify and present the relevant care plans, guidelines and protocols for the management of patient specific conditions?	y	2	☑	
358		30. Does your product identify and present the relevant care plans, guidelines and protocols for the management of a chronic care conditions?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
359	30. Does your product provide the ability to create, review, and modify long/short term goals and objectives that will be accompanied by the care plan?	y	2	☑	
360	30. Does your product automatically record the final documentation, patient specific instructions related to both pre and post-procedural care?	y	2	☑	
361	30. Does your product check to ensure the correct patient Identified?	y	3	☑	
362	30. Does your product check to ensure the correct procedure performed?	y	2	☑	
363	30. Does your product check to ensure the procedure and risks were explained?	y	2	☑	
364	30. Does your product check to ensure the correct side and correct site was confirmed?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
365		30. Does your product check to ensure the proper informed consent was obtained?	y	2	☑	
366		30. Does your product provide the ability to track, review and amend Information regarding provider's explanation and that the patient or patient representative understands the recommended procedure and/or alternative care plan options?	y	1	☑	
367	31 Does your product support standardized patient identification?		y	2	☑	
368		31. Does your product provide the ability to assign a unique medical record number to all of the patients (after the booking number is generated)?	y	1	☑	
369		31. Does your product support patient search through a variety of different fields?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
370	31. Does your system use rule or algorithm-based logic in assigning a medical record number?	y	1	☑	
371	31. Does your product check for duplicate records before assigning a medical record number to new patients?	y	1	☑	
372	31. Does your product use or support any biometric scan for patient identification?	n		☑	
373	31. Does your product provide patient's location with facility name, level, house pod, cell and bed?	y	1	☑	
374	31. Does your product allow adding a picture of the patient for identification and diagnostic purposes?	y	1	☑	
375	31. Does your product allow the authorized users to update pictures of patients in case of necessity?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
376		31. Does your product keep a real-time track of patient transfers (one facility to another)?	y	1	☑	
377	32 Does your product provide the ability to perform intake screening? If yes, answer the following questions		y	1	☑	
378		32. Does you product's intake screening questionnaire include medical questions?	y	1	☑	
379		32. Does your product's intake screening questionnaire include mental health questions?	y	1	☑	
380		32. Does your product use any logic mechanism to speed up the screening process?	y	1	☑	
381		32. Does your product's intake screening module provide user "special attention queues" such as suicide queues, current medications?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
382		32. Does your product allow authorized users to make changes in screening questions?	y	2	☑	
383		32. Does your product have the ability to integrate with an existing intake screening application?	y	2	☑	
384		32. Does your product provide ability to trigger relevant actions based on the intake screening answers?	y	1	☑	
385		32. Does your product trigger admission to infirmary or mental health unit on the basis of pre-screening answers?	y	1	☑	
386	33 Does your product provide the ability to formally admit patients to specialty care units such as the Infirmary or the Mental Health Unit?		y	1	☑	
387		33. Does your product provide ability to notify patient transfer request to sheriff's office automatically (via email or fax)?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
388	33. Does your product provide ability to capture patient's insurance/financial status?	y	1	☑	
389	33. Does your product support the ability to check the patient's eligibility and coverage online through AHCCCS at the time of admission?	y	2	☑	
390	33. If the patient is readmitted, does your product trigger alert for old records?	y	1	☑	
391	33. Does your system provide ability to store, capture and modify discharge information?	y	1	☑	
392	33. Does your product generate an automated discharge summary and cancel all orders, appointments, medications and notify appropriate departments when patient is released from custody.	y	1	☑	

Line #				Resp.	Cap.	Comp.	Commen
393			33. Does your product generate a patient education and acknowledgement sheet, when the patient is released from infirmary?	y	2	☑	
394	34	Does Vendor maintain education material for patients?		y	2	☑	
395			34. Does your product provide the ability for a patient or responsible party (e.g. parent, guardian) to sign consent electronically?	y	1	☑	
396			34. Does your product provide the ability of providing printed or electronic patient-specific education materials or resources to the patient on demand or automatically at the end of the encounter?	y	2	☑	

Line #			Resp.	Cap.	Comp.	Commen
397		34. Does your product provide the ability to develop patient instructions in English and in the patient's preferred language for a broad range of treatments and services delivered by providers, such as care of wound, diet guidelines, oral health, behavioral health, etc.	y	2	☑	
398	35	Does your product support remote system monitoring technology such as Telemedicine?	y	3	☑	
399		35. Does your system incorporate extensive, secure telecommunications capabilities that link staff and clinicians from remote locations to the central site?	y	1	☑	
400		35. Does your product use any dictation interface?	y	3	☑	

Line #			Resp.	Cap.	Comp.	Commen
401		35. Does your product have the ability to record telemedicine consultations and incorporate with patient specific chart in a text format?	y	3	☑	
402	36	Does your product Include and maintain evidence-based Clinical Practice Guidelines (CPGs) published and maintained by nationally recognized authoritative sources (e.g. U.S. Preventive Services Task Force (USPSTF) or others). If yes, answer the following:	y	3	☑	
403		36. Does your product include CPGs for Asthma?	y	1	☑	
404		36. Does your product include CPGs for Depression?	y	2	☑	
405		36. Does your product include CPGs for Diabetes?	y	1	☑	
406		36. Does your product include CPGs for HIV/AIDS?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
407	36. Does your product include CPGs for COPD?	y	1	☑	
408	36. Does your product include CPGs for Coronary Artery Disease?	y	1	☑	
409	36. Does your product include CPGs for Cervical Cancer?	y	2	☑	
410	36. Does your product include CPGs for Breast Cancer?	y	2	☑	
411	36. Does your product include CPGs for Hyperlipidemia?	y	2	☑	
412	36. Does your product include CPGs for Hypertension?	y	1	☑	
413	36. Does your product allow initial authoring and revising of CPGs?	y	2	☑	
414	36. Does your product allow linkages from CPG to other modules such as CDS (clinical decision support)?	y	2	☑	
415	36. Does your product's CPG module support drop down menus and check boxes to speed up data entry?	y	1	☑	

Line #			Resp.	Cap.	Comp.	Commen
416		36. Does your product allow providers and other authorized users to override any or all parts of the guidelines?	y	1	☑	
417	37	Does your product meets Resource Bases Relative Value Scale (RBRVS) and Evaluation and Management (E&M) documentation and coding guidelines?	n		☑	
418		37. Does your product provide a bidirectional interface for a variety of information systems such as practice management, laboratory, state immunization registry, etc?	y	2	☑	
419		37. Does your product provide support to the provider on E & M coding based on documentation from the current visit?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
420	37. Does your product have the capability to perform automatic cost analysis for courses of drug/medication treatments?	y	2	☑	
421	37. Does your product have the capability to produce population-based reports or studies based on flexible, end user modifiable criteria?	y	1	☑	
422	37. Does your product provide the ability to display cost of items when ordered?	y	2	☑	
423	37. Does your product provide the ability for no-charge items such as test reruns, Rx refill due to lab/radiology/pharmacy error?	y	2	☑	
424	37. Does your product provide the ability to send or receive health claims electronically via online, real time submission of claims?	y	1	☑	

Line #		Resp.	Cap.	Comp.	Commen
425	37. Does your product provide the ability to perform Cost of Benefits electronically?	y	2	☑	
426	37. Does your product provide an ability to create a detailed statement, Explanation of Benefits for specified periods of time for interested parties including Attorneys?	y	2	☑	
427	37. Does your product provide an ability to interface with third-party billing systems? Please list compatible ones	y	1	☑	Mckesson
428	37. Does your product provide ability to automatically capture charges on services provided?	y	2	☑	
429	37. Does your product provide AHCCCS secondary payer requirements with mandatory completion status of every Medicare registration?	y	2	☑	

Line #		Resp.	Cap.	Comp.	Commen
430	37. Does your product provide ability to send or receive payment or remittance advice electronically and post payments with in 24 hours?	y	2	☑	
431	37. Does your product provide ability for accounts receivable to post payments, adjustments, and refunds based on each patient's insurance contract?	y	2	☑	
432	37. Does your product provide ability to select claims for payments that meet user defined criteria?	y	2	☑	

Exhibit D; Contract 10135-RFP			
GAP ANALYSIS QUESTION SUGGESTIONS	Must have	Nice to have	Comments
Question Set 1: Medication Related Requirements			
ADMINISTRATION			
Does your product display routine meds separately from PRN meds?	X		Yes
Does your product automatically calculate both the start and stop dates on the MAR?	X		Yes
Does your product have a fail-safe mechanism to prevent double-dosing of medications when medications are administered in an off-line mode?	X		Yes - Missed Med report
Does your product require the nurse to reconcile the med pass prior to leaving a housing location to ensure there are no missed doses of medication?	X		Yes - Missed Med report
Does your product support the production of a med pass prep list in the event electronic systems were down?	X		Yes
If so, when the medications are reentered in to the electronic system, please describe how the date and time of medication administration would be recorded.	X		Yes
Is your product able to notify the clinical staff of a list of patients who have missed medication within the first 24 hours after booking?	X		Yes
Does your product support a mechanism for nurses to document wasted medications for both controlled and non-controlled medication?	X		Yes
ADMINISTRATION CODES			
Does your product allow for customization of medication administration reason codes i.e. given, refused, held, no show?	X		Yes
If administration codes are customizable, is there a mechanism to document why a medication was refused or why a medication was held?	X		Yes
ADMINISTRATION SPECIAL			
Does your product support patient-specific special administration instructions to the nurse for each med pass, i.e. watch for checking, crush all meds?	X		Yes
Does your product alert the nurse of medical parameters to be met prior to administration, i.e. blood sugar, blood pressure, pulse?	X		Yes
If medical parameters for medication administration can be set, does your product prevent the nurse from documenting the medication as being given until the medical parameter is entered and meets requirements?	X		Yes
Does your product allow for medication administration documentation prior to the assignment of a unique identifier **at preintake prior to booking?**	X		Yes
Does your product allow medications to be flagged as Competency Is Medication Dependent (CIMD)? If yes, is this flag present and visible to any user?	X		Yes
Does your product automatically flag medications that can cause heat sensitivity?	X		Yes
Does your product support a single click to document 'education provided' for medications causing heat sensitivity? If yes, is this flag present and visible during each med pass and also to any clinical user during routine medical care?	X		Yes
ADMINISTRATION TIMES			
Does your product document the actual time of medication administration?	X		Yes
Does your product allow for multiple clinic-specific med pass times?	X		Yes
If multiple clinic-specific med pass times are supported, does your product ensure medication administration times are adjusted when the patient is transferred to a different housing unit?	X		Yes
Does your product allow for distinct medication administration times different from routine med pass i.e. insulin administration?	X		Yes
ALLERGIES			
Are patient allergies obviously listed in red on ALL pages?	X		Yes
CONTROLLED SUBSTANCES			
Does your product apply the correct controlled substance ordering restrictions for physician assistant and/or a nurse practitioner?	X		yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
When Schedule II medications are ordered, does your product automatically print a hard-copy prescription for provider signature?	X		Yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
Does your product assist nursing staff with the shift-to-shift reconciliation count of controlled substances?	X		Yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
Does your product manage the documentation the destruction of controlled substances?	X		yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
Does your system support the maintenance of controlled substance stock medication inventory?	X		yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
Does your product require the provider to electronically validate the order of controlled substance stock medication?	X		yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
Does your system support a mechanism for a provider and a nurse to authorize the order of Schedule II stock medication?	X		yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
Does your product manage the verification of the delivery of controlled stock meds to clinic?	X		yes * Have met the needs of the Ohio Board of Pharmacy. Will have to program to meet the needs of of Arizona Board of Pharmacy
EMERGENCY ORDERING			
Does a process exist to manage an order for an emergency medication that is not kept in stock?	X		yes
Does your product allow medications to be filled from a backup pharmacy 24/7?	X		yes
ORDERING			
Does your product allow the provider to enter required medical parameters when ordering medication?	X		yes
Does your product limit the duration of a medication order?	X		yes
Does your product have the ability to add the Patient Identification Number to printed prescriptions **for both narcotic and non-narcotic medications?**	X		yes
Does your system support the nurse taking telephone orders?	X		yes
If yes, describe the provider review/approval (co-sign) process	X		yes
Does your product support CPOE meds ordered to be given sequentially i.e. give weekly, monthly, every 3 months?	X		yes
Does your product support clinic-specific provider verification of a verbal order rather than verification by the ordering provider who may be located at another clinic?	X		yes
Upon attestation of a medication order, does your product allow for the creation of a medication adjustment note to indicate the reason for the medication change?	X		yes
ORDER EDITING			

Does your product allow for the nurse to edit a prescription from KOP to DOT status?	X		yes
Does your product allow for the provider to discontinue the prescription and reorder?	X		yes
If yes, does your product automatically record the date, time and user entering the correction?	X		yes
ORDER NOTATION			
Does your product support a process exist for a nurse to "note" an order?			yes
PATIENT INSTRUCTION			
For KOP medication, does your product require the pharmacy to produce patient direction labels in either English or in the patient's native language?	X		Yes - Medispan
Does your product support printed patient instructions in both English and in other languages? If yes, which languages?	X		Spanish
PATIENT IDENTIFICATION			
Does your product create safety measures to ensure accurate patient identification through the use of two or more parameters? i.e. biosean, photo, unique identifier, name, dob	X		yes , photo, name, DOB, and unique identifier
Does your product block medication administration documentation if the patient cannot be properly identified?	X		yes
Does your product block general medical documentation if the patient cannot be properly identified?	X		yes
Does your product require CHS to complete an internal Patient Identification Number (PID) clean up process before go-live?	X		We will use the CHS assigned identification number (PID) to store electronic records. *TechCare* provides the ability to merge and move records from within the system to the appropriate patient, and also provides the ability logically identify patients based on date of birth, name , ss# and any other customly defined criteria to help manage duplicate charts.
PATIENT LOCATION			
Does your product track patient location in real time?	X		yes
Does your product log patient releases and housing moves to enable the nurse to remove meds from carts for redeployment?	X		yes
Does your product support the identification of patients at Intake and in various holding areas when there is no bed assignment?	X		yes
Does your product support sorting patients by top tier within a housing unit?	X		yes
PROTOCOLS			
If your system supports ~~NAP~~ **Nursing Assessment Protocol and Emergency Response Orders for** administration of medication, is there a process for provider review and approval.	X		yes
Does your product allow for customized provider protocol orders such as for Librium, steroid tapers, emergency meds?	X		yes
QUEUES/NOTIFICATIONS			
Does your product provide provider medication queues for new orders, reorder, refill or approval?	X		yes
Does your system support the review and authorization process of a medication ordered by a provider who does not normally care for the patient?	X		yes
Does your product support a mechanism for a provider to review, approve, revise or decline before the medication order is filled by the pharmacy?	X		yes
Does your product support automatic "refill due" notification to provider?	X		yes
Does your product support "reorder" notification to provider?	X		yes
Does your product support notifications to the provider in the clinic where the patient is housed regardless if this person is the same as the ordering provider?	X		yes
Does your product support a queue that would allow for the refill or reorder of one or more medication(s) for multiple patients at one time?	X		yes
Does your product notify the provider of which medications the patient missed based on the organizational policy of number of ~~dose~~ doses missed for provider notification?	X		yes
Does your product provide a mechanism for the provider use to review refusals?	X		yes
Does your product provide a refusal report in a sort able format based on date range, provider, clinic, etc.?	X		yes
Does your product provide a note section for the nurse to flag a patient question or issue regarding meds or general medical inquiry?	X		yes
Does your product provide an alert to the LPNs regarding patients with new medications and/or changes in medications?	X		yes
QUERY			
Does your product permit the clinicians to query patients by unique identifier?	X		yes
Does your product allow providers to view all patients at all sites?	X		yes
Does your product allow providers view medication history both online and off line?	X		yes
REPORTS			
Does your product allow a patient MAR to be printed for a specific date range?	X		yes
If a patient MAR be printed for a specific date ranges, does the print reflect the ID of the person administering each dose?	X		yes
Does your product require the nurse to run a reconciliation report at the end of each pass to confirm all meds were given and documented if missed or refused?	X		yes
Does your product allow for reports to be customized by the user?	X		yes
Does your product provide standard and customizable reports in a sort able format such as a spreadsheet?	X		yes
RETURNS			
Does your product assist with the medication return process?	X		yes - we have a relationship relationship with Diamond at our Worcester, MA facilities and we have integrated our system with theirs and we are able to manage the return process through this bridge.
SUPPORT/PROBLEM SOLVING			
Does your product have answers to FAQ available to your sites currently in production? What types of questions are answered?	X		yes
Does your product training include "sand-box" type learning prior to go live?	X		yes
If yes, does your product distinguish between test versus production libraries of screens and functions?	X		yes
Does your product allow for training new users in a "sand-box" environment after go-live?	X		yes
Does your product supply online help? If so, what is the turn-around time when questions are submitted by the user?	X		yes
Does your product have online help such as a data dictionary for easy reference and look-up?	X		yes
Does your product have a password recovery process?	X		yes
STOCK MEDICATION INVENTORY			
Does your product assist with the set up of clinic-specific stock medication PAR levels?	X		yes
Does your product automatically decrease stock inventory counts when stock medications are scanned as given on med pass?	X		yes
STOCK MEDICATIONS			

Does your product support the ordering and documenting of orders to be started from stock?	X		yes
Does your product support a mechanism to prevent medications given from stock being sent from the pharmacy?	X		yes
Question Set 2: General EMR Requirements			
ADMISSION			
Does your product allow for the capture of the name of the patient's primary care provider and up to two associate names?	X		yes
If yes, does your product allow the user to change the name(s) of primary care providers?	X		yes
ASSESSMENT			
Does your product allow user to determine which relevant items collected at a prior point of care get carried over to an assessment?	X		yes
Does your product support the storage of receiving screening information if patient not accepted for booking?	X		yes
Does your product provide screening tools and clinical risk assessment calculator that generate a note? (osteoporosis, substance abuse, depression, anxiety, geriatrics, CIWA, meds requiring levels, diabetics, etc.)	X		yes
Does your product support the ability to build specific assessment templates, i.e. speech and language, self care, cognitive functioning, abnormal involuntary movements, etc.?	X		yes
CARE/TREATMENT PLANNING			
Does your product define care planning as treatment planning? If so, answer the following questions.	X		yes
In addition to general care planning tools, does your product provide tools to build a special needs treatment plan?	X		yes
Does your product support a mechanism for assigning responsibility for a care/treatment plan section to be updated?	X		yes
Does your product support the automatic gathering of care/treatment plan elements from other modules within the EMR and vice versa?	X		yes
Does your product support the automatic user notification when a care/treatment plan requires review and update (as defined by CHS)?	X		yes
Does your product support the development of an After Care Plan or Discharge plan?	X		yes
Does your product support both medical and mental health diagnosis decision matrix that addresses continuity of interventions in treatment planning?	X		yes
If yes, does your product support dual diagnosis decision matrix?	X		yes
COMMUNICATION			
Does your product support direct communication with detention to communicate special needs: (diet, LBLT, extra items, communicable precautions, clearance for work furlough, transport in wheel chair, time and duration, razor restrictions, directed housing, ADL limitations)?	X		yes
Does your product support a mechanism to determine and communicate a patient disposition (general population, special needs housing, infirmary housing, mental heath unit housing) at the end of the receiving screening process?	X		yes
Does your product support the tracking of patients in a segregated status?	X		yes
Does your product support a mechanism for documenting segregation checks using parameters defined by CHS?	X		yes
If so, does your product produce an alert when a patient moves into or out of a segregated status?	X		yes
Does your product support VoIP?	X		yes, depending on specific requirements.
Does your product support communication with detention regarding tuberculosis testing status?	X		yes
CONSENTS/FORMS			
Does your product provide templates for all necessary forms such as consent to treat, healthcare refusal, release of information, request for information, letters, immunization?	X		yes
If yes, does your product allow for the electronic insertion of information from the patient's medical record?	X		yes
Does your product support on-demand completion of a form for any given patient?	X		yes
Does your product support the ability to automatically trigger the completion of a specific electronic form based upon a clinical event?	X		yes
Does your product support secure form handling to prevent unauthorized revisions?	X		yes
Does your product incorporate Living Will/Power of attorney, next of kin, dependents and code status?	X		yes
CONTACT INVESTIGATIONS FOR COMMUNICABLE DISEASE			
Does your product have the ability to support contact investigations for communicable disease populations i.e. varicella, tuberculosis?	X		yes
CONTEXT-BASED SWITCHING			
Does your product provide context-based switching between application modules to eliminate the need to re-identify the patient?	X		yes
COST MEASUREMENT			
Does your product have access to other systems to capture cost information, employing quality measurement tools?	X		Yes – cost measurement reporting available based on medication administration, diagnostic usage, and offsite utilization
Does your product use cost, quality, severity information structured to influence clinician decisions?	X		Yes – cost measurement reporting available based on medication administration, diagnostic usage, and offsite utilization
DATA ENTRY			
Does your product support online screen building utility enabling authorized users to place data elements (from data dictionary) onto screen?	X		yes
Does your product provide edit options for each of the following data elements?	X		yes - administrative access required
a. Mandatory	X		yes - administrative access required
b. Optional	X		yes - administrative access required
c. Default values	X		yes - administrative access required
d. Flash/inverse	X		yes - administrative access required
e. Edit loose	X		yes - administrative access required
Does your product allow input format attributes for each of the following data elements?	X		yes - administrative access required
a. Any text	X		yes - administrative access required
b. Alpha	X		yes - administrative access required
c. Numeric	X		yes - administrative access required
d. Dollar amount	X		yes - administrative access required
e. Time	X		yes - administrative access required
DENTAL			
Does your product support a Dental Care documentation module?	X		yes
If no, does your product interface with dental care documentation systems available through a third party vendor?	X		yes
Does your product support the maintenance and display of dental assessment information?	X		yes

Does your product support a dental triage system to assist nurse on determination of need for dental referral?	X		yes
DISCHARGE PLANNING			
Does your product incorporate a discharge planning module?	X		yes
DISPLAYS			
Does your product allow for specific views based upon the user login i.e. MAR, audits, peer review, patient review by all authorized disciplines?	X		yes - dash
Does your product support the display of results or a summary of most recent results on one page?	X		yes - dash
Does your product support a clear display of the origin of any clinical results?	X		yes - dash
Does your product support the display of results configured by role, specialty, location, date?	X		yes - dash
Does your product support the routing of results displayed to a primary or an assigned secondary viewer?	X		yes - dash
Does your product support the compilation of all current & historical information regarding a patient's communicable disease history onto one screen for review?	X		yes
Does your product support providing a clinician with his/her team's patients listing patient demographics, length of stay by diagnosis or service?	X		yes
Does your product have an ergonomic presentation?	X		yes
Does your product support user-friendly movement across the system?	X		yes
Is your product engineered with human factors emphasis?	X		yes
Does your product provide rapid screen "painting"?	X		yes
Does your product provide consistent information and graphical queues?	X		yes
Does your product profile balance between density of information and uncluttered aesthetics?	X		yes
Does your product provide consistent formatting for users to find information?	X		yes
Does your product provide the ability to display updates or changes in real-time?	X		yes
Does your product provide navigation through display that is well organized and easy to use?	X		yes
Does your product use a standardized screen design? If so, please answer the following:	X		yes
a. Does your product have standardized navigation flow similar from screen to screen?	X		yes
b. Does your product have standardized naming conventions throughout the application?	X		yes
Does your product provide the ability to "flip through" the patient data in a manner similar to reviewing a paper chart?	X		yes
Does your product provide key data as defined by the user (i.e. allergies, problem list) to be viewed on a single screen?	X		yes
Does your product display CHS defined patient data (demographics, allergies, diagnoses) on every page so to avoid redundant data entry?	X		yes
ENCOUNTER DOCUMENTATION			
Does your product assist the clinician when documenting patient outcomes?	X		yes
Does your product produce incomplete chart alerts?	X		yes
Does your product require all required fields to be completed for a patient encounter before moving to the next field and before the chart can be closed?	X		yes
FLOW SHEETS			
Does your product support both standardized and customizable flow sheets i.e. HIV, Coumadin, Neuro, Diabetic, growth charts, maternal care, etc.?	X		yes
FUNCTION			
Does your product allow CHS to compose functions by linking screens into fixed or variable sequences based on edit and format rules?	X		yes
Does your product support bar code reading of medical supplies?	X		yes
INTERFACE			
Does your product utilize iconic interface using human anatomy images?	X		yes
Does your product use Microsoft word processing functions?	X		yes
If yes, does your allow for the use of Microsoft templates?	X		yes
If yes, does your product allow for seamless Microsoft Word for creation, editing, and spell checking?	X		yes
Does your product support an interface to Medispan?	X		yes
LINKS			
If an action is taken as a result of a viewed result, does your product support the linkage of that action to a result by provider, date, patient, etc.?	X		yes
Does your product support links to selected policies and/or procedures?	X		yes
MEDICAL RECORDS			
Does your product support a medical record chart function that a allows for nested folders of at least one level inside the main folder?	X		yes
Does your product support archiving/purging of medical records based upon the County retention and destruction schedule?	X		yes
Does your product support a "secondary" medical record in a Data Warehouse for research purposes?	X		yes
MENTAL HEALTH			
Does your product provide templates applicable for psychiatry assessment?	X		yes
Does your product provide templates applicable for mental health professional assessment?	X		yes
NOTES			
Does your product support multiple note categories i.e. order-related, incident, progress, emergent event, admission?	X		yes
If so, can these note types be customized to meet clinical specialty requirements?	X		yes
Does your product support the ability for all clinicians to enter, correct, authenticate, spell check and append entries with the proper permissions?	X		yes
If so, can the corrected note be appended to reflect a correction was made?	X		yes
If so, can both the original and corrected entry be maintained?	X		yes
Does your product allow for the limitation of abbreviations based upon the approved list provided by CHS?	X		yes
ORDERS			
Does your product provide a clinically-oriented, multidisciplinary order entry process?	X		yes
If so, does order entry process interface with the treatment plan?	X		yes
Does your product provide a mechanism to select orders via alpha listing, user defined order sets & high frequency use?	X		yes
Does your product provide a mechanism to designate order priority i.e. routine, STAT, today, timed, discharge, involuntary administration?	X		yes

If yes, does your product provide the option of a visual or auditory alarm when this type of order is received?	X		yes - visual
Does your product support the use of **unlimited** free text when entering orders?	X		yes
Does your product provide online order entry help?	X		yes
If so, does the help step allow the user to return to the order entry screen at the point where the user requested help?	X		yes
Does your product allow authorized users to over ride order conflicts and/or cancel orders?	X		yes
If so, does your product provide an audit trail of such actions?	X		yes
Does your product provide an acknowledgement of acceptance of order?	X		yes
Does your product permit a user to bypass order menus and directly key in order information?	X		yes
Does your product provide the ability to enter narrative information regarding the reason for any specific order?	X		yes
Does your product display a message identifying any missing data in the order?	X		yes
If so, does your product allow for the immediate editing of the order?	X		yes
Does your product display an alert if an order varies from guidelines, rules or present safety issues?	X		yes
Does your product allow the backdating of order times and dates if the system has been down/unavailable?	X		yes
Does your product allow for multiple methods of order entry i.e. text, keyboarding, handheld device, voice recognition?	X		yes
Does your product allow for the tracking of all orders through completion?	X		yes
Does your product document an order as completed when all order parameters have been met?	X		yes
Does your product have the capability to generate multiple orders from one request to all appropriate responsible parties?	X		yes
Does your product have the capability to generate multiple cancellation notifications to appropriate providers when an order is cancelled?	X		yes
If an order is cancelled, does your product prompt the user to re-verify the cancellation?	X		yes
If an order is accidentally cancelled, does your product support a simplified mechanism to reinstate it?	X		yes
When a patient is admitted to a specialty unit, mental health or infirmary, are all existing orders flagged for review by the licensed nurse and receiving provider?	X		yes
If yes, can the provider summarily discontinue any/all existing orders?	X		yes
In addition to medication orders, does your product support provider notification of any continuing order with an upcoming expiration date?	X		yes
Does your product support the ability to sort and view orders for any given patient(s) in multiple formats i.e. active, discontinued, problem, diagnosis, provider, location, etc.?	X		yes
PATIENT EDUCATION			
Does your product link specific education materials to the individualized patient problem list?	X		yes
PERMISSION			
Does your product support the permission level to allow **all providers** to order for a particular patient?	X		yes
PRINTING			
Does your system support a simple process for printing either a section or an entire patient chart?	X		yes
Does your system support a simple process for copying an entire patient chart as a PDF to an external device?	X		yes
PROBLEM LISTS			
Does your product track the status of each problem for each encounter?	X		yes
Does your product link problems with orders, results and referrals related to the problem?	X		yes
PROMPTS			
Does your product support the use of prompts to follow-up and close any open issues i.e. dental, labs, specialists, etc.?	X		yes
Does your product support the use of prompts or alerts to provider if results are not viewed?	X		yes
Does your product provide prompts with regard to recommendations for preventative interventions?	X		yes - Suicide precautions
If yes, does your product provide prompts by providing a list of possible activities based upon the intervention selected?	X		yes - Suicide precautions
REFERRAL			
Does your product have the ability identify specific orders which need approval/verification prior to becoming active orders?	X		yes
Does your product have the ability to define referrals that do or do not need approval as defined by CHS?	X		yes
Does your product provide the ability to indicate the disposition of a referral based upon multiple factors i.e. specialty report received, patient does not show for referral appointment or patient refuses referral appointment?	X		yes
Does your product support the access and capture of payor lists of referrals requiring prior authorization?	X		yes
RELEASE			
Does your product prompt the need for follow-up care, discharge prescriptions and discharge planning prior to patient's release?	X		yes
REPORTS			
Does your product provide the ability to maintain a list of all providers actively involved in treating the patient within the past 12 months?	X		yes
Does your product provide the ability to produce a patient specific report for user-defined parameters and print that report on demand?	X		yes
Does your product allow, at the user's request, print management reports of security access by application and by department?	X		yes
Does your product support the production of a report of user's activity per sign-on for productivity tracking?	X		yes
Does your product provide a report of user logon IDs not used for a specified time?	X		yes
Does your product provide a report whereby a user can list the names of all who have accessed a specific patient's record?	X		yes
Does your product have the ability to process files from Human Resources system for terminated employees and automatically turn off access?	X		yes
REQUISTIONS			
Does your product support the printing of a requisition for the order of various clinical services on the given date/time of the service ordered?	X		yes - Offsite, Hospitalization and Onsite services
If yes, can the print be routed to the patient's home clinic if that differs from the clinic of the ordering provider?	X		yes - Offsite, Hospitalization and Onsite services
If yes, can the print be flagged i.e. special instructions, STAT, timed event, etc.?	X		yes - Offsite, Hospitalization and Onsite services
RULES & ALERTS			
Does your product provide the ability to configure the timing/location/frequency of alerts to support vs. control care?	X		yes
Does your product allow for the development of CHS specifically prioritized rules and alerts?	X		yes
Does your product provide the ability for reminders and alerts to be differentiated by clinical category?	X		yes

Does your product use alerts to warn users of dangerous clinical states with access to incidents, outcomes and assessment data?	X		yes
Does your product have the ability to log alerts?	X		yes
SCHEDULING			
Does your product allow for the automatic scheduling of tests requiring more than one session for completion?	X		yes
Does your product support a simple rescheduling process?	X		yes
Does your product support online access locally and remotely via internet to staff and on-call schedules?	X		yes
Does your product support the scheduling of various levels of staff (nursing, MH, providers, CHT)?	X		yes
Does your product allow for the printing of a clinical schedule without listing any clinical information?	X		yes
Does your product support the printing of appointment letters in advance of the appointment, either individually or in a batch?	X		yes
SECURITY			
Does your product maintain a process for password retrieval?	X		yes
Does your product support the restriction of password attempts per CHS/OET rules? If yes, answer the following questions:	X		yes
a. Does your product display online alert to a designated PC when certain CHS/OET specified security violations occur?	X		yes
b. Does your system provide a 'disable warning' if a user's password in entered incorrectly a specified number of times?	X		yes
c. Does your product provide a means to limit the number of log in attempts?	X		yes
SIGNATURES			
If a co-signature is required, is it linked to CDS and is an alert provided?	X		yes
Does your product support the ability to authenticate and allow electronic signatures for patients?	X		yes
TABLES & MASTER FILES			
Does your product provide Graphic User Interface ability to build tables and master files in a hierarchical relationship?	X		yes
TRANSFER			
Does your product support the maintenance and acknowledgement for transfers between facilities, units, service or levels of care?	X		yes
If yes, does your product track date, time, type, reason, from location, to location, provider requesting and ID of same?	X		yes
If yes, does your product support the generation of a transfer report?	X		yes
If yes, can the report include all diagnoses, allergies, progress notes, services provided, test results, current medication list?	X		yes
VERIFICATION			
Does your product support the dual verification by authorized individuals for specific entries requiring dual verification or co-signatures?	X		yes
For actions requiring dual verification, does your product support this need?	X		yes
VIEWS			
Does your product provide views of patient data based upon user needs, i.e. clinician, therapist, quality assurance, medical records, immunization, etc.?	X		yes
Does your product allow for graphic building capabilities including the following?	X		yes
a. Line drawing	X		yes
b. Drag-and-drop positioning of any screen element	X		yes
c. Images such as JPEG, BMP, GIF	X		yes
d. Font/Size	X		yes
e. Color formatting	X		yes
WORKFLOW			
Does your product provide dynamic re-engineering of workflow for efficiency?	X		yes

EXHIBIT E

INTERFACE MATRIX

#	NAME OF INTERFACE	DESCRIPTION OF INTERFACE	INTERFACE STANDARD (e.g.: CCOW, DICOM, HL7, XML, Other-specify)	TYPE OF INTERFACE IB = Inbound; OB = Outbound; BD = Bi-directional	SOURCE SYSTEM Vendor Name, Product Name, Release/Version Level	RECEIVING SYSTEM Vendor Name, Product Name, Release/Version Level	VENDOR'S CUSTOMERS WITH THIS INTERFACE IN PRODUCTION	# OF INTERFACES IN PRODUCTION	OTHER INFORMATION
1	BioReference	Lab		BD			0	0	Bioreference was utilized in two of our previous contracts (CCDC & Essex County, MA)
2	Arcadia	Radiology		BD			0	0	Proposed DICOM bridge
3	Diamond	Pharmacy		BD			0	0	Proposed HL7 bridge
4	MIHS (epic)	External Hospitals		BD			0	0	Proposed HL7 bridge
5	JMS	Offender Mgt. System		BD			0		Proposed flat file bridge
6	Public Health Services	External Hospital		BD			0	0	Proposed HL7 bridge
7	Magellan	Regional Behavioral Health Authorities (RBHA)		BD			0	0	Proposed Hl7 Bridge

EXHIBIT E

INTERFACE MATRIX

8	An interface will be necessary to electronically submit a medical transfer summary to federal, state or extradition agencies (correctional entities). The process is currently manual with a FAX transmission.								

Note: It is quite possible that during the initial stages of this implementation, other interfaces may be identified; recommend adding provision for such a possibility

EXHIBIT F

TECHCARE™ SOFTWARE LICENSE, SERVICES, SUPPORT AND MAINTENANCE AGREEMENT FOR MARICOPA COUNTY CORRECTIONAL HEALTH SERVICES

THIS AGREEMENT, by and between Maricopa County and NaphCare, Inc., an Alabama corporation, (hereinafter referred to as "NaphCare"), is entered into and effective as of the 1st day of May, 2012 (the "Effective Date").

WHEREAS, MARICOPA COUNTY desires to obtain and utilize computer software and certain computer hardware and/or equipment ancillary thereto to assist, streamline and facilitate the delivery and administration of healthcare services in MARICOPA COUNTY's different clinical facilities co-located within the jails of Maricopa County on to a single electronic health record (EHR) system; and

WHEREAS, NaphCare is in the business of providing correctional health care products and services and desires to provide MARICOPA COUNTY with a non-exclusive, non-transferable, limited license to use its TechCare™ computer program as well as provide certain computer hardware and/or equipment and installation and technical support services under the terms and conditions set forth herein in order to attempt to facilitate the aforementioned objectives of MARICOPA COUNTY.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICES, SUPPORT AND MAINTENANCE

1.1. General Engagement. MARICOPA COUNTY hereby contracts with NaphCare to provide for a non-exclusive, non-transferable, limited license to use the Software and certain services as set forth herein:

1.1.1. "Software" has the meaning ascribed in the License Terms and Conditions attached hereto as Exhibit F-1 (the "License Terms"), which is incorporated herein.

1.1.2. "Facilities" means the nine (9) clinics including medical, mental health and dental clinics at 6 different jails (which may change during the term of this Agreement) and detention facilities. Licensing needs to be flexible to cover both present and future clinics

1.1.3. License: NaphCare hereby grants MARICOPA COUNTY a non-exclusive, non-transferable, limited license to use the Software for the term of this Agreement according to the terms hereof and the License Terms.

1.1.4. Computer Hardware and Equipment: **NaphCare will be given remote access to manage, monitor, and upgrade the application.** ~~shall deliver to MARICOPA COUNTY the computer hardware or equipment specified in the attached "Schedule of Equipment," Exhibit F-2 (the "Hardware"). NaphCare shall pass through to MARICOPA COUNTY any applicable manufacturer's warranties covering the Hardware, but NaphCare shall offer no additional warranties or guarantees of any kind, and disclaims any such warranties or guarantees on its behalf to MARICOPA COUNTY, regarding any such computer hardware and/or any equipment or computer hardware obtained through other sources.~~

1.1.5. Technical Support and Training: NaphCare shall provide initial training and technical support for the use of the Software on-site for MARICOPA COUNTY's employees at the time of installation and set-up as mutually agreed by the parties. Further technical support shall be by telephone, internet or other electronic means and provided by NaphCare Monday-Friday, from 8:00 a.m. to 3:00 p.m. MST. Said support shall be offered via a live ("human") representative during normal business hours cited above and emergency or other technical

support will be provided after the hours cited above by NaphCare. Said services are available by contacting the Technical Service Support Line listed in Exhibit F-3.

1.1.6. Service and Support Process: Upon execution of this Agreement, NaphCare shall include and make available specific NaphCare technical support contact information outlining specific phone numbers, e-mail addresses and/or other contact information related to contacting NaphCare's technical support team member as it relates service and support matters and said information will be included herein as Exhibit F-3.

1.1.7. Integration of Forms; Data Interfaces: NaphCare shall assist MARICOPA COUNTY with integration of medical protocol forms into the Software. MARICOPA COUNTY and NaphCare will cooperate to develop and implement automated communication mechanism by which the Software accesses and/or acquires data from other databases, systems, or services ("Interfaces"). To the extent that Interfaces are implemented for third-party systems, MARICOPA COUNTY shall be solely responsible for securing all necessary rights to create such Interfaces and to use data therefrom, and MARICOPA COUNTY warrants that all such rights will have been obtained.

1.1.8. Updates: NaphCare shall provide MARICOPA COUNTY with periodic updates during the term of this Agreement for licensed copies of the Software in the event that NaphCare decides to update the Software. All software updates shall be closely coordinated and mutually agreed to by both parties. In any event, all changes to Maricopa County environment shall follow the customers change control process.

1.1.9. Consultation and Maintenance: During the term of this Agreement, NaphCare shall provide consultation and advice regarding creating, maintaining and utilizing electronic medical records and shall consult with MARICOPA COUNTY on a weekly basis during the first three months of implementation and on a quarterly basis thereafter regarding best use and practices with regard to the products and services provided by NaphCare hereunder. General maintenance on the Software and/or system shall occur as necessary and determined by NaphCare. NaphCare shall advise MARICOPA COUNTY when any such updated release of the Software is available or has been delivered to MARICOPA COUNTY's test environment, as the case may be, and MARICOPA COUNTY shall make its qualified personnel available and use reasonable efforts to assist with such updates as may be requested from time to time by NaphCare. ~~NaphCare's support and maintenance obligations under this Agreement are conditioned upon MARICOPA COUNTY having installed in accordance with NaphCare's instructions (or permitted NaphCare to install, as the case may be) the latest version of the Software.~~

1.1.10. Termination/Discontinuation: Upon termination of this Agreement, NaphCare shall provide MARICOPA COUNTY with a stand-alone program providing the means solely to continue access to the medical records created and stored during the term of this Agreement in a "read-only" format.

ARTICLE 2: MARICOPA COUNTY'S RESPONSIBILITIES

2.1 MARICOPA COUNTY's Representations and Warranties: MARICOPA COUNTY represents and warrants, and NaphCare is reliant upon, the following promises:

2.1.1 Sole Use: MARICOPA COUNTY represents and warrants that its license and operation of the Software is for its sole use, and MARICOPA COUNTY will not allow any third party, including but not limited to other state or local governments, municipalities, agencies, individuals or entities access to the Software without obtaining prior authorization from NaphCare and executing a confidentiality agreement with such third party. The exception to this statement would be to account for contract employees working at Maricopa County.

2.1.2 Intent to Cooperate: Both NaphCare and the MARICOPA COUNTY acknowledge that successful implementation of the Software pursuant to this Agreement shall require their full and mutual good faith cooperation, and both parties acknowledge that each of them shall timely fulfill its responsibilities, including but not limited to those set forth herein.

2.1.3 Confidentiality and Privacy: Both NaphCare and MARICOPA COUNTY represents and warrants that it has in place policies and procedures to maintain, at all times, confidentiality and privacy of patient records and information as well as the Software itself and all operation and training manuals or documents.

2.1.4 Understanding of Intent of the Software: MARICOPA COUNTY acknowledges and understands that the Software is being used for an intended purpose and goal, specifically to facilitate the delivery and administration of healthcare services.

2.1.5 MARICOPA COUNTY acknowledges and understands, and shall communicate to each user of the Software, that the Software is a support tool only and expressly is not to be relied upon as a sole source of information in connection with medical advice or the provision of medical services.

2.2 MARICOPA COUNTY Obligations:

2.2.1 Server Operation and Maintenance: MARICOPA **COUNTY will host the server environment and provide maintenance activities as outlined in Exhibit K. NaphCare will be given remote access to manage the application.** ~~NaphCare shall be solely responsible for owning, operating, and maintaining the Hardware and other hardware and equipment, such as scanners and computers, at NaphCare's expense~~. Maricopa County shall be responsible for the location and operation of the Hardware, including, without limitation, electrical power availability, backup, environmental controls (including humidity and temperature settings) and all other physical aspects in accordance with manufacturers' recommendations and industry standards.

2.2.2 Security and Backup: MARICOPA COUNTY shall be solely responsible for all aspects of server and data security, user names, passwords and all on-site medical records, whether stored electronically or otherwise, including privacy restrictions and regulations as well as the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, each as amended from time to time ("HIPAA"). MARICOPA COUNTY shall be solely responsible for the remote access of the server and electronic medical records by anyone on behalf of MARICOPA COUNTY or any other authorized or unauthorized user other than NaphCare's access thereof in the performance of its obligations under this Agreement. MARICOPA COUNTY shall be solely responsible for regular on-site backup as well as transmitting electronic medical records and data to MARICOPA COUNTY's designated off-site back-up/storage, if any.

2.2.3 Form and Accuracy: MARICOPA COUNTY shall be responsible for the form, contents, accuracy and completeness of medical records, coding and billing stored or transmitted through the server and system.

2.2.4 Software License Terms and Conditions: MARICOPA COUNTY shall comply fully with the License Terms.

2.2.5 Medical Care, Diagnoses, Treatment: MARICOPA COUNTY shall be solely responsible for all medical care, treatment, diagnosis and dispensing of pharmaceuticals with regard to each facility it operates. NaphCare shall not be responsible for any obligation or duty named above as an obligation of MARICOPA COUNTY or any other obligation or duty not expressly set forth in this Agreement.

2.3 Payment:

2.3.1. License Fee: MARICOPA COUNTY agrees to pay NaphCare during the term of this Agreement, as consideration for the license granted and the services to be provided pursuant to this Agreement, the fees and expenses set forth in the Contract Pursuant to RFP between the parties.

ARTICLE 3: TERM OF AGREEMENT

3.1. Term: The initial term of this Agreement shall be for a period of five (5) years from the Effective Date, with an option to renew the term of this Agreement for an additional five (5) years, or at MARICOPA COUNTY's sole discretion, extend the Agreement on a month to month basis for a maximum of six (6) months after expiration on a pro rata basis based upon pricing for the first year of the renewal term set forth in the Contract Pursuant to RFP between the parties.

ARTICLE 4. MISCELLANEOUS

4.1. Independent Contractor Status: The parties hereto acknowledge that NaphCare is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create, an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

4.2. **Compliance with the Law: Each party hereto shall comply with all applicable local, state, and federal laws that may bear on their respective obligations hereunder.**

4.3. Notice: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

NaphCare: James S. McLane
Chief Executive Officer
NaphCare, Inc.
2090 Columbiana Road, Suite 4000
Birmingham, Alabama 35216

MARICOPA COUNTY: Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

With copy to: Maricopa County
Correctional Health Department
Attn: Director
7th Floor, Security Building
Central Avenue
Phoenix, Arizona 85003

Notices shall be effective upon receipt.

4.4. Governing Law: This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Arizona, without giving effect to the principles governing conflicts of law.

4.5. Amendment: This Agreement may be amended or revised only in writing and signed by both parties.

4.6. No Assignment: Neither this Agreement nor any interest in this Agreement may be assigned by MARICOPA COUNTY without the prior express written approval of NaphCare.

4.7. Waiver of Breach: The waiver by either party hereto of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

4.8. Severability: In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

4.9. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties related to the software license, support and maintenance of same.

4.10. Construction: No rule of strict construction shall apply against or in favor of either party hereto in the interpretation or construction of this Agreement.

4.11. Force Majeure: Neither party hereto shall be held responsible for any delay or failure in performance, other than payment obligations, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond the party's control.

4.12. Survival: The provisions of this Agreement pertaining to the obligation to pay for services rendered pursuant to this Agreement shall survive the termination of this Agreement.

4.13. Business Associate Relationship: Because NaphCare in the course of performing its obligations under this Agreement may receive, create, or have access to protected health information (as defined under HIPAA) subject to the provisions HIPAA, the parties are executing simultaneous herewith a Business Associate Agreement in the form attached hereto as Exhibit F-4 (the "BAA").

4.14. Confidentiality: It is understood that in the course of the engagement established under this Agreement, each party hereto may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, whether or not marked or stamped as confidential, that is not generally available to the public (hereinafter referred to as "Confidential Information"). For purposes of this Agreement, however, the term "Confidential Information" specifically shall not include any portion of the foregoing that (i) was in the recipient's possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from the other party, (ii) was disclosed to the recipient by a third party not having an obligation of confidence of the information to any person or body of which the recipient knew or which, under the circumstances, the recipient reasonably should have assumed to exist, or (iii) is or, other than by the act or omission of the recipient, becomes a part of the public domain not under seal by a court of competent jurisdiction, and the term "Confidential Information" specifically shall not include protected health information (as defined under HIPAA) because such information is subject to the provisions of the BAA. No combination of information will be deemed to be within any of the foregoing exceptions, regardless whether the component parts of the combination are within one or more exceptions. Without limiting any other provisions of this Agreement or granting by implication any rights with respect to any particular item, and whether or not otherwise meeting the criteria described herein, the following shall be deemed conclusively to be Confidential Information: (i) all information that is a trade secret of a party pursuant to applicable law; and (ii) to the extent not generally known to the public, all data, documents, flow charts, logic diagrams, design concepts, technical information, processes, standards, specifications, improvements, inventions, procedures, know-how, formulae, algorithms, source and executable codes, scripts, file layouts, database arrangements, test materials, business concepts and methods, financial information, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data, and passwords, entry codes, access sequences, or the like of a party. In the event of any ambiguity as to whether information is Confidential Information, the foregoing shall be interpreted

strictly and there shall be a rebuttable presumption that such information is Confidential Information. As between the parties, all Confidential Information shall be and remain the property of the disclosing party. Neither party hereto will, without the express written consent of the other party, use the Confidential Information of the other party except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party's Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party hereto shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. If either party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then such party will not be liable to the other party for disclosure of Confidential Information required by such order if such party complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then such party immediately shall move for or otherwise request a stay of such order to permit the other party to respond as set forth in this paragraph; (ii) such party immediately shall notify the other party of the motion or order by the most expeditious possible means; (iii) such party shall not oppose a motion or similar request by the other party for an order protecting the confidentiality of the Confidential Information, including not opposing a motion for leave to intervene by the other party; and (iv) such party shall exercise reasonable efforts to obtain appropriate assurance that confidential treatment will be accorded the Confidential Information so disclosed. Each party hereto shall maintain all Confidential Information of the other party under secure conditions, using reasonable security measures and in any event not less than the same security procedures used by such party for the protection of its own Confidential Information of a similar kind. This provision shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

NAPHCARE, INC.	MARICOPA COUNTY
Signed by:	Signed by:
Name: J McLANE	Name: Wesley L. Baysinger
Title: CEO	Title: CPO
Date: 5/2/12	Date: 5/11/12

Vendor Number: 58-1823464

EXHIBIT F-1

SOFTWARE LICENSE TERMS AND CONDITIONS
TECHCARE™

THESE SOFTWARE LICENSE TERMS AND CONDITIONS (THE "LICENSE TERMS") ARE AN INTEGRAL PART OF THE ATTACHED TECHCARE SOFTWARE LICENSE, SERVICES, SUPPORT AND MAINTENANCE AGREEMENT BETWEEN MARICOPA COUNTY CORRECTIONAL HEALTH SERVICES AND NAPHCARE, INC. (THE "AGREEMENT").

1) Definitions:
   a) "Software" means the computer program generally known as TechCare, together with any associated database structures and queries, interfaces, tools, and the like, and all documentation (whether printed or in an electronic retrieval format) supplied or made available to MARICOPA COUNTY by NaphCare for use with or in support of an such computer program or its implementation, as initially provided by NaphCare to MARICOPA COUNTY pursuant to this Agreement, together with any and all revisions, modifications, and updates thereof as may be provided by NaphCare to MARICOPA COUNTY pursuant to this Agreement from time to time.
   b) "Data Center" means the principal data center and the secondary data center utilized by MARICOPA COUNTY generally for operation of various ~~of its~~ computer applications, each identified more specifically on Exhibit E attached hereto.

2) Scope of License: Provided MARICOPA COUNTY complies with all of the terms and conditions of these License Terms and the Agreement, including timely payment of the amounts set forth in this Agreement, pursuant to the license granted in this Agreement, MARICOPA COUNTY during the term of this Agreement may install and use ~~the server components of the Software on one server at each Data Center and may install and use~~ the client components of the Software on any number of workstations, laptops, and other supported client devices operated at any of the Facilities; provided, however, that MARICOPA COUNTY shall not permit any person to access or operate the Software other than employees and medical staff of MARICOPA COUNTY. Immediately upon ~~expiration or~~ termination of the Agreement, the license granted in the Agreement shall also automatically and without notice terminate and expire and MARICOPA COUNTY shall no longer be entitled to use the Software, or any component thereof, except MARICOPA COUNTY's protocol forms, if any, which MARICOPA COUNTY may have caused to be installed thereon. In the event of the termination ~~or expiration~~ of the Agreement ~~and/or the license granted hereby,~~ MARICOPA COUNTY immediately shall uninstall and return the Software to NaphCare.

3) Backup Copy; Transferability: In accordance with MARICOPA COUNTY's normal computer system archival and disaster-recovery procedures, MARICOPA COUNTY may make a reasonable and necessary number of copies of the Software, and MARICOPA COUNTY may be keep such copies in storage at one or more locations separate from the Data Centers and Facilities for purposes of safekeeping and disaster planning. Upon request from time to time, MARICOPA COUNTY shall notify NaphCare in writing of the locations of all such copies. MARICOPA COUNTY acknowledges and agrees that all such copies are and shall remain Software. MARICOPA COUNTY may network the Software internally at the Data Centers and Facilities for the sole and exclusive purpose of using the Software on devices located at the Data Centers and Facilities. No other network use is permitted and no internet webhosting is permitted. MARICOPA COUNTY's rights hereunder are not transferable in any way. All trademark, copyright and proprietary rights notices must be faithfully reproduced and included by MARICOPA COUNTY on such copy.

4) Other Restrictions: NaphCare reserves all rights not expressly granted in this Agreement. Without limiting the generality of the foregoing, MARICOPA COUNTY shall not, nor shall MARICOPA COUNTY permit any other party to:
   a) Disassemble, decompile, reverse engineer or translate any part of the Software, or otherwise attempt to reconstruct the source of the Software;
   b) Modify, re-engineer or create derivative works based on the Software;
   c) Externally distribute, resell, encumber or otherwise transfer the Software;

d) Lease, rent or use the Software in a time-sharing or bureau arrangement;
e) Allow a third party (other than MARICOPA COUNTY's non-employed medical staff) to access, copy or use the Software; or
f) Disclose the results of any benchmark test of the Software to any third party without prior written approval of NaphCare.

5) Ownership: MARICOPA COUNTY hereby understands and acknowledges that, as between the parties, NaphCare owns all right, title and interest in the intellectual property and all other rights in and to the Software, including all copies thereof. Certain U.S. federal and state laws as well as international laws protect the Software, including, without limitation, copyright, trademark laws and international conventions and treaties. MARICOPA COUNTY shall have no ownership rights of any kind in the Software.

6) Trade Secret and Copyright: MARICOPA COUNTY acknowledges and agrees that the structure, sequence and organization of the Software, (including, but not limited to, technical configurations and data, images, photographs, animations, video, audio and text) are proprietary to and are the valuable trade secrets of NaphCare. MARICOPA COUNTY agrees to hold such trade secrets in the strictest confidence.

7) Exclusion of Damages: To the fullest extent permitted by law, NaphCare shall not in any case by liable for any unlawful disclosure or use of individually identifiable information by MARICOPA COUNTY, its contractors or agents, or any third party, any loss of use, lost or damaged data, inability to access or retrieve data, fines or penalties, other commercial loss, or for any indirect, special, statutory, punitive or exemplary, incidental, or consequential loss or damage of any kind, including, without limitation, loss of profits, revenue, business, costs to cover downtime or equipment costs arising from or relating to this Agreement or the use or inability to use the Software, regardless of the form of action, whether arising in contract, tort (including negligence), or otherwise, and even if NaphCare has been advised of or knew or should have known of the possibility of such damage.

8) U.S. Government Agency End Users: This Software is licensed and provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions applicable to commercial computer software as set forth in the Federal Acquisition Regulations (FAR). Software licensed to U.S. Government end users are licensed only as Commercial Items and with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein. Use of the Software by the U.S. Government constitutes acknowledgment of NaphCare's proprietary rights therein. The manufacturer is NaphCare, Inc., 2090 Columbiana Road, Suite 4000, Birmingham, Alabama 35216.

9) Export Laws: MARICOPA COUNTY shall not export, re-export, transfer, divert or disclose (either directly or indirectly) the Software or any portion thereof to any country in violation of US export laws or regulations or any other law.

EXHIBIT F-2

SCHEDULE OF EQUIPMENT

~~Type~~	~~Name~~	~~Quantity~~
~~Servers~~	~~HP DL385 64GB Dual Processor~~	~~6~~
~~SAN Solution~~	~~HP StorageWorks P4500 21.6TB~~	~~2~~
~~Operating System~~	~~Windows Server 2008 Data Center~~	~~1~~
~~Virtual Host System~~	~~Vmware vSphere 5~~	~~2~~
~~Database System~~	~~Microsoft SQL 2008 R2 2proc~~	~~4~~
~~Backup~~	~~HP LTO5~~	~~2~~
~~Backup tapes~~	~~LTO5~~	~~150~~

~~Naphcare will be providing the following hardware to be located at the downtown data center and DR site only. At facilities where the booking process takes place~~, NaphCare shall provide the Topaz signature pads for the workstations for electronic signature capture. ~~Naphcare will require 12-14U of rack space at both the production and disaster recovery facilities to house our server host clusters and SAN equipment.~~

To ensure performance, security and availability, the status of hardware and software may be modified based upon post-contractual discussions between the NaphCare and Maricopa County technical teams. ~~For Example, F-2 specifies only one (1) Windows Server 2008 Data Center operating system license for the six dual-core servers. This appears to require revisiting. Perhaps four (4) Data Center and two (2) Enterprise version licenses provide a better fit.~~

EXHIBIT F-3

Contact information for NaphCare's Technical Support Team:

Via e-mail at helpdesk@naphcare.com

or

via the Technical Service Support Line at:

(800) 771-0315 or (205) 536-8530

EXHIBIT F-4

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "***BAA***") is made and entered into between NaphCare, Inc. ("***NaphCare***"), and the party identified on the signature page of this BAA ("***Customer***").

Customer is a Covered Entity, or is a Business Associate to one or more Covered Entities, that possesses information about individuals that is protected under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, "***HIPAA***").

Customer and NaphCare have entered into one or more agreements (collectively, the "***Agreement***") pursuant to which NaphCare will provide certain services to Customer (the "***Services***"), and in the course of providing the Services, Customer may make available to NaphCare or have NaphCare obtain or create on its behalf information that may be deemed protected health information subject to the provisions of HIPAA.

In order to comply with the applicable provisions of HIPAA, the parties agree as follows:

1. **Definitions**.

1.1 Capitalized terms used but not otherwise defined in this BAA shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

1.2 "***Effective Date***" means the date indicated on the signature page of this BAA or, if later, the first date upon which NaphCare receives or creates PHI.

1.3 "***PHI***" means Protected Health Information received by NaphCare from or on behalf of Customer or created by NaphCare for or on behalf of Customer.

2. **Permitted Uses**. NaphCare may use PHI only as permitted or required by this BAA for the following purposes:

(i) as necessary to provide the Services;

(ii) to carry out its legal responsibilities;

(iii) for the proper business management and administration of NaphCare;

(iv) to provide Data Aggregation services relating to the Health Care Operations of Customer to the extent, if any, necessary or requested pursuant to the Services; and

(v) as Required By Law.

3. **Permitted Disclosures**. NaphCare may disclose PHI only as permitted or required by this BAA for the following purposes:

(i) as necessary to provide the Services;

(ii) for the proper business management and administration of NaphCare or to carry out its legal responsibilities, if Required By Law or if NaphCare has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify NaphCare of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached;

(iii) for the proper business management and administration of NaphCare or to carry out its legal responsibilities, if Required By Law; and

(iv) as otherwise Required By Law;

provided, however, that any disclosure to an agent or subcontractor of NaphCare shall be pursuant to a written agreement between NaphCare and such agent or subcontractor containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this BAA.

4. **Prohibited Uses and Disclosures**. Subject to Customer's compliance with its obligations set forth in Section 14 as applicable, NaphCare shall not use or further disclose PHI in a manner that would violate HIPAA if done by the Customer. NaphCare shall not sell PHI or use or disclose PHI for purposes of marketing or fundraising. Unless Customer gives its prior, express written consent, NaphCare shall not de-identify any PHI except as necessary to provide the Services, and unless expressly provided otherwise in a written agreement between the parties, (i) as between NaphCare and Customer all de-identified PHI shall be and remain exclusively the property of Customer, (ii) NaphCare assigns to Customer all of NaphCare's right, title, and interest therein, if any, and (iii) NaphCare shall not use any such de-identified PHI for any purpose other than to provide the Services and shall not disclose the same to any third party except with the prior written consent of Customer or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

5. **Safeguards**. NaphCare shall establish and maintain appropriate safeguards intended to prevent use or disclosure of PHI other than as provided in this BAA. Without limiting the foregoing, NaphCare shall establish and maintain, in compliance with HIPAA and any applicable guidance issued pursuant thereto, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that is Electronic Protected Health Information or any other Electronic Protected Health Information maintained or transmitted by NaphCare for or on behalf of Customer, and NaphCare shall establish and maintain policies and procedures, and comply with the documentation requirements, set forth in HIPAA.

6. **Reports to Customer; Breach Notification**.

6.1 Without unreasonable delay and in no case later than 10 days after discovering a Breach involving PHI that is

Unsecured Protected Health Information, NaphCare shall report such Breach to Customer in writing, setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. For purposes hereof, a Breach shall be deemed discovered by NaphCare when it is known to NaphCare or, by exercising reasonable diligence, would have been known to NaphCare.

6.2 NaphCare shall report to Customer in writing any use or disclosure of PHI that is not permitted by this BAA, other than a Breach involving PHI that is Unsecured Protected Health Information, within 30 days of NaphCare's discovery thereof.

6.3 NaphCare shall report to Customer in writing any Security Incident involving PHI that is Electronic Protected Health Information within 30 days of NaphCare's discovery thereof. The parties acknowledge and agree that this section constitutes notice by NaphCare to Customer of the ongoing occurrence of incidents that may constitute Security Incidents but that are trivial and do not result in unauthorized access, use, or disclosure of PHI that is Electronic Protected Health Information, including without limitation pings and other broadcast attacks on NaphCare's firewall, port scans, unsuccessful log-on attempts, and denials of service, for which no additional notice to Customer shall be required.

7. **Reimbursement; Mitigation.** NaphCare shall reimburse Customer for all reasonable and necessary out-of-pocket costs incurred by Customer to provide required notices of a Breach involving PHI that is Unsecured Protected Health Information, and NaphCare shall take all actions reasonably necessary and cooperate with Customer as reasonably requested to mitigate, to the extent practicable, any harmful effect of such occurrence.

8. **Minimum Necessary.** NaphCare shall request, use, and disclose only the minimum amount of PHI necessary to provide the Services.

9. **Access and Amendment.** With respect to an Individual as to whom NaphCare maintains PHI, NaphCare shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) NaphCare shall direct such Individual to make such request of Customer and (ii) NaphCare shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by NaphCare in a Designated Record Set, to the extent required by HIPAA of a Covered Entity, NaphCare shall (i) make available PHI to Individuals or Customer, as requested by Customer and in accordance with HIPAA, and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

10. **Accounting for Disclosures.** NaphCare shall document all disclosures of PHI by NaphCare and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. NaphCare shall maintain such information for the applicable period set forth in HIPAA. NaphCare shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this BAA and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this BAA.

11. **Additional Restrictions.** If Customer notifies NaphCare that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, NaphCare shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

12. **Audit.** If NaphCare receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that NaphCare make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or NaphCare's compliance with HIPAA, NaphCare promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or NaphCare (which challenge NaphCare shall not be obligated to raise), NaphCare shall comply with such request to the extent required of it by applicable law. Nothing in this BAA shall waive any attorney-client privilege or other privilege applicable to either party.

13. **Remuneration.** NaphCare shall not receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to NaphCare by Customer pursuant to the Services.

14. **Obligations of Customer.** Customer shall (i) notify NaphCare of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect NaphCare's use or disclosure of PHI, (ii) notify NaphCare of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect NaphCare's use or disclosure of PHI, (iii) notify NaphCare of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect NaphCare's use or disclosure of PHI, and (iv) obtain any authorization or consents as may be Required by Law for any of the uses or disclosures of PHI pursuant to the Services.

15. **Term and Termination.** This BAA shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) the expiration or termination of the Agreement or (ii) termination pursuant to this section. Either party may terminate this BAA effective immediately if it determines that the other party has breached a material provision of this BAA and

failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this BAA effective immediately upon written notice to other party.

16. **Effect of Termination**. Upon termination of this BAA, NaphCare shall deliver to Customer the disclosure accounting information as provided in this BAA and (i) if feasible, return to Customer or destroy all PHI that NaphCare maintains in any form and retain no copies of such PHI, or (ii) if return or destruction is not feasible, notify Customer and extend the protections of this BAA to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this BAA and shall be in force as long as any PHI remains in the custody or control of NaphCare.

17. **Miscellaneous**.

17.1 Amendments. This BAA may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to NaphCare, propose to amend this BAA in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless NaphCare rejects such amendment by written notice to Customer within 30 days thereafter, in which case, either party may terminate this BAA by written notice to the other.

17.2 Notices. Notices and reports given under this BAA shall be in writing and sent to NaphCare at Attn: Privacy and Security Officer, NaphCare, Inc., 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216, and to Customer at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the second business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

17.3 Governing Law. This BAA shall be governed and construed under the laws of the state that governs the Agreement, other than its conflicts of laws principles.

17.4 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

17.5 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

17.6 Interpretation. In the event of an inconsistency between the provisions of this BAA and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this BAA are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this BAA shall control.

17.7 Counterparts. This BAA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Such counterparts may be delivered in faxed or scanned electronic form, and each shall be deemed an original.

~~EXHIBIT F-5~~

~~DATA CENTER LOCATIONS~~

~~[MARICOPA COUNTY to provide street addresses for primary data center and secondary data center]~~

EXHIBIT G

DISASTER RECOVERY PLAN AND BUSINESS CONTINUITY PLAN (BCP)

NAPHCARE'S DISASTER RECOVERY
NaphCare will adhere to industry standards and best practices in order to provide a high available fault tolerant solution utilizing the following hardware and software technologies:

- Two (2) Multi-host VMware clusters
- HP SAN technologies for hard drive and controller redundancies
- Microsoft SQL 2008 R2 database mirroring between the production and disaster recovery (DR) server clusters. Mirroring provides a copy of the principal database that can be brought on line in the event of a principal failure.
- Merge Replication provides database scalability to multiple virtual servers at both the production and DR facilities.
- Backup & Transaction based logging to SAN and tape storage media.
- Log shipping to maintain copies of the publication distribution database between the production and recovery server clusters.

Naphcare will require 12-14U of rack space at both the production and disaster recovery facilities to house our server host clusters and SAN equipment.

Disaster Recovery equipment, policies, and processes will conform to Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

Plan Overview
Purpose:
This Business Continuity Plan (BCP) will be updated in response to changes in the business environment. The Information Technology Department will review the plan at least annually.
This document outlines the steps required to operate Information Technology for Maricopa County, Arizona in the event of an unanticipated interruption of normal operations. This document will articulate the triggers for when alternate business processes need to be deployed, the steps to deploy alternate business processes, the methods for verifying that business has been properly restored and ensuring data integrity, and activities for returning to "normal" business processing.
Policy:
This BCP will only be used in situations when it is determined that business impacts and/or business risk requires alternate business processes or locations.
Scope:
This BCP is applicable for the Information Technology Department of NaphCare, Inc. ("NaphCare IT") and Maricopa County's Office of Enterprise Technology ("OET").
Assumptions:
The plan will be implemented if systems are unavailable for 24 hours, and:

- OET will provide rack space at both the primary and disaster recovery ("DR") data centers.
- Data connectivity between the data centers and end-user facilities will be maintained and monitored by OET.
- Secure remote access to both the primary and disaster recovery ("DR") data centers will be provided by OET to NaphCare IT.
- Equipment can be rented or otherwise acquired as needed by NaphCare IT.
- NaphCare IT can restore files from the latest off-site backups.

Disaster Prevention Measures:

- Housing of enterprise server hardware in two (2) separate physical locations.
- Utilization of Microsoft SQL and VMware best practices for providing high availability.
- Hardware system monitoring.
- Backup and recovery procedures.
- System state (server) backup confirmation.
- Automatic fail-over preparedness.

Description of NaphCare Information Technology Department

Location:
NaphCare, Inc.
Information Technology Department
2090 Columbiana Road, Suite 4000
Birmingham, Alabama 35216

Disaster Support Team

Name	*Title*	*Contact Data*	*Description*
Jason Douglas	Vice President of Information Systems	jdouglas@naphcare.com o: 205-536-8445 1-800-771-0315 ext 8445 c: 205-602-3901	Executive
Nathan Newman	Director of TechCare Contract Applications	Nathan.newman@naphcare.com c: 205-527-1175 o: 205-536-8523 1-800-771-0315 ext 8523	TechCare application support
Chris Allen	Software Manager	callen@naphcare.com c: 205-960-1049 o: 205-536-8408 1-800-771-0315 ext 8408	TechCare application support
Charlie Barranco	Implementation Manager	Charlie.barranco@naphcare.com c: 205-475-8302 o: 205-536-8417 1-800-771-0315 ext 8417	TechCare application and hardware support
Scott Wilson	Director of Information Technology – Systems	swilson@naphcare.com o: 205-536-8409 1-800-771-0315 ext	Hardware systems support
Mitzi Shaffield	Coordinator	Mitzi.shaffield@naphcare.com 1-800-771-0315 ext 8530	Communications and administrative support

Activation Triggers:

Action	*Trigger Criteria*
Re-assign workstations to fail-over servers and databases.	• Hardware failure, power or connectivity loss to primary data center.
Use laptops in disconnected mode until connectivity is restored.	• Loss of connectivity from the end-user work location to the main data center and disaster recovery facilities.
TechCare is configured for automatic fail-over. No action required.	• Loss of connectivity to either the main data center or disaster recovery facilities from the end-user work location.
Restore remote access and recover from disk or tape backups	• Data loss at primary data center with NaphCare IT remote access • Data loss at primary data center without NaphCare IT remote access
Restore remote access and recover from disk or tape backups.	• Data loss at primary and disaster recovery facility with NaphCare IT remote access. • Data loss at primary and disaster recovery facility without NaphCare IT remote access

Emergency Identification and Response:

#	*Task*	*Assignment*
1	Facility structural damage assessment	OET and NaphCare IT
2	Connectivity damage assessment	OET
3	Server hardware damage assessment	**OET** ~~NaphCare IT~~
4	Server / workstation communication damage assessment	OET and NaphCare IT
5	Data loss damage assessment	NaphCare IT

Emergency Damage Assessment / Evaluation:

#	*Task* ***(All completed as quickly as possible after authorization to re-enter the damaged structure.)***	*Assignment*
1	Structural – viability or safety of facility working environment for medical, IT and emergency support staff.	OET
2	Connectivity – internal to internal and internal to external data communication using existing or replacement hardware	OET
3	Hardware infrastructure – combination of computer hands-on and remote evaluation (depends upon tasks 1 and 2).	**OET and** NaphCare IT
4	Data loss at the primary data center.	**OET and** NaphCare IT
5	Data loss at primary and disaster recovery facilities.	**OET and** NaphCare IT

Emergency Response Assignments:

#	Tasks	Assignment	Estimated Completion Time	Date/Time Completed
1	Server hardware restoration	**OET** ~~NaphCare IT~~		
2	Server data integrity restoration	NaphCare IT		
3	Workstation restoration / replacement	OET		
4	Communication infrastructure (internal) restoration	OET		
5	Communication infrastructure (external) restoration	OET		

Alternative / Manual Processes:

#	Process Step	Assignment	Estimated Completion Time	Date/Time Completed
1	Point workstations to fail-over servers and databases	~~Multiple~~ **NaphCare and OET**	5 min / per	
2	Use laptops in disconnected mode	~~Staff~~ **NaphCare**	Instantaneous	

Post-Emergency Assignments:

#	Post-Disaster Responsibilities	Assignment	Estimated Completion Time	Date/Time Completed
1	Hardware replacement back-fill	~~Scott Wilson~~ **OET**		

#	Post-Disaster Responsibilities	Assignment	Estimated Completion Time	Date/Time Completed
2	OET best-practice assessment	Nathan Newman		
3	BCP success assessment	Nathan Newman		
4	BCP revision (if necessary)	Jason Douglas		

Returning to Normal Operations:

Operating Dependencies:

Normal operations will resume when the three (3) TechCare segments are permanently in place and in their final location. The server systems will be fully functional. Information entered into TechCare during the temporary period will be consolidated and restored as the contract database version on the server. The workstation computers will be fully functional and installed with the latest TechCare application. The communication routers / hubs / switches will facilitate full communication between all workstations and the server as well as external to internal internet communication for TechCare support.

Steps to Return to Normal Operation:

#	Task
1	Verify server hardware, computer hardware and communication devices.
2	Verify database is synchronized with backups.
3	Confirm TechCare application functionality.

Plan Maintenance Procedures:

Plan Review and Update Process:

The NaphCare, Inc Business Continuity Plan will be maintained routinely and exercised/tested at least annually. Continuity procedures are tested periodically to ensure the effectiveness of the plan. The scope, objective, and measurement criteria will be determined and coordinated by the Jason Douglas on a “per event” basis. The purpose of exercising and testing the plan is to continually refine resumption and recovery procedures to reduce the potential for failure.

Plan Distribution Procedures:

Distribution of the plan is important to ensure continuity and consistency. Formalizing operational practices and procedures in detail helps to eliminate security lapses and oversights, gives new personnel detailed instructions on how to operate equipment or do a particular task, and provides a quality assurance function to help ensure that operations will be performed correctly and efficiently every time

There will be at least three copies of the continuity documentation. One copy will be stored online and be immediately accessible at http://www.naphcareonline.com/IT/user-documents.php. One back up copy will be stored at NaphCare, Inc. corporate headquarters in Birmingham, AL. An additional copy will be made available on the contract site. Other hard

copies of the Continuity Plan will be distributed to the Vice President of Information Systems, Executive Management, and Continuity Team Leaders for safekeeping.

Validation Requirements:

There are two categories of testing: announced and unannounced. In an announced test, personnel are instructed when testing will occur, what the objectives of the test are, and what the scenario will be for the test. Announced testing is helpful for the initial test of procedures. It gives teams the time to prepare for the test and allows them to practice their skills. Once the team has had an opportunity to run through the procedures, practice, and coordinate their skills, unannounced testing may be used to test the completeness of the procedures and sharpen the team's abilities.

Unannounced testing consists of testing without prior notification. The use of unannounced testing is extremely helpful in preparing a team for continuity preparation because it focuses on the adequacy of in-place procedures and the readiness of the team. Unannounced testing, combined with closely monitored restrictions, will help to create a simulated scenario that might exist in a disaster. This more closely measures the teams' ability to function under the pressure and limitations of a disaster. Once it has been determined whether a test will be announced or unannounced, the actual objective(s) of the test must be determined. There are several different types of tests that are useful for measuring different objectives:

- Server data migration and recovery
- Desktop application recovery
- Communication re-routing testing

The VP of Information Systems, Business Continuity Coordinators and onsite Team Leaders will determine end-user participation.

10135 EXHIBIT H

SERVICE LEVEL AGREEMENT

1.0 **OVERVIEW**

1.1 **Service Level Framework for NAPHCARE Performance.**
This Exhibit (10135 Exhibit H, Service Level Agreement) outlines the basic Managed framework for measuring NAPHCARE performance against this Service Level Agreement.

1.2 **Standard Definitions.**
The following definitions relate to this Service Level Agreement and the associated Service Level Metrics detailed in Exhibit A, Pricing; Exhibit B, Scope of Work; Exhibit C, Functional Response Matrix; Exhibit D, Gap Analysis Matrix; Exhibit E, Interface Matrix; and Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

1.2.1 "Availability Percentage" is the percentage of scheduled time the respective production application is available to users during the defined Hours of Operation. Availability percentage is calculated by taking the Planned Minutes Available (PMA) per time period, subtracting Minutes Not Available per period (MNA), and dividing that result by Planned Minutes Available per period.
Equation: Availability% = (PMA per period – MNA per period) / PMA per period.

Example: if the Hours of Operation are 7 days a week, 24 hours a day, and 365 days a year and Maricopa County experienced three (3) hours of unscheduled down time during the month, the mathematical representation would be:
PMA = 730 hours (365 x 24 / 12).
MNA = 3 hours.
Availability % = (PMA – MNA) / PMA = (730 – 3) / 730 = 99.58%

Scheduled outages are documented, approved, planned and scheduled in advance and are not considered MNA for purposes of this calculation. This includes all Scheduled Maintenance Periods. Unavailability caused by components for which Maricopa County is responsible (to be jointly determined and documented) will be considered scheduled outages as well for this calculation. MNA includes unscheduled outages associated with a Critical Issue reported by either party. This excludes incidents not attributable to NAPHCARE and/or causes for which NAPHCARE is not independently accountable.

1.2.2 "Baseline Specification(s)" are jointly determined during user acceptance testing by Maricopa County and NAPHCARE. Baseline Specification determination is an attempt to quantitate System performance from the user's perspective. E.g. A clinical user in a remote clinic during peak system-wide usage may experience a five (5) second Electronic Health Record (eHR) retrieval while a user in a central location may experience sub-second retrieval. Maricopa County expects Baseline Specifications to vary based on, but not limited to, infrastructure, time-of-day, system load, and site location.

1.2.3 "CHS" refers to the Maricopa County's Correctional Health Service.

1.2.4 "Hours of Operation" for CHS are 24 hours a day, 7 days a week, and 365 days a year.

1.2.4.1 "Peak Hours of Operation" for the routine delivery of correctional healthcare are between 6:00 AM to 6:00 PM, Monday through Friday, excluding weekends and Maricopa County holidays. For business critical functions such as intake screening and emergent care, the Peak Hours of Operation are 24 hours a day, 7 days a week, and 365 days a year.

1.2.4.2 "Off Peak Hours of Operation" for the routine delivery of correctional healthcare are all other periods outside of Peak Hours of Operation defined in paragraph 1.2.4. There are no Off Peak Hours of Operation for business critical functions.

1.2.5 "Hours of Availability" for access to the System is twenty-four (24) hours a day, seven (7) days a week, 365 days a year, excluding planned maintenance windows.

1.2.6 "Internal Response Time" is the time between the display of consecutive interactive screens for the System after a production user presses the enter key. Measurement is based on terminal attached transactions excluding any circuit or network latency outside of Maricopa County's primary data center.

Calculation is: (Transactions within Service Level / Total System Transactions) *100

1.2.7 "Issue" is a material deviation of the System to function per its Baseline Specifications (See 1.2.2). An Issue can also be associated with the underlying environment/infrastructure if it is impacting the Environment Metrics. Issues shall be initially classified by the party identifying the Issue in accordance with the Issue Severity definitions defined herein. Resolution of the Issue will proceed in accordance with such classification unless or until Maricopa County revises the Issue Severity level as part of the coordinated effort defined in paragraph 1.2.8

1.2.8 "Issue Severity" is the severity assigned to all Issues and may only be reassigned by Maricopa County. Issue Severity refers to the impact on business processes (See 1.2.8). The term "priority" refers to the order in which Issues are addressed, particularly in resource limited situations when dealing with Issues of equal severity. After initial assignment by the reporting party, a reassignment may be made by a coordinated effort between the Parties based on the definitions of the severities, possible workarounds, and the impact on the functionality. Issues shall be prioritized by Maricopa County. NAPHCARE shall not change an Issue Severity level without the approval of Maricopa County. Issue Severity can be defined as "Critical", "Serious", "Moderate", and "Minor". See Exhibit K, Data Center Operations, Policies, and Processes.

1.2.9 **Issue Severity Definitions**

Severity	Definition
1 - Critical	A problem causing critical impact to the client's business operation, and no workaround is immediately available. Use of the System cannot continue. Resolution efforts begin upon notification and continues until resolved. If resolution requires a software correction, the solution will be expedited and applied once available. Example : The Business is Down and Inoperable
2 - Serious	A problem causing significant impact to the client's business operation, and any workaround is unacceptable on a long term basis. Essential functions of the System are affected such that there is a significant impact to the client's business operations. If resolution requires a software correction, the solution will be expedited and applied once available. Work begins after Severity 1 Issues are resolved. Example: Major Operations of the Business are either Down and Inoperable while some can continue

Severity	Definition
3 - Moderate	A problem that impairs some functionality, but a practical workaround exists such that there is not a material impact to the client's business operations. If resolution requires a software correction, this is fixed in the next release if reported prior to release cut-off date. Example: One or more business processes are impacted, either in timeliness or availability, but the business is operational.
4 - Minor	A problem that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede any functionality. These Issues are generally fixed in next major release if reported prior to release cut-off date. Example: There are some issues with the normal processing, but the business is operational.

1.2.10 "Implementation Date" means the date the System goes into full production and is in use by Maricopa County (after final acceptance of the system).

1.2.11 "Measurement Interval" is the period of time over which a given Service Level Metric is measured for purposes of determining performance. Measurement Interval is monthly unless stated otherwise.

1.2.12 "Minimum Service Level" is the lowest acceptable performance by the NAPHCARE system. Service levels below these minimums may generate a Service Penalty (See 1.2.16).

1.2.13 "Minutes Not Available" (MNA) is the amount of scheduled time the System is unavailable to users during the defined Hours of Operation.

1.2.14 "Planned Minutes Available" (PMA) is the amount of scheduled time the System is available to users during the defined Hours of Operation.

1.2.15 "Scheduled Maintenance Period" is any time when planned maintenance is to be performed on the System. See Exhibit K, Data Center Operations, Policies, and Processes.

1.2.16 "Service Penalty" is a credit of a portion of the monthly fees paid by Maricopa County to NAPHCARE as a result of a failure to achieve the specified Minimum Service Level for a specific Service Metric. Service Penalties, if any, will be calculated by NAPHCARE. A Service Penalty is equal to the ongoing monthly fees multiplied by the Service Penalty % for the respective Service Metric. This amount is issued as a reduction in the next month's fees following the month in which the Minimum Service Level was not achieved. Additional details and limitations on this calculation are defined in paragraph 1.6.

1.2.17 "Service Level" is a target for a specific Service Metric against which NAPHCARE's performance is to be measured and reported. "Service Levels" are the collective set of targets across the respective Service Metric, specifically including the Minimum Service Level.

1.2.18 "Service Metric Year" shall be defined as the twelve (12) month period following the Implementation Date.

1.2.19 "Service Metrics" are the specific units of measure mapping to Maricopa County's business objectives for which Service Levels are established.

1.2.20 "System" is all NAPHCARE application(s) and components (including all interfaces) as described in Exhibit B, Scope of Work and Exhibit E, Interface Matrix.

1.3 Scope of Applicability

1.3.1 The Service Metrics and Levels are applicable to NAPHCARE owned ~~and maintained equipment,~~ software, and all interfaces within the System.

1.3.2 Service Metrics and associated Service Levels apply to the production environment and use of the production System. In the event that a single Issue affects more than one Service Level, only the Service Metric with the highest Service Penalty% will apply with respect to any Service Penalties due Maricopa County. However, other unrelated incidents will be considered as separate events and aggregated with respect to measuring performance against each Service Metric and associated Service Levels.

1.3.3 At the start of the Service Metric Year and every six (6) months thereafter throughout the Term, Maricopa County and NAPHCARE will mutually agree in writing upon a processing schedule that supports Maricopa County's business needs and identifies any times/days where the System and NAPHCARE's services defined herein apply and do not apply, including, but not limited to, Maricopa County special processing periods, holidays, and maintenance windows. As part of this effort, the Applicability Factors (See 1.6.2) set forth in this Exhibit (10135 Exhibit H, Service Level Agreement) for the Service Metrics will also be reviewed. Any adjustment to the Applicability Factors or material impact to changes in the processing calendar will be handled via the change control process

1.3.4 Every effort is to be made by Maricopa County and NAPHCARE to coordinate Scheduled Maintenance Periods at least thirty (30) days in advance. Exceptions to the thirty (30) day notice may be made if situations place the achievement of target Service Metrics and associated Service Levels, and thus System operation, at risk. Any Scheduled Maintenance shall be timed to coincide with times of minimal traffic or use for Maricopa County. NAPHCARE reserves the right to immediately request and institute a Scheduled Maintenance Period at any time of the day if NAPHCARE reasonably determines that a failure to act immediately would lead to significant harm to either NAPHCARE or Maricopa County and Maricopa County has approved such action. Scheduled Maintenance Periods under these circumstances cannot be associated with an Issue or a situation that NAPHCARE could have reasonably been expected to mitigate within NAPHCARE boundaries of responsibility under this agreement. See Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

1.3.5 Maricopa County suspends any specific Service Metric and associated Service Level that will not be met due to Maricopa County failing to perform its responsibilities. NAPHCARE performance against any suspended Service Metric and associated Service Level will be reinstated once remediation by Maricopa County has been completed and accepted as complete. Maricopa County agrees to the same Hours of Availability as specified for NAPHCARE to support effective escalation and not to impede collaboration and support in resolution of Issues affecting Service Metrics and associated Service Levels. If Maricopa County is found to be the source of a System outage, time lost due to the County's actions will be subtracted from the Planned Minutes Available (PMA) and that new total will be used for any periodic metric(s).

1.3.6 Any events or situations affecting the System for which NAPHCARE is not solely responsible will not be counted towards NAPHCARE's ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s).

1.3.7 Once NAPHCARE makes available a fix or correction to remediate an Issue impacting one or more Service Metrics, measurement of NAPHCARE's non-conformance with the respective Service Metric and associated Service Levels being impacted ends, i.e.

the Issue is closed. If, after the application of the fix or correction, and after subsequent additional testing, the Issue is not remediated, NAPHCARE will again be subject to measurement of non-conformance against the Service Metric. Upon notification by Maricopa County to NAPHCARE or acknowledgement by NAPHCARE to Maricopa County of a continued situation, the old Issue is reopened and Issue severity reassessed. The clock on the reopened Issue starts at the previously elapsed time. E.g. on a Critical Issue, 3 hours have elapsed until a fix is installed. Later, perhaps hours or days later, the same Issue reoccurs. The Issue is reopened and the clock begins at 3 hours. In this example, Service Penalties accrue starting one (1) hour after the Issue is reopened if a new fix or correction is not in place. However, none of these situations relieve NAPHCARE from responsibility to support resolution or remediation of a situation if any part of the cause or ability to resolve fall within NAPHCARE's responsibilities as set forth herein.

1.3.8 Service Metrics and associated Service Level calculations will be suspended during an active Force Majeure or when operating the System under a Disaster Recovery scenario. Reporting and calculations will be reinstated once operations resume at the primary Maricopa County data center or a replacement primary site.

1.3.9 The initial Measurement Interval for purposes of calculating Service Penalties begins with the first full month, ninety (90) days after the Implementation Date, however Service Metric and Service Level reporting begins on the Implementation Date. Notwithstanding the absence of Service Penalties during this period, NAPHCARE will continue to remain subject to all its other obligations as set forth in this Exhibit (10135 Exhibit H, Service Level Agreement).

1.4 **Maricopa County Data Center Operations**

1.4.1 Information Technology Architecture ("architecture")

1.4.1.1 Changes to the architecture of NAPHCARE supplied hardware or software that may materially affect Maricopa County's Correctional Health Service ("CHS") delivery of care will conform to the County's Office of Enterprise Technology ("OET") change management procedure (See Exhibit K, Maricopa County Data Center Operations, Policies, and Processes).

1.4.1.2 Maricopa County will work with NAPHCARE to insure seamless support for the System in the event the County institutes an architectural change.

1.4.1.3 Storage Area Network (SAN)

1.4.1.3.1 Sizing

1.4.1.3.1.1 See Exhibit F, TechCare™ Software License, Services, Support and Maintenance Agreement for Maricopa County Correctional Health Service.

1.4.1.3.2 Monitoring

1.4.1.3.2.1 See Exhibit F, TechCare™ Software License, Services, Support and Maintenance Agreement for Maricopa County Correctional Health Service.

1.4.2 Issue Reporting

1.4.2.1 Responsible Parties for Issue Reporting

1.4.2.1.1 NAPHCARE

1.4.2.1.2 Maricopa County

1.4.2.2 Logging Issues

1.4.2.2.1 OET Customer Care Center (602-506-4357). All Issues affecting the production System will be reported to and logged by the OET Customer Care Center.

1.4.2.3 Initial Severity Determination

1.4.2.3.1 Party reporting an Issue shall determine the initial Issue Severity.

1.4.2.4 Reassigning Severity

1.4.2.4.1 Only Maricopa County may reassign Issue Severity.

1.4.2.5 Resolution Workflow

1.4.2.5.1 OET desires to provide the highest level of Issue resolution to all our Customers. In this spirit, OET expects Issue resolution workflow and hours of support to change as the System and Users come on-line.

1.4.2.6 After Hours Support

1.4.2.6.1 See 1.4.2.5.1

1.4.2.7 Auditing of Issue Resolution

1.4.2.7.1 Either Party to this Agreement may request an audit of an Issue's resolution.

1.4.3 HIPAA Data Security (Protected Health Information or "PHI")

1.4.3.1 Encryption of off-site PHI (See Exhibit F, TechCare™ Software License, Services, Support and Maintenance Agreement for Maricopa County Correctional Health Service, Paragraph 2.2.2)

1.4.3.1.1 All PHI, in any machine readable form or format, leaving the custody of a HIPAA Covered Entity shall be encrypted. Specifically, backup disks and/or tapes, escrowed with an outside vendor, must be encrypted.

1.4.3.2 Test Environment

1.4.3.2.1 The CHS Test Environment (see 1.4.6) may contain PHI and will be afforded the same permissions, access rights, and protections as the production System.

1.4.4 Remote Monitoring

1.4.4.1 Remote Monitoring tools must conform to Maricopa County Standards as detailed in Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

1.4.4.2 NAPHCARE will provide complete specifications of any Remote Monitoring tools, if any, before said tools are deployed and allow sufficient time for County representatives to vet such tools for conformance to Maricopa County standards.

1.4.4.3 Monitoring VMware environment

1.4.4.3.1 See Exhibit F, TechCare™ Software License, Services, Support and Maintenance Agreement for Maricopa County Correctional Health Service.

1.4.5 Antivirus Software

1.4.5.1 Antivirus software used on CHS' servers must conform to Maricopa County Standards as detailed in Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

1.4.6 CHS Test Environment ("sandbox")

1.4.6.1 Definitions

1.4.6.1.1 The CHS Test Environment is defined as all infrastructure, hardware, software, and any other devices, policies, and procedures necessary to create and maintain a fully functional environment in which any portion of the TechCare™ application and interfaces may be tested for correct operation. The CHS Test Environment will mirror, ~~as closely as possible~~, the production System (see Exhibit B, Scope of Work, Para. 2.3.2).

1.4.6.2 Maintenance of Test Environment

1.4.6.2.1 See Exhibit F, TechCare™ Software License, Services, Support and Maintenance Agreement for Maricopa County Correctional Health Service.

1.4.6.3 Availability of Test Environment

1.4.6.3.1 Uptime

1.4.6.3.1.1 The Test Environment should be available during Peak Hours of Operation for non-business critical processes as defined in 1.2.4.

1.4.6.3.2 Refresh Intervals

1.4.6.3.2.1 Changes to the Test Environment will be made as needed during the implementation phase of the TechCare Application integration.

1.4.6.4 Updates to Test Environment

1.4.6.4.1 Test Environment data may not necessarily match System data due to irregular periods of unavailability of the Test Environment.

1.4.6.4.2 System must not be impacted in any manner by the Test Environment.

1.4.6.4.3 Sources and destinations of data feeds are expected to change over time as the System is built out.

1.4.6.4.4 Potential Producers / Consumers of health data

1.4.6.4.4.1.1 Maricopa County Public Health

1.4.6.4.4.1.2 Other Arizona Jails

1.4.6.4.4.1.3 Others

1.4.6.4.5 General Consumers of Data

1.4.6.4.5.1.1 See Exhibit E, Interface Matrix

1.4.6.4.6 Live Data Feeds (Universal Data Link "UDL") from MCSO to CHS (one-way feed).

1.4.6.4.6.1.1 See Exhibit E, Interface Matrix

1.4.6.4.7 Nightly FTP (File Transfer Protocol) Data Feeds from MCSO to CHS (one-way feed).

1.4.6.4.7.1.1 See Exhibit E, Interface Matrix

1.4.6.4.8 Refresh Interval(s)

1.4.6.4.8.1 As needed and agreed upon by the Parties.

1.4.6.4.9 Patches and Maintenance Releases

1.4.6.4.9.1 As needed and agreed upon by the Parties.

1.4.7 Change Management

1.4.7.1 Applicability

1.4.7.1.1 Applies to the production System (See Exhibit K, Maricopa County Data Center Operations, Policies, and Processes and Exhibit B, Scope of Work).

1.4.7.1.2 The CHS Test Environment, by its very nature, is not expected to conform to routine change management procedures.

1.4.8 Maintenance of CHS Production Systems

1.4.8.1 Maintenance of Production Environment

1.4.8.1.1 See Exhibit F, TechCare™ Software License, Services, Support and Maintenance Agreement for Maricopa County Correctional Health Service.

1.4.8.2 Availability of Production Environment

1.4.8.2.1 See 1.2.3 and 1.6.

1.4.8.3 Updates to Production Environment

1.4.8.3.1 Data Feeds will be the same as the Test Environment. See 1.4.6.4.

1.4.8.3.2 Refresh Interval(s)

1.4.8.3.2.1 See Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

1.4.8.3.3 Patches and Maintenance Releases

1.4.8.3.3.1 See Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

1.4.9 Physical Access to Maricopa County Data Centers

1.4.9.1 Personnel Background checks will be conducted on all employees/contractors/vendors desiring access to certain Maricopa county facilities and/or data per Exhibit K, Maricopa County Data Center Operations, Policies, and Processes.

1.5 Service Level Agreement (SLA) Management

1.5.1 NAPHCARE shall implement and utilize its current measurement and monitoring methods, tools, and procedures to measure and report NAPHCARE's performance of the Services relative to the applicable Service Levels to the extent necessary to produce a monthly report. Any additional reporting or measurement shall be subject to the change control process.

1.5.2 Maricopa County and NAPHCARE shall be responsible for establishing Baseline Specifications (See 1.2.2) prior to final acceptance in the sandbox demonstrations and/or soft release system setup.

1.5.3 Report(s) required by this Exhibit (10135 Exhibit H, Service Level Agreement) shall be delivered monthly to Maricopa County. The report measures and documents the performance of NAPHCARE's Services relative to the Service Levels and Maricopa County's usage of Services. The report details the Service Metrics relative to the Service Levels, the actual measured level of performance for each Service Metric, and any resulting monthly Service Penalties.

1.5.4 NAPHCARE shall be responsible for measuring Service Levels and calculating appropriate Service Penalties for the parties in accordance with the Service Level Agreement.

1.6 Service Level Metrics

This matrix outlines the specific Service Metrics, the associated Applicability Factors, Service Penalty %, and Minimum Service Levels by which they will be measured. See 1.3.6

1.6.1 Below is the identified Minimum Service Level, Maricopa County would be entitled to the associated percentage of the monthly fees as a Service Penalty against current monthly fees, capped and not to exceed 15% of the quarterly fees for any and all failures during the periods in which NAPHCARE's respective performance was below the Minimum Service Level. In no quarter will the aggregate Service Penalties for all failures be greater than this amount.

1.6.2 **Service Level Matrix**

Service Metric	Applicability Factors	Service Penalty %	Minimum Service Level	Responsible Party
Environment Metrics				
Internal Response Time of System	Internal Response Time	3%	1 second or less average for 95% of transactions	NAPHCARE
Application Metrics				
End User Response Time	End User Response Time	3%	Baseline time (each clinic) or less for 95% of transactions.	NAPHCARE
System Availability	Availability Percentage	5%	Available 99% of the Hours of Operation.	NAPHCARE
Scheduled Down Time		3%	2 hours unless prior approval from Maricopa County (See 1.2.15).	NAPHCARE
Unscheduled Down Time			See Critical and Serious Issue under Response Time Metrics below.	NAPHCARE
Per Issue Response Time Metrics (1, 2)				
Critical	Issue Severity	5%	Begin work on resolution (response time): 1 hour. Status Update: 2 hours by phone. Workaround or Resolution: 4 hours.	NAPHCARE
Serious	Issue Severity	5%	Begin work on resolution (response time): 1 hour. Status Update: 2 hours by phone. Workaround or Resolution: 4 hours for Issues affecting Peak Hours of Operation. Workaround or Resolution: 8 hours for Issues affecting Off Peak Hours of Operations.	NAPHCARE

Service Metric	Applicability Factors	Service Penalty %	Minimum Service Level	Responsible Party
Moderate	Issue Severity	5%	Begin work on resolution (response time): 2 hours. Status Update: 4 hours. Contact at user's discretion. Workaround or Resolution: 24 hours.	NAPHCARE
Minor	Issue Severity	n/a	Workaround or Resolution: five (5) business days.	NAPHCARE
Disaster Recovery Targets				
Recovery Time Objective (RTO)	n/a	8%	Within 1 business day after infrastructure restoration. See Note 3	NAPHCARE
Recovery Point Objective (RPO)	n/a	8%	No loss of Protected Health Information. See Note 4 below.	NAPHCARE & MARICOPA COUNTY
General Metrics: Customer Service				
Average Time on Hold	n/a	1%	One minute or less	NAPHCARE
Call Abandonment Rate	n/a	1%	5% or less; $500 per quarter	NAPHCARE
First Call Resolution (FCR)	n/a	3 %	At least 94% of calls from initiation to resolution completed in under an hour	NAPHCARE

Service Metric	Applicability Factors	Service Penalty %	Minimum Service Level	Responsible Party
User Profile Maintenance Metrics				
User Profile Updates, including creation and modification. Excludes, both in frequency and turnaround requirements, user ID and password resets.	n/a	1%	Within 1 business day of receipt of request	NAPHCARE
User Profile Disabled	n/a	1%	Within two business hours of receipt of request	NAPHCARE
1. Target Customer Status Update Time is as noted or as agreed upon between the parties. Both parties agree that providing status updates is not to take priority over resolving the respective situation if there are competing dependencies. 2. See paragraph ~~1.3.7~~ 3. Disaster Recovery Targets apply after Maricopa County has reestablished, tested, and certified as compliant any infrastructure and System components, including software, that may have been damaged, destroyed, or otherwise affected by an emergency situation. Emergency situations may include, but are not limited to, fires, flooding, loss of HVAC, or any other incident that limits Maricopa County from delivering correctional healthcare services. Maricopa County expects complete and unconditional support from NAPHCARE during any emergency that may materially affect Maricopa County's ability to provide quality correctional healthcare service. 4. Party maintaining backup Protected Health Information (PHI) records must furnish said records (on backup tapes as of 04/10/2012) to the personnel responsible for records restoration prior to any infrastructure rebuild completion. Maricopa County expects PHI records restoration to begin immediately after the System (as defined in this Exhibit) is stable and back online.				

EXHIBIT I

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental 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 (no exceptions): www.gsa.gov

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1. Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2. The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3. The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 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. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

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 coverage.

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 pre-approval in writing from the County Contract Administrator 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. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

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.

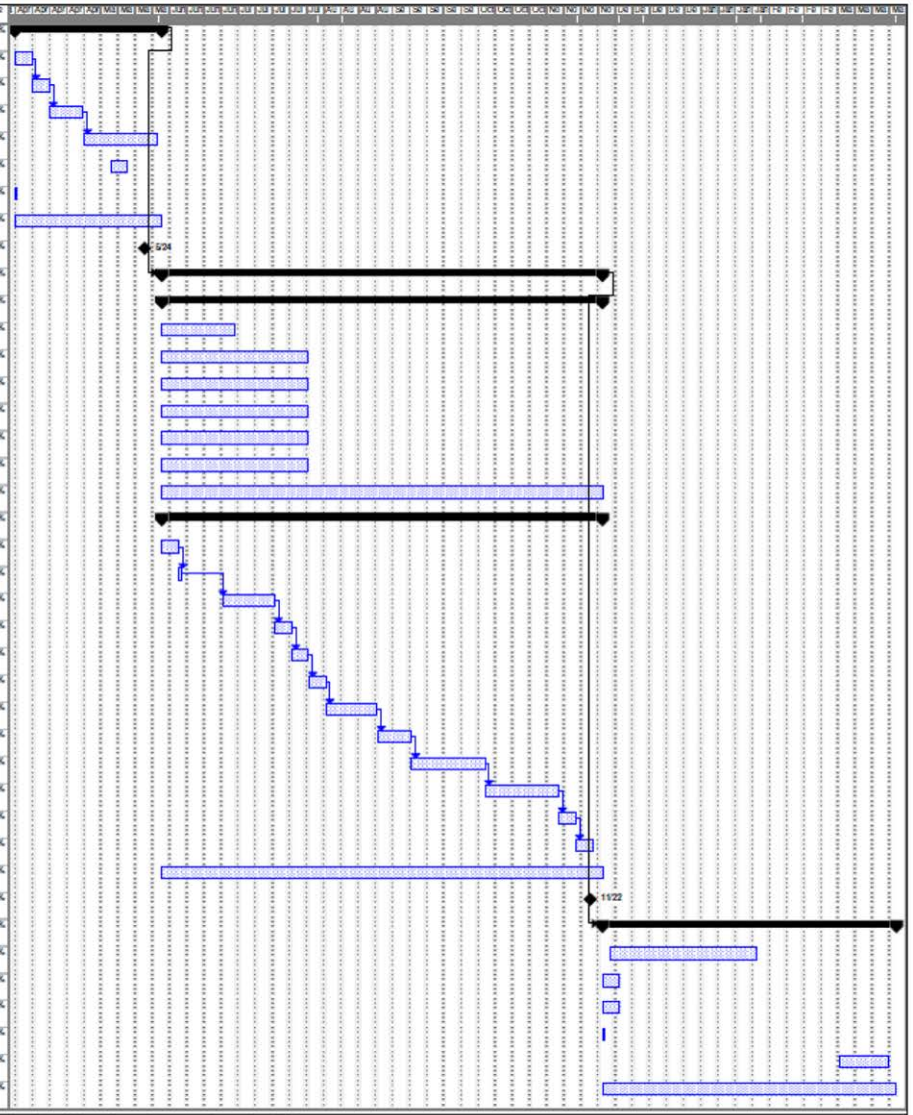
4.5. The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

EXHIBIT J
TRANSITION CHART AND LEADERSHIP TEAM

ID		Task Name	Duration	Start	Finish	% Complete
1		**Phase I - Sandbox and Process Review**	**60 days**	**Sun 4/1/12**	**Wed 5/30/12**	0%
2		Project Kickoff Meeting	7 days	Sun 4/1/12	Sat 4/7/12	0%
3		Schedule weekly progress update meetings	7 days	Sun 4/8/12	Sat 4/14/12	0%
4		Conduct onsite facility tours	14 days	Sun 4/15/12	Sat 4/28/12	0%
5		Configure and deliver sandbox server	30 days	Sun 4/29/12	Mon 5/28/12	0%
6		Install TechCare on designated sandbox workstations	7 days	Thu 5/10/12	Wed 5/16/12	0%
7		Provide standard TechCare manual	1 day	Sun 4/1/12	Sun 4/1/12	0%
8		Obtain CHS forms and workflow documents	60 days	Sun 4/1/12	Wed 5/30/12	0%
9		Phase I Conclusion Meeting	7 days	Thu 5/24/12	Wed 5/30/12	0%
10		**Phase II - Customization and Interfaces**	**180 days**	**Thu 5/31/12**	**Mon 11/26/12**	0%
11		**Interfaces**	**180 days**	**Thu 5/31/12**	**Mon 11/26/12**	0%
12		JMS - (Offender Management System)	30 days	Thu 5/31/12	Fri 6/29/12	0%
13		BioReference HL7*	60 days	Thu 5/31/12	Sun 7/29/12	0%
14		Diamond Pharmacy bridge*	60 days	Thu 5/31/12	Sun 7/29/12	0%
15		Arcadia Radiology*	60 days	Thu 5/31/12	Sun 7/29/12	0%
16		Magellan (Regional Behavioral Health)*	60 days	Thu 5/31/12	Sun 7/29/12	0%
17		MHS (Epic)*	60 days	Thu 5/31/12	Sun 7/29/12	0%
18		Interface Testing and Review	180 days	Thu 5/31/12	Mon 11/26/12	0%
19		**Complete CHS custom workflow and form changes**	**180 days**	**Thu 5/31/12**	**Mon 11/26/12**	0%
20		Booking	7 days	Thu 5/31/12	Wed 6/6/12	0%
21		Configure account and permission groups	1 day	Thu 6/7/12	Thu 6/7/12	0%
22		Pharmacy	21 days	Mon 6/25/12	Sun 7/15/12	0%
23		Mental Health	7 days	Mon 7/16/12	Sun 7/22/12	0%
24		Dental	7 days	Mon 7/23/12	Sun 7/29/12	0%
25		Sick Call	7 days	Mon 7/30/12	Sun 8/5/12	0%
26		Off-site	21 days	Mon 8/6/12	Sun 8/26/12	0%
27		Chronic Care	14 days	Mon 8/27/12	Sun 9/9/12	0%
28		Nursing Protocols	30 days	Mon 9/10/12	Tue 10/9/12	0%
29		Provider Specific	30 days	Wed 10/10/12	Thu 11/8/12	0%
30		Infirmary, Observation and Segregation	7 days	Fri 11/9/12	Thu 11/15/12	0%
31		Transfer and Release	7 days	Fri 11/16/12	Thu 11/22/12	0%
32		Reports	180 days	Thu 5/31/12	Mon 11/26/12	0%
33		Phase II Conclusion Meeting	5 days	Thu 11/22/12	Mon 11/26/12	0%
34		**Phase III - Implementation and Formal Training**	**126 days**	**Tue 11/27/12**	**Tue 3/26/13**	0%
35		Configure and deliver production server equipment	60 days	Fri 11/30/12	Mon 1/28/13	0%
36		Define training and education schedules	7 days	Tue 11/27/12	Mon 12/3/12	0%
37		Designate CHS super user staff members	7 days	Tue 11/27/12	Mon 12/3/12	0%
38		Provide CHS specific TechCare manuals	1 day	Tue 11/27/12	Tue 11/27/12	0%
39		Onsite user training	20 days	Mon 3/4/13	Sat 3/23/13	0%
40		Install TechCare on CHS workstations	120 days	Tue 11/27/12	Tue 3/26/13	0%



**Interface timetable based on vendor cooperation and availability.*

EXHIBIT J

TRANSITION CHARTER AND LEADERSHIP TEAM

Team Member	Contact Information	Role	Professional Summary
Larry Gann, BSN, MSN Vice President of Operations	Phone: 205-458-8567 Fax: 205-458-8596 Email: larry.gann@naphcare.com	Mr. Gann will oversee operational strategies, including recruitment and retention, orientation and training, and ensuring appropriate relations between site health care staff and correctional staff, for the Orange County Correctional Facility.	Larry L. Gann Jr., RN, MSN, MHA is Vice President of Operations for NaphCare. Mr. Gann served as NaphCare's Chief Nursing Officer for the past 3 years. Prior to this assignment, Mr. Gann served as Clark County Detention Center's Health Services Administrator in Las Vegas Nevada for 2 years. Mr. Gann is an experienced troubleshooter and transition manager. He provides oversight for all contracted health care services for NaphCare's client jail facilities. With over 20 years of healthcare experience, he is the corporate liaison for our field based Health Service Administrators and their correctional counterparts. Mr. Gann is a surveyor for the National Commission on Correctional Health Care. He has expertise in the development and oversight of contract management, business development, strategic planning, quality assurance, and utilization management. He oversees operational strategies for all of our health care client facilities, including recruitment and retention, orientation and training, and ensuring appropriate relations between site health care staff and correctional staff.
Jeff McIntyre, RN Assistant Vice President of Clinical Operations	Phone: 205-458-8653 Fax: 205-458-8596 Email: jeff.mcintyre@naphcare.com	Mr. McIntyre's transition duties will include infection control training for new employees, administrative responsibilities, and clinical support for personnel. He will also serve as a corporate liaison for Orange County clinical personnel.	Mr. McIntyre is an innovative professional with 21 years of progressive experience within the healthcare field. He has exceptional leadership, organizational, interpersonal, analytical, and critical problem solving skills. He has built an impeccable history of core values, uncompromised integrity, loyalty, servant leadership, and excellent communication skills while working in the correctional healthcare field. His experience also includes working as a firefighter/EMT, emergency department charge nurse and EMS liaison prior to becoming Health Service Administrator. His clinical and administrative expertise allows him to oversee clinical practices and ensure high quality care at contracted correctional facilities.
Todd Buckelew, RN, BSN Corporate Nurse Manager	Phone: 205-458-8690 Fax: 205-458-8596 Email: todd.buckelew@naphcare.com	Mr. Buckelew will be responsible for training new staff on medical equipment and Policies and Procedures, ordering pharmaceuticals and supplies, and coordinating with healthcare professionals.	Mr. Buckelew is a dedicated correctional healthcare nurse with over 8 years of experience in the correctional and healthcare field. His experience also includes working with patients in hospital settings and working with inmates in correctional settings.
Melody Molinaro, RN Health Services Administrator, Clark County Detention Center	Phone: 702-671-5698 or 5699 Fax: 702-366-0576 Email: rebecca.Molinaro@naphcare.com	Ms. Molinaro's responsibilities will include development of policy and procedure, oversight of clinical orientation, and provision of education resources for staff. Another TechCare™ super user, she will also assist with the training of correctional healthcare staff.	Ms. Molinaro has been a Registered Nurse in the healthcare industry for over 18 years and also has a background in corrections. She has exceptional leadership and management skills. Ms. Molinaro is the current Health Services Administrator of the Clark County Detention Center and is responsible for the medical oversight of the healthcare program throughout the entire facility. Her clinical and administrative expertise allows her to oversee clinical practices and ensure high quality care at this contracted correctional facility.
Matt Ehlers Systems Analyst	Phone: 205-458-8692 Fax: 205-458-8596 Email: mehlers@naphcare.com	Mr. Ehlers will be responsible for coordinating with medical personnel to enhance TechCare ™ and set up all associated logistics to include notebook and desktop computers for contracted correctional facilities. In addition to these responsibilities, he is the corporate liaison for TechCare: end-user support and helps provide training for staff on applications.	With strong interpersonal skills Mr. Ehlers collaborates with all key personnel at correctional facilities and carefully reviews and responds to the unique needs of each contracted facility. His specialized approach allows processes to adhere to correctional standards and significantly limits liability as well as ensures client satisfaction.

EXHIBIT J

TRANSITION TEAM AND LEADERSHIP TEAM

Team Member	Contact Information	Role	Professional Summary
Jason Douglas Vice President of Information Technology	Phone: 205-458-8845 Fax: 205-521-7098 Email: jdouglas@naphcare.com	Mr. Douglas will focus on enhancements, implementations, and maintenance of the EMR system for correctional clients. He will develop the inmate intake for the booking process for the correctional facility and implement the EMR system for inmate information management. Mr. Douglas will also meet with facility administration to design and layout transition strategies, design an interface with the existing management information system, and install the network infrastructure to ensure proper deployment of the system. He will collaborate with all key personnel at the facility, carefully reviewing and responding to the unique needs of each contracted facility. His specialized approach allows processes to adhere to correctional standards and significantly limits liability as well as ensures client satisfaction.	Mr. Douglas is the innovative designer of NaphCare's EMR system, TechCare™. He is responsible for coordinating with medical personnel to enhance the EMR and set up all associated logistics to include notebook and desktop computers for contracted correctional facilities as well as for our corporate office. As the main programmer, he works to improve and streamline efficiencies of the correctional process to offer easy-to-use computerized solutions that meet current and future demands. In addition to these responsibilities, he is the key corporate liaison for the EMR, end-user support, and staff training on applications.
Scott Wilson Director of Information Technology	Phone: 205-458-8609 Fax: 205-521-7087 Email: swilson@naphcare.com	Mr. Wilson will be responsible for developing and implementing strategic direction and managing the daily activities of both the corporate office and contracted facilities' information management systems, local area computer network, telephone systems, voice, video, and data telecommunication systems, internet and intranet systems, and information systems support. With ongoing projects and contract management, he will lead the implementation of systems integration responsibilities in coordination with applicable departments, vendors, and contractors.	Mr. Wilson has over 12 years of experience in the Information Technology field and is responsible for all NaphCare network operations including local-area network and wide-area network infrastructure and management, server management, and end-user support. Mr. Wilson recommends long-range and short-range management information system plans and budgets for the department by being thoroughly familiar with rapid changes in the information technology environment and tailoring those technologies to the needs of the corporation. He is a certified Cisco Network Associate as well as a certified Microsoft Systems Engineer.
Chris Bell Vice President of Business Development	Phone: 205-458-8599 Fax: 205-244-8017 Email: chris.bell naphcare.com	Throughout the transition process, Mr. Bell will remain committed to customer service. His role in transition will be to maintain relationships with facility personnel, ensure that the contract is being managed properly, and communicate the unique needs of the facility to on-site and corporate staff.	Mr. Bell has over 18 years of experience in sales, with 10 years in the healthcare industry. His correctional experience includes developing new business and vendor relations, field sales, account management, market research, advertising, and corporate communications. As the primary sales leader responsible for growing one of the most successful correctional healthcare companies, he promotes NaphCare, Inc. to obtain market dominance. He is a member of the American Jail Association, the National Commission on Correctional Healthcare, and the American Correctional Association.

EXHIBIT K

DATA CENTER OPERATIONS, POLICIES, AND PROCESSES

OET expects guidelines below are followed for all vendors with computing resources located within OET data centers:

#	Guideline Topic	Guideline Details
1	Remote monitoring tool(s)	Systems will utilize OET's current standard for remote monitoring tool(s). The standard may change at OET's direction with appropriate notice to NAPHCARE. These tools include server performance, capacity, and storage metrics.
2	Change control procedure	**NAPHCARE** ~~NAPACARE~~ will adhere to OET's established change management procedure. **NAPHCARE** ~~NAPACARE~~ will attend OET's change control meetings when **NAPHCARE** ~~NAPACARE~~ has a change to the current production environment.
3	Antivirus protection	Systems will receive antivirus protection via OET resources.
4	Backup	OET will install backup agents on servers and include servers in standard backup routine that provides a 12 week backups for disaster recovery purposes.
5	Microsoft Patches	Systems will receive Microsoft patches according to OET's patch management practice and schedule. OET will provide **NAPHCARE** ~~NAPACARE~~ a list of Microsoft patches OET intends to apply during the next scheduled patch window. **NAPHCARE** ~~NAPACARE~~ must respond in writing within one week of the schedule patch window if **NAPHCARE** ~~NAPACARE~~ has any concerns with the planned patches. **NAPHCARE** ~~NAPACARE~~ will test regular monthly Microsoft patches against their application within the own lab more the one week prior to OET's scheduled monthly patch window.
6	Application Patches	**NAPHCARE** ~~NAPACARE~~ will coordinate application patching with OET for scheduling, testing, and following of change control procedure.
7	Data Center Access	**NAPHCARE** ~~NAPACARE~~ will adhere to Maricopa County and OET's physical access policy that governs access into data centers.
8	Remote Access	**NAPHCARE** ~~NAPACARE~~ will adhere to OET's remote access policy to gain access, from outside the County's network, to appropriate servers.
9	Warranty	OET requires a five-year, four hour on-site response, on all mission critical systems, including this one through the use of Hewlett-Packard (HP) Care Packs.
10	Spare parts	OET requires a small selection of commonly needed spare parts for the servers used with critical systems, **including but not limited to Topaz signature pads.**~~including this one. These parts typically include things like power supplies, hard drives, cooling fans, etc.~~

#	Guideline Topic	Guideline Details
11	Test lab	**NAPHCARE** ~~NAPACARE~~ will adhere to OET's multi-tier server/application testing requirements that includes a dedicated test environment, including hardware, for purposes of testing patches, application updates, and training.
~~12~~	~~iLO Advanced~~	~~OET requires the use of HP iLO cards and the associated software with each server to facilitate server administration tasks. NAPACARE will provide the hardware, software licenses, and administrative permissions for OET to use iLO services.~~
13	Server redundancy	All servers will come with standard hardware redundancy including hard drives, cooling fans, network cards, power supplies, etc.

OET will provide copies of policies referenced in the table above upon contract award and request.

EXHIBIT L
OET HIGH-LEVEL APPLICATION AND DATABASE STANDARDS

Enterprise Level Standards

1. Contractor shall deposit the TECHCARE source code into a designated server of a Microsoft Source Control Archive System where versions are maintained.

2. NAPHCARE agrees that Maricopa County Office of Enterprise Technology (OET) will deposit the TECHCARE source code into various archive servers including, but not limited to, Production Servers, Test Servers, and Development Servers.

3. NAPHCARE agrees the TECHCARE product shall be installed in Development, Test, and Production servers.

4. NAPHCARE agrees to provide on-site training of setup, administration, and development of the TECHCARE application and databases for OET staff.

5. NAPHCARE agrees the TECHCARE application shall be in compliance with Maricopa County OET Coding Standards and Guidelines as further defined below:

Database Level Standards

- Relational Database

    1. Microsoft SQL Server version 2008 R2 64 bits

- Connectivity

    1. Protocol: TCP-IP preferred; Named Pipes acceptable

    2. Linked Servers: Seek prior approval from Data Center and Applications management

    3. A Linked server is limited to relational database other than Microsoft SQL server, i.e., Oracle.

- Authentication

    1. Authentication credentials for database access shall be based on Active Directory for all identification using service accounts.

    2. Preferred: Windows Authentication (via Active Directory Groups); Acceptable: Windows Authentication (via individual Domain Accounts for application-access accounts; least acceptable: SQL Server Logins (requires approval by Applications Management)

    3. Authentication at the database level shall be avoided.

- Programming

    1. STORED PROCEDURE: All stored procedures shall be well commented with

        a) Name of Stored Procedure
        b) Description
        c) Incoming Parameters
        d) Outgoing Parameters
        e) Name of Author
        f) Date

g) Naming Conventions
up_Name – utility proc;
ap_Name – application proc; add ins/del/rpt to describe function. Ex ap_rpt_GetAllNames or ap_ins_AddNewRecord
gp_Name – generated proc;

h) Stored Procedures: OET Standard Error Handling logic preferred; Application consistent error handling logic acceptable; A "NO In-stored procedure error handling logic" situation is unacceptable.

VIEWS: All Views shall be well commented with

a. Name of Stored Procedure
b. Description
c. Incoming Parameters
d. Outgoing Parameters
e. Name of Author
f. Date
g. Naming Conventions
h. gvw_TableName – generated all columns in the table; do not modify
i. viw_FunctionalName

TRIGGERS: All triggers shall be well commented with

a. Name of Stored Procedure
b. Description
c. Incoming Parameters
d. Outgoing Parameters
e. Name of Author
f. Date

- Security

1. OET Information Security will perform random penetration and compromise attacks, contractor shall address each breach in writing with a mitigation plan and subsequent execution of the OET approved plan.

2. Database security testing shall be conducted on a monthly basis to ensure the level of database security is maximized. The result shall be provided to OET by NAPHCARE.

- Stress Test

1. The NAPHCARE shall conduct TECHCARE stress testing on the Test Server to analyze its scalability and efficiency levels under heavy loads. NAPHCARE shall inform OET the method of stress test and the results shall be supplied prior to installing on the production server following OET's change control process.

2. Database scheduled stress tests shall be conducted on a quarterly basis. The result shall be provided to OET by NAPHCARE.

- Security

- Patch and Service Pack

1. See Exhibit K.

Application Level Standards

- Consistency
    1. Accessing the Database in the same way for each call
    2. Accessing APIs in the same way for each call
- Testing
    1. QA Test Plans need to be followed and verifiable results made available.
    2. Unit Testing must also be followed and verifiable results made available.
- Documentation
    1. API Documentation needs to be complete and clear.
    2. Integration documentation needs to be complete and clear.
- Application Framework
    1. .NET version 4.0 or greater
    2. .NET C#.
    3. NO Legacy .COM.
- Connectivity to Database
    1. ADO.NET Framework
    2. OLE DB
    3. Entity Framework (EF) 4.0+
    4. Connect, Track, and Close: Database connection established to SQL database shall be re-used within the application instance to minimize impacts to the database server and shall be closed immediately after data is queried.
- Security
    1. Application connected to database shall incorporate security business logic to impede SQL Injection, Cross-Site scripting, Buffer overflows, Denial-of-service attack, and Data Decrypted Robot.
    2. Applications shall be setup, implemented, and tested at the Test server for security level and performance benchmark before being deployed to the production server.
    3. Application authentication shall follow Maricopa County standard.
- Error Trapping
    1. Application is built-in with error trapping and error logged with detailed information including the error source, date time and stack trace to a source that is accessible to OET personnel. Critical

applications are enabled with customized notification system, such as email. Any audit failures shall be immediately corrected by the contractor within a limited time frame.

Documentation Level Standards

- Contractor is liable to provide OET with Application and Database documents including setup, administration, development, deployment, and error trapping as well as error handling.

- Application Documents and its source code shall contain the following:

  1. Version, i.e., v.1.0.1
  2. Date
  3. Name of author
  4. Contact information: email and phone
  5. Source of modification
  6. List of any impacted
     a) database instance
     b) database
     c) tables
     d) fields
     e) stored procedures
     f) views
     g) triggers
     h) Agent jobs
     i) Reports, and
     j) Related systems.

- Database Documents and its source code shall contain

  1. Diagram of relational tables and associated column data type including primary and foreign keys

  2. Description of each Stored Procedure, View, Trigger, Agent Job, Replication, Management plan, Security role, Login group, Login credential, and any other tasks at database level.

     a) Version, i.e., v.1.0.1
     b) Date
     c) Name of author
     d) Contact information
     e) Source of modification
     f) List of related tables and fields

Security Certificate Level Standards (SSL)

1. The NAPHCARE system shall reside in the County's HIPAA-compliant Zone H network segment.

2. NAPHCARE agrees to secure the <u>internal</u> communication channel between datacenter and operating facilities by implementing a county network SSL certificate issued directly from the Enterprise Data Center Service.

NAPHCARE agrees to secure the <u>external</u> communication channel between datacenter and operating facilities by implementing a SSL certificate obtained directly from the Enterprise Data Center Service

EXHIBIT M
CERTIFICATION STATEMENT

NaphCare, Inc. certifies that its product, TechCare, will be fully operational in the virtual environment proposed by Maricopa County. "Fully operational" is inclusive of the TechCare product maintaining the contractually stated availability. The proposed virtual architecture was reviewed and approved by members of NaphCare, Inc. engineering and management teams on December 13th, 2012.

The proposed environment was defined as follows:

1. vSphere 5.1
2. HP DL980 server hardware
3. HP XP24000 Enterprise Storage Hardware or HP 3 PAR Enterprise Storage
4. Microsoft Server 2008 R2
5. Microsoft SQL Server 2008 R2
6. Disaster recovery that spans, via Layer 2, the above systems across two data centers located in different physical locations

NaphCare, Inc. will maintain that all future releases will be certified to operate on Maricopa County's virtual environment throughout future releases.

AMENDMENT TO CONTRACT FOR ELECTRONIC MEDICAL RECORDS FOR CORRECTIONAL HEALTH SERVICES

This Amendment is effective May 23, 2014, and is an amendment to the Contract for Electronic Medical Records for Correctional Health Services between Maricopa County ("County"), a political subdivision of the State of Arizona, and NaphCare, Inc., an Alabama Corporation ("Contractor") for the purchase of an Electronic Medical Records System for Correctional Health Services entered into on March 14, 2012, and amended on April 8, 2013 ("Contract").

WHEREAS, pursuant to Article 5.17 (Amendments) of the above stated Contract, the parties wish to amend the Contract.

NOW THEREFORE, the parties hereby agree to the following provisions:

I. Maintenance Payment Schedule: Execution of this Amendment confirms Years 2-10, where compensation for services shall be paid in quarterly installments payable on the first day of the new quarter in the amounts outlined in Exhibit A and A-1 of the Contract. Quarters are further defined as follows for each year starting January 1st, 2014:

January 1 Quarter 1 Bill Due
- For service provided January 1 – March 31

April 1 Quarter 2 Bill Due
- For service provided April 1 – June 30

July 1 Quarter 3 Bill Due
- For service provided July 1 – September 31

October 1 Quarter 4 Bill Due
- For service provided October 1 – Dec 31

II. For the duration of the Contract, parties agree provision 2.6.1 of Exhibit B of the Contract which states as below is completed no longer in effect and is hereby deleted.

Training Methodology and delivery mode (e.g.: on-site, corporate, online). Include the length and scope of the training classes.

NaphCare believes it is important to provide training at the time of implementation, so NaphCare will begin staff training at this time and shall train staff within 30 days. NaphCare offers over 5,000 hours of one-on-one staff training for the first year, and annual train-the-trainer thereafter. Training shall be done on-site at each individual location: Durango Jail, Estrella Jail, Lower Buckeye, Tents, Towers, 4th Avenue OP, and 4th Avenue Receiving. Training shall continue throughout the contract with annual Super User training workshops.

III. Addition of Exhibits A-1 and A-2 which describes Contractor's remaining work and services to be performed for the County. The items presented in Exhibit A-1 are those items with requirements that NaphCare has all already received or expects in the immediate future. These items will be completed and accepted by Maricopa County at which point payment of holdback in the amount of $130,600 will be due. The items presented in Exhibit A-2 are those items that NaphCare will complete as a part of original requirements at no additional charge, but that information or resources needed to complete these items is not readily available from Maricopa County or its vendors. Parties agree that

except for remaining items in Exhibits A-1 and A-2, work to be performed under the Contract is completed.

IV. Addition of Exhibit B which describes feature requests, additions and cost of same for the duration of the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CONTRACTOR

AUTHORIZED SIGNATURE

James S. McLane, Chief Executive Officer
PRINTED NAME AND TITLE

2090 Columbiana Road, Suite 4000
Birmingham, Alabama 35216
ADDRESS

MARICOPA COUNTY

Wes Baysinger, Chief Procurement Officer
OFFICE OF PROCUREMENT SERVICES

5/23/14
DATE

Tom Tegeler, Director
CORRECTIONAL HEALTH SERVICES

5/21/14
DATE

2.5.2 Plan Progress Charts: The plan must include your project approach including WBS, resourcing and Gant charts that reflect the proposed schedule and all major milestones.

Please see Transition Chart and Leadership Team in Exhibit J. Shall be updated upon award of contract.

2.5.2.1 Please include an estimate of your current monthly implementation capacity.

NaphCare is currently providing implementation services for the Florida Department of Juvenile Justice (FL DJJ).

2.5.2.2 Please include the number of active and planned implementations in progress.

Naphcare is currently in the customization phase with the Florida Department of Juvenile Justice.

2.5.2.3 Please include the number of pending implementations based on the availability of company resources. Also include what, if any, subcontractors or consultants are used to fill this capacity.

No current pending.

2.6 TRAINING PLAN:

The Offeror must include a Training Plan and Sample Training and User Guides. Materials must be modifiable by the subscriber and the subscriber must be licensed to reproduce them as needed for the life of the contract. Materials and information provided should include the following:

The following is our Training Plan:

NaphCare's Vice President of Jail Operations, Larry Gann, RN, as well as a team of nurse managers shall provide over 5,000 hours of training on the TechCare™ system. ***TechCare™ shall be operational beginning day one.*** *Timing, type, and length of courses shall depend on MCSO requirements.*

Our training methods (manuals, classes, hands-on demonstrations) shall ensure that CHS staff will be able to take advantage of the power and functions of our system. During training, NaphCare staff shall be available on-site to guide users through the process and to answer any questions. Our training program will assist system administrators, managers, end-users, and technical support staff. Self-paced online training is also available.

For each system, training topics include but are not limited to:

- *Report creation, storage, and retrieval*
- *System backup, disaster recovery, and file restoration*
- *Preventative maintenance*
- *Workstation navigation*
- *Application functionality*
- *Interfaces*
- *System file maintenance*
- *Troubleshooting*

2.6.1 ~~Training Methodology and delivery mode (e.g.: on-site, corporate, online). Include the length and scope of the training classes.~~

~~*Napheare believes it is important to provide training at the time of implementation, so Napheare will begin staff training at this time and shall train staff within 30 days. Napheare offers over 5,000 hours of one-on-one staff training for the first year, and annual train the trainer thereafter. Training shall be done on-site at each individual*~~

~~*location: Durango Jail, Estrella Jail, Lower Buckeye, Tents, Towers, 4th Avenue OP, and 4th Avenue Receiving. Training shall continue throughout the contract with annual Super User training workshops.*~~

2.6.2 Description of minimum computer skills needed for users and any pre-training assessments.

The basics of the Windows Graphical User Interface:

- *Employees should have a basic familiarity with the use of the standard pull-down menus accessed from the bar at the top of the screen, particularly the ones most commonly used in all programs that run under Windows: File, Edit, and View.*
- *They should know which functions typically are found in these menus, such as: "New," "Open," "Save," "Save as," and "Print" in the File menu; "Copy," "Paste," etc. in the Edit menu.*
- *They should know where to locate Help information in Windows applications.*
- *Employees also should be familiar with the functions of the buttons that minimize, maximize, and close the "windows" they have opened.*
- *They should know how to run multiple applications simultaneously.*
- *They should know how to copy, cut, and paste text from one application to another.*
- *They should be aware that options for customizing the screen in Windows and applications that they regularly use exist, and how to access them.*
- *recognize .pdf files that they find on the Web as files which they must view using Adobe Acrobat Reader software.*
- *Employees should know how to use an e-mail program. They should be able to:*
    - *open an e-mail program;*
    - *write, edit, and spell-check an e-mail message;*
    - *address and send the message;*
    - *find, open, read, save, print and delete any e-mail messages they receive.*
    - *attach a file to an e-mail message and send it.*

2.6.3 Online, on-demand/self-service modules description and access to online training demonstration (if available).

NaphCare shall provide WEBEX consultations.

2.6.4 Training curriculum must be stated by job category or role (list each job category or role included in your training - physician, nurses, front and back office support staff, etc.)

Naphcare shall develop specific training curriculum upon contract award. Naphcare shall develop and provide specific training materials. The curriculum and materials shall be updated as needed to reflect any updates and changes to the system.

2.6.5 Training strategy for the following scenarios:

2.6.5.1 A medium practice with 6-50 users per practice.

Naphcare shall develop specific training curriculum upon contract award.

2.6.5.2 Practitioners operating in the field and away from a traditional clinic setting (e.g.: Registry staff).

Naphcare shall develop specific training curriculum upon contract award.

EXHIBIT A-1

REMAINING WORK, SERVICES AND COSTS

Maricopa County Item #	NaphCare Item #	Functional Section	Description	Time Estimate/Notes
41	IT007511	CIWA/COW/CIWA- b Scoring - Requirement from 2.4.8	Implement the scoring system for CIWA's/COW's/ETOH.	NaphCare is unable to provide a valid estimate prior to detailed requirements being provided
63	IT007263	Requirement from 6.16.2	Add DSM-V codes along with ICD-9/10 codes to the "Add Diagnosis" text box.	Item is complete, pending approval from Maricopa County
71	IT007538	Requirement from 6.11	Med Verification. Allow searches / reports based on Classes of drugs (See REPORTS)	Item is complete, pending approval from Maricopa County
87	IT007987	Reports - Requirement from 2.2.8	NaphCare to assist in the setup of the SQL reporting server so that SQL Reporting Services can be used directly by Maricopa County	10 hours following proper provision and setup of SQL Server by OET.
100	IT007540	Suicide Watch/Restraints - Requirement from 2.2.8	Add feature to track the number of times suicide watch or restraints have been renewed.	NaphCare is unable to provide a valid estimate prior to detailed requirements being provided
152	IT007541	Merging Patient Records - Requirement from Exhibit C, Line 324	Merge patient records from previous bookings	10 hours
192	IT007543	Interface	Provide Booking Information to Mercy Maricopa/Replace Magellan	Work is in progress and NaphCare is currently unable to estimate the number of hours remaining.
209	IT007988	Training - Requirement from 2.6.1	User Training Guide	48 hours

Exhibit A-2

Maricopa County Item #	NaphCare Item #	Functional Section	Description	Time Estimate/Notes
25/95	IT007506	Locations - Requirement from 2.2.3	LBJF-P, LBJF-I, Intake, 4th Ave should be separated out	Following the provision of SQL servers by OET, NaphCare would require 5-10 hours to enable functionality.
48	IT007515	Sick Call Management - Requirement from 2.3.5	Add E/M codes, need for statistical reporting and billing.	Following Maricopa County's requirements, NaphCare estimates 100 hours to complete this request
50	IT007531	Interfaces - Requirement from 2.5.1.5, part of Phase 2 Deliverables	Add interfaces for HINAZ, Arcadia, TD Synergy (Public Health labs)	Following vendors availability to complete interface, NaphCare estimates that each interface would take 50-75 hours to implement.
61	IT007532	Requirement from 6.15.25	Finance Queue for after approval / Billing Module	Following Maricopa County's requirements, NaphCare estimates 100 hours to complete this request
62	IT007533	Requirement from 6.15.7	Add the ability to email and fax attachments to the off-site facility.	Following the provision of email and fax capability by OET, NaphCare would require up to 200 hours to enable this functionality.
64	IT007534	Requirement from 6.26.2 Requirement from 6.32.5.1	Drug par levels & Inventory Management and Reporting	Due to the possible complexity of this requirement and pending Maricopa County's requirements, NaphCare is unable to estimate this item.
88	IT007539	Reports - Requirement from 2.2.8	Custom Reporting Tool	1000 hours
92	IT007539	Training - Reports - Requirement from 2.6.1	Training on Custom Reporting Tool	40 hours
156	IT007539	Reports - Requirement from 2.2.8	Add filters to the Sick Call Completed Report so information can be captured for the Refusals of the Appointment Type "Psychiatric Medication Management"	Will be achieve with item 88's completion
N/A	N/A	Custom Reports	All reports with defined requirements submitted to NaphCare	Will be completed as submitted

EXHIBIT B

FEATURE REQUESTS, ADDITIONS AND COSTS

I. Feature Request Process

a. Feature Requests will be submitted to Contractor by County via email to helpdesk@naphcare.com.
b. Contractor and CHS representatives designated by CHS Medical Director and Correctional Health Services e-HR PM shall hold monthly meetings to review all open Feature Requests.
c. Contractor and CHS Medical Director and CHS e-HR PM or their designee shall mutually grant implementation (approve) or deny implementation of each Feature Request.
d. CHS Medical Director or their designee shall determine the priority of each approved Feature Request.
e. Contractor shall commence work on all approved Feature Requests and shall provide automated reports to the CHS Medical Director and CHS e-HR PM or their designee via electronic mail on a recurring basis and each report shall include the Feature Request, its status, the hours worked to date and the estimate hours needed for completion of the Feature Request.

II. Implementation Process of Approved Feature Requests

a. Approved Feature Requests shall be assigned to Contractor's developers.
b. Contractor's developers shall update internal documentation as to the progress of the implementation of the Approved Feature Request.
c. Following implementation of the Approved Feature Request, it shall be made available to County through the sandbox/test environment.
d. Following any changes to the implemented Feature Request, Contractor shall provide an acceptance document to the CHS Medical Director and CHS e-HR PM or their designee seeking approval of the Implemented Feature Request.
e. Upon approval of the Implemented Feature Request, it shall then be added to the deployment cycle for the TechCare application.

III. Cost of Feature Requests

a. All Contractor's work on Feature Requests, regardless of status (approved/disapproved, implemented/not implemented) shall be billed to County at an hourly rate of $180.
b. Contractor shall invoice County on a quarterly basis and payment is due in full within 30 days of the date of invoice.
c. Contractor's invoices to the County shall include time logs for each Feature Request and the exact hours worked. Additional details of billable hours can be requested and provided within 15 days of request.

IV. Contact and Communication

a. Contractor shall directly interface with the CHS Medical Director ad CHS e-HR PM or their designee on all Feature Requests and their implementation.
b. Contractor's and CHS Medical Director's Monthly Meetings for update and review of all Feature Requests shall occur and follow a schedule mutually agreeable to both parties.

THIRD AMENDMENT TO CONTRACT FOR ELECTRONIC MEDICAL RECORDS FOR CORRECTIONAL HEALTH SERVICES

This Agreement is effective August 1, 2015, and is an Amendment to the Contract for Electronic Medical Records for Correctional Health Services between Maricopa County ("County"), a political subdivision of the State of Arizona, and NaphCare, Inc., an Alabama Corporation ("Contractor") for the purchase of an Electronic Medical Records System for Correctional Health Services entered into on March 14, 2012, and amended on April 8, 2013.

WHEREAS, other governmental entities are allowed to purchase from this contract; and

WHEREAS, The Superior Court of Arizona in Maricopa County (SUPERIOR COURT) desires to obtain and utilize computer software to assist, streamline and facilitate the delivery and administration of juvenile healthcare services in SUPERIOR COURT's different clinical facilities to a single electronic health record (EHR) system; and

WHEREAS, pursuant to Article 5.17 (Amendments) of the above stated Contract, the parties wish to amend the Contract.

NOW THEREFORE, the parties hereby agree to the following provisions:

I. SUPERIOR COURT is purchasing additional services from the Contract from Contractor.

II. Addition of Exhibit SUPERIOR COURT, TechCare™ Software License, Services, Support and Maintenance Agreement for the Superior Court of Arizona in Maricopa County, and the following Exhibits:
   a. Addition of Exhibit SUPERIOR COURT-1 – License Terms
   b. Addition of Exhibit SUPERIOR COURT-2 – Hardware, Third Party Software Licenses and Additional Technical Specifications
   c. Addition of Exhibit SUPERIOR COURT-3 – Support Information
   d. Addition of Exhibit SUPERIOR COURT-4 – Data Center and Facilities location(s)
   e. Addition of Exhibit SUPERIOR COURT-5 – Business Associate Agreement (BAA)
   f. Addition of Exhibit SUPERIOR COURT-6 – Superior Court Payment Schedule

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CONTRACTOR

AUTHORIZED SIGNATURE

James S. McLane, Chief Executive Officer
PRINTED NAME AND TITLE

2090 Columbiana Road, Suite 4000
Birmingham, Alabama 35216
ADDRESS

MARICOPA COUNTY

Wes Baysinger, Chief Procurement Officer
OFFICE OF PROCUREMENT SERVICES

8/24/15
DATE

David Stevens, Chief Information Officer
OFFICE OF ENTERPRISE TECHNOLOGY

8/13/15
DATE

Tom Tegeler, Director Jeff Alvarez
CORRECTIONAL HEALTH SERVICES

8-21-15
DATE

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

Janet E Barton
AUTHORIZED SIGNATURE

Janet E. Barton
PRINTED NAME AND TITLE

Presiding Judge

ADDRESS

8-21-15
DATE

EXHIBIT SUPERIOR COURT

TECHCARE™ SOFTWARE LICENSE, SERVICES, SUPPORT AND MAINTENANCE AGREEMENT FOR THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

THIS AGREEMENT, by and between the Superior Court of Arizona in Maricopa County (hereinafter referred to as the "SUPERIOR COURT"), and NaphCare, Inc., an Alabama corporation, (hereinafter referred to as "NaphCare"), is entered into and effective as of the 1st day of August, 2015, (the "Effective Date").

WHEREAS, SUPERIOR COURT desires to obtain and utilize computer software to assist, streamline and facilitate the delivery and administration of juvenile healthcare services at the Durango Juvenile Detention Facility and the Southeast Juvenile Detention Facility to a single electronic health record (EHR) system; and

WHEREAS, NaphCare is in the business of providing correctional health care products and services and desires to provide SUPERIOR COURT with a non-exclusive, non-transferable, limited license to use its TechCare™ computer program as well as provide certain computer hardware and/or equipment and installation and technical support services under the terms and conditions set forth herein in order to attempt to facilitate the aforementioned objectives of SUPERIOR COURT.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICES, SUPPORT AND MAINTENANCE

1.1 General Engagement. SUPERIOR COURT hereby contracts with NaphCare to provide for a non-exclusive, non-transferable, limited license to use the Software and certain services as set forth herein:

1.1.11. "Software" has the meaning ascribed in the License Terms and Conditions attached hereto as Exhibit SUPERIOR COURT-1 (the "License Terms"), which is incorporated herein.

1.1.12. "Facilities" means the clinics and detention facilities operated by SUPERIOR COURT.

1.1.13. License: NaphCare hereby grants SUPERIOR COURT a non-exclusive, non-transferable, limited license to use the Software for the term of this Agreement according to the terms hereof and the License Terms.

1.1.14. Computer Hardware and Equipment: **Naphcare will be given remote access to manage, monitor, and upgrade the application.**

1.1.15. Technical Support and Training: NaphCare shall provide initial training and technical support for the use of the Software on-site for SUPERIOR COURT's employees at the time of installation and set-up as follows:

a) On-site pre go-live training by one clinician will be offered in a classroom setting for four (4) days or up to a total of thirty-two (32) hours.
b) On-site training and go-live support will be offered by one clinician and one software support analyst for one week or up to a total of eighty (80) hours total (i.e., 40 hours for clinician or 40 hours for analyst).

Further technical support shall be by telephone, internet or other electronic means and provided by NaphCare Monday-Friday, from 8:00 a.m. to 3:00 p.m. MST. Said support shall be offered via a live ("human") representative during normal business hours cited above and emergency or other technical support will be provided after the hours cited above by NaphCare. Said services are available by contacting the Technical Service Support Line listed in Exhibit SUPERIOR COURT-3.

1.1.16. Service and Support Process: Upon execution of this Agreement, NaphCare shall include and make available specific NaphCare technical support contact information outlining specific phone numbers, e-mail addresses and/or other contact information related to contacting NaphCare's technical support team member as it relates service and support matters and said information will be included herein as Exhibit SUPERIOR COURT-3.

1.1.17. Integration of Forms; Data Interfaces: NaphCare shall assist SUPERIOR COURT with integration of medical protocol forms into the Software. SUPERIOR COURT and NaphCare will cooperate to develop and implement automated communication mechanism by which the Software accesses and/or acquires data from other databases, systems, or services ("Interfaces"). To the extent that Interfaces are implemented for third-party systems, SUPERIOR COURT shall be solely responsible for securing all necessary rights to create such Interfaces and to use data therefrom, and SUPERIOR COURT warrants that all such rights will have been obtained. Furthermore, SUPERIOR COURT shall be solely liable for any and all necessary third-party interface fees and costs.

1.1.18. Updates: NaphCare shall provide SUPERIOR COURT with periodic updates during the term of this Agreement for licensed copies of the Software in the event that NaphCare, in its sole discretion, decides to update the Software.

1.1.19. Consultation and Maintenance: During the term of this Agreement, NaphCare shall provide consultation and advice regarding creating, maintaining and utilizing electronic medical records and shall consult with SUPERIOR COURT on a weekly basis during the first three months of implementation and on a quarterly basis thereafter regarding best use and practices with regard to the products and services provided by NaphCare hereunder. General maintenance on the Software and/or system shall occur as necessary and determined by NaphCare. NaphCare shall advise SUPERIOR COURT when any such updated release of the Software is available or has been delivered to SUPERIOR COURT's test environment, as the case may be, and SUPERIOR COURT shall make its qualified personnel available and use reasonable efforts to assist with such updates as may be requested from time to time by NaphCare.

1.1.20. Technical Specifications: NaphCare will work solely with Court Technology Services (CTS) on technical server and connectivity aspects. For further details, see Exhibit SUPERIOR COURT-2.

1.1.21. Termination/Discontinuation: Upon termination of this Agreement, NaphCare shall provide SUPERIOR COURT with a stand-alone program providing the means solely to continue access to the medical records created and stored during the term of this Agreement in a "read-only" format. NaphCare shall not be responsible for maintaining server and/or upkeep of operating system upon termination. SUPERIOR COURT shall be responsible for same.

ARTICLE 2: SUPERIOR COURT'S RESPONSIBILITIES

2.1 SUPERIOR COURT's Representations and Warranties: SUPERIOR COURT represents and warrants and NaphCare is reliant upon, the following promises:

2.1.1 Sole Use: SUPERIOR COURT represents and warrants that its license and operation of the Software is for its sole use, and SUPERIOR COURT will not allow any third party, including but not limited to other state or local governments, municipalities, agencies, individuals or entities access to the Software without obtaining prior authorization from NaphCare and executing a confidentiality agreement with such third party. **The exception to this agreement would be contract employees working at SUPERIOR COURT.**

2.1.2 Intent to Cooperate: Both NaphCare and the SUPERIOR COURT hereby acknowledge that successful implementation of the Software pursuant to this Agreement shall require their full and mutual good faith cooperation, and both parties acknowledge that each of them shall timely fulfill its responsibilities, including but not limited to those set forth herein. SUPERIOR COURT shall

provide uninhibited access to Software Database Servers at all times. NaphCare shall have a single point of contact with the following departments as follows:

a) Interfaces:
   i). Juvenile Tracking & Demographics System - CTS

   ii). Lab/Diagnostics – Current Vendor

   iii). Pharmacy – Current Vendor

b) Server Infrastructure - CTS
c) Clinical Application Customization, Testing, Approval - Juvenile Medical Director

The parties hereby agree that the workmanship/capability of a bidirectional interface is contingent upon the efforts and capabilities of participating parties. Notwithstanding same, NaphCare shall not be held responsible, nor shall payment be delayed to NaphCare, for any deficiency and/or delay of any third-party software system(s)/interface(s).

2.1.3 Confidentiality and Privacy: Both NaphCare and SUPERIOR COURT represents and warrants that it has in place policies and procedures to maintain, at all times, confidentiality and privacy of patient records and information as well as the Software itself and all operation and training manuals or documents.

2.1.4 Understanding of Intent of the Software: SUPERIOR COURT acknowledges and understands that the Software is being used for an intended purpose and goal, specifically to facilitate the delivery and administration of healthcare services in SUPERIOR COURT's correctional system; however, SUPERIOR COURT further acknowledges and understands that NaphCare cannot and does not guarantee that such intended purpose and goal will be met by the Software and that other methods and services currently in place or contemplated to be put into place must also work independently and in tandem to achieve success. SUPERIOR COURT acknowledges and understands, and shall communicate to each user of the Software, that the Software is a support tool only and expressly is not to be relied upon as a sole source of information in connection with medical advice or the provision of medical services.

2.2 SUPERIOR COURT Obligations:

2.2.1 Server Operation and Maintenance: SUPERIOR COURT, , shall be solely responsible for supplying, owning, operating, and maintaining the Hardware and other hardware and equipment, such as scanners and computers, at SUPERIOR COURT's expense. SUPERIOR COURT shall be responsible for the location and operation of the Hardware, including, without limitation, electrical power availability, backup, environmental controls (including humidity and temperature settings) and all other physical aspects in accordance with manufacturers' recommendations and industry standards.

2.2.1 Security and Backup: SUPERIOR COURT shall be solely responsible for all aspects of server and data security, user names, passwords and all on-site medical records, whether stored electronically or otherwise, including privacy restrictions and regulations as well as the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, each as amended from time to time ("HIPAA"). SUPERIOR COURT shall be solely responsible for the remote access of the server and electronic medical records by anyone on behalf of SUPERIOR COURT or any other authorized or unauthorized user other than NaphCare's access thereof in the performance of its obligations under this Agreement. SUPERIOR COURT shall be solely responsible for regular on-site backup as well as transmitting electronic medical records and data to SUPERIOR COURT's designated off-site back-up/storage, if any.

2.2.2 Form and Accuracy: SUPERIOR COURT shall be responsible for the form, contents, accuracy and completeness of medical records, coding and billing stored or transmitted through the server and system.

2.2.3 Software License Terms and Conditions: SUPERIOR COURT shall comply fully with the License Terms.

2.2.4 Medical Care, Diagnoses, Treatment: SUPERIOR COURT shall be solely responsible for all medical care, treatment, diagnosis and dispensing of pharmaceuticals with regard to each facility it operates. NaphCare shall not be responsible for any obligation or duty named above as an obligation of SUPERIOR COURT or any other obligation or duty not expressly set forth in this Agreement.

2.3 Payment:

2.3.1 License Fee: SUPERIOR COURT agrees to pay NaphCare during the term of this Agreement, as consideration for the license granted and the services to be provided pursuant to this Agreement, the fees and expenses set forth in EXHIBIT SUPERIOR COURT-6.

As consideration for performance of the duties described herein, SUPERIOR COURT shall pay Contractor the sum(s) stated in EXHIBIT SUPERIOR COURT-6.

(1) The first year of Payment for service shall be paid immediately upon amendment execution and prior to work commencement at the eighty (80%) level. The twenty (20%) holdback shall be paid after the final acceptance of the system is complete, including the thirty (30) day acceptance period after go-live.

(2) Payment for Professional Services in the first year shall be invoiced as follows and payable within 30 days of invoice (See EXHIBIT SUPERIOR COURT-6 for Payment Schedule):

- Amendment Execution
  - Cost - $150,000.00 - $30,000.00 holdback = $120,000.00

- Final Acceptance and Substantial completion of the system including the thirty (30) day acceptance period after go-live, payment of holdback.
  - Cost - $30,000.00 holdback

(3) On-going maintenance, service shall be paid in quarterly installments payable on the first day of the new quarter which shall be based on the calendar year in conjunction with invoicing of the parent contract.
  - Cost - $90,000.00 annually with 3.5% annual increase

(4) NaphCare shall not be held responsible and payment, including holdback provisions, shall not be withheld for the delay, noncooperation, nonperformance, inability or noncompliance of the SUPERIOR COURT or third party vendors as it relates to services and features NaphCare agrees to provide under this agreement. This includes, but is not limited to, provided customizations or interfaces that rely on external systems managed by the SUPERIOR COURT or third party vendors. If the Superior Court delays implementing a service or feature, such as the "Juvenile Tracking & Demographics System" NaphCare will provide the service or feature at a later date during the course of this agreement or any renewals hereof.

ARTICLE 3: TERM OF AGREEMENT

3.1 Term: The term of the resultant contract shall be effective the date specified on the Signature page and shall remain in effect for the specified date, unless terminated, cancelled, or extended as otherwise provided herein.

ARTICLE 4. MISCELLANEOUS

4.1 Independent Contractor Status: The parties hereto acknowledge that NaphCare is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create, an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

4.2 Compliance with the Law: Each party hereto shall comply with all applicable local, state, and federal laws that may bear on their respective obligations hereunder.

4.3 Notice: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

NaphCare: James S. McLane
Chief Executive Officer
NaphCare, Inc.
2090 Columbiana Road, Suite 4000
Birmingham, Alabama 35216

Superior Court: Superior Court of Arizona in Maricopa County
Contracts Department
201 West Jefferson CCB-LL
Phoenix, Arizona 85003-2494

Notices shall be effective upon receipt.

4.4 Insurance: NaphCare's insurance requirements applicable to the main Contract shall also be applicable to SUPERIOR COURT. However, there shall be no requirement to provide a performance bond for this agreement.

4.5 Governing Law: This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Arizona, without giving effect to the principles governing conflicts of law.

4.6 Amendment: This Agreement may be amended or revised only in writing and signed by both parties.

4.7 No Assignment: Neither this Agreement or any interest in this Agreement may be assigned by SUPERIOR COURT without the prior express written approval of NaphCare.

4.8 Waiver of Breach: The waiver by either party hereto of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

4.9 Severability: In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

4.10 Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties related to the software license, support and maintenance of same.

4.11 Construction: No rule of strict construction shall apply against or in favor of either party hereto in the interpretation or construction of this Agreement.

4.12 Force Majeure: Neither party hereto shall be held responsible for any delay or failure in performance, other than payment obligations, to the extent that such delay or failure is caused by fire, riot, flood,

explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond the party's control.

4.13 Survival: The provisions of this Agreement pertaining to the obligation to pay for services rendered pursuant to this Agreement shall survive the termination of this Agreement.

4.14 Business Associate Relationship: Because NaphCare in the course of performing its obligations under this Agreement may receive, create, or have access to protected health information (as defined under HIPAA) subject to the provisions HIPAA, the parties are executing simultaneous herewith a Business Associate Agreement in the form attached hereto as SUPERIOR COURT-5 (the "BAA").

4.15 Confidentiality: It is understood that in the course of the engagement established under this Agreement, each party hereto may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, whether or not marked or stamped as confidential, that is not generally available to the public (hereinafter referred to as "Confidential Information"). For purposes of this Agreement, however, the term "Confidential Information" specifically shall not include any portion of the foregoing that (i) was in the recipient's possession or knowledge at the time of disclosure and that was not acquired directly or indirectly from the other party, (ii) was disclosed to the recipient by a third party not having an obligation of confidence of the information to any person or body of which the recipient knew or which, under the circumstances, the recipient reasonably should have assumed to exist, or (iii) is or, other than by the act or omission of the recipient, becomes a part of the public domain not under seal by a court of competent jurisdiction, and the term "Confidential Information" specifically shall not include protected health information (as defined under HIPAA) because such information is subject to the provisions of the BAA. No combination of information will be deemed to be within any of the foregoing exceptions, regardless whether the component parts of the combination are within one or more exceptions. Without limiting any other provisions of this Agreement or granting by implication any rights with respect to any particular item, and whether or not otherwise meeting the criteria described herein, the following shall be deemed conclusively to be Confidential Information: (i) all information that is a trade secret of a party pursuant to applicable law; and (ii) to the extent not generally known to the public, all data, documents, flow charts, logic diagrams, design concepts, technical information, processes, standards, specifications, improvements, inventions, procedures, know-how, formulae, algorithms, source and executable codes, scripts, file layouts, database arrangements, test materials, business concepts and methods, financial information, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data, and passwords, entry codes, access sequences, or the like of a party. In the event of any ambiguity as to whether information is Confidential Information, the foregoing shall be interpreted strictly and there shall be a rebuttable presumption that such information is Confidential Information. As between the parties, all Confidential Information shall be and remain the property of the disclosing party. Neither party hereto will, without the express written consent of the other party, use the Confidential Information of the other party except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party's Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party hereto shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. If either party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then such party will not be liable to the other party for disclosure of Confidential Information required by such order if such party complies with the following requirements: ; (i) such party immediately shall notify the other party of the motion or order by the most expeditious possible means; (ii) such party shall not oppose a motion or similar request by the other party for an order protecting the confidentiality of the Confidential Information, including not opposing a motion for leave to intervene by the other party; and (iv) such party shall exercise reasonable efforts to obtain appropriate assurance that confidential treatment will be accorded the Confidential Information so disclosed. Each party hereto shall maintain all Confidential Information of the other party under secure conditions, using reasonable security measures and in any event not less than the same security procedures used by such party for the protection of its own Confidential Information of a similar kind. This provision shall survive the termination or expiration of this Agreement.

4.16 Warranty Disclaimer: The Software is provided "AS IS", without warranty or representation of any kind, whether express, implied or arising from common law, custom, usage, or statutory, including, without limitation, any implied warranties of non-infringement, merchantability, and fitness for a particular purpose, or pertaining to title, integration, accuracy, security or availability. Any express warranty made outside of this Agreement is excluded and superseded. NaphCare does not represent or warrant that the Software will satisfy SUPERIOR COURT's requirements, is without defect, or is error free. NaphCare does not and cannot warrant the performance or results SUPERIOR COURT may obtain by using the Software.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

NAPHCARE, INC.

Signed by: _____

Name: James S. McLane

Title: Chief Executive Officer

Date: 7/15/2015

Vendor Number: 58-1823464

SUPERIOR COURT OF ARIZONA in MARICOPA COUNTY

Signed by: _____

Name: Janet E. Barton

Title: Presiding Judge

Date: 8/21/15

EXHIBIT SUPERIOR COURT-1

SOFTWARE LICENSE TERMS AND CONDITIONS
TECHCARE™

THESE SOFTWARE LICENSE TERMS AND CONDITIONS (THE "LICENSE TERMS") ARE AN INTEGRAL PART OF THE ATTACHED TECHCARE SOFTWARE LICENSE, SERVICES, SUPPORT AND MAINTENANCE AGREEMENT BETWEEN SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY AND NAPHCARE, INC. (THE "AGREEMENT").

1) Definitions:
   a) "Software" means the computer program generally known as TechCare, together with any associated database structures and queries, interfaces, tools, and the like, and all documentation (whether printed or in an electronic retrieval format) supplied or made available to SUPERIOR COURT by NaphCare for use with or in support of an such computer program or its implementation, as initially provided by NaphCare to SUPERIOR COURT pursuant to this Agreement, together with any and all revisions, modifications, and updates thereof as may be provided by NaphCare to SUPERIOR COURT pursuant to this Agreement from time to time.
   b) "Data Center" means the principal data center and the secondary data center utilized by SUPERIOR COURT generally for operation of various computer applications, each identified more specifically on SUPERIOR COURT-4 attached hereto.

2) Scope of License: Provided SUPERIOR COURT complies with all of the terms and conditions of these License Terms and the Agreement, including timely payment of the amounts set forth in this Agreement, pursuant to the license granted in this Agreement, SUPERIOR COURT during the term of this Agreement may install and use the client components of the Software on any number of workstations, laptops, and other supported client devices operated at any of the Facilities; provided, however, that SUPERIOR COURT shall not permit any person to access or operate the Software other than employees and medical staff of SUPERIOR COURT. Immediately upon ~~expiration or~~ termination of the Agreement, the license granted in the Agreement shall also automatically and without notice terminate and expire and SUPERIOR COURT shall no longer be entitled to use the Software, or any component thereof, except SUPERIOR COURT's protocol forms, if any, which SUPERIOR COURT may have caused to be installed thereon. In the event of the termination of the Agreement , SUPERIOR COURT immediately shall uninstall and return the Software to NaphCare.

3) Backup Copy; Transferability: In accordance with SUPERIOR COURT's normal computer system archival and disaster-recovery procedures, SUPERIOR COURT may make a reasonable and necessary number of copies of the Software, and SUPERIOR COURT may be keep such copies in storage at one or more locations separate from the Data Centers and Facilities for purposes of safekeeping and disaster planning. Upon request from time to time, SUPERIOR COURT shall notify NaphCare in writing of the locations of all such copies. SUPERIOR COURT acknowledges and agrees that all such copies are and shall remain Software. SUPERIOR COURT may network the Software internally at the Data Centers and Facilities for the sole and exclusive purpose of using the Software on devices located at the Data Centers and Facilities. No other network use is permitted and no internet webhosting is permitted. SUPERIOR COURT's rights hereunder are not transferable in any way. All trademark, copyright and proprietary rights notices must be faithfully reproduced and included by SUPERIOR COURT on such copy.

4) Other Restrictions: NaphCare reserves all rights not expressly granted in this Agreement. Without limiting the generality of the foregoing, SUPERIOR COURT shall not, nor shall SUPERIOR COURT permit any other party to:
   a) Disassemble, decompile, reverse engineer or translate any part of the Software, or otherwise attempt to reconstruct the source of the Software;
   b) Modify, re-engineer or create derivative works based on the Software;
   c) Externally distribute, resell, encumber or otherwise transfer the Software;
   d) Lease, rent or use the Software in a time-sharing or bureau arrangement;
   e) Allow a third party (other than SUPERIOR COURT's non-employed medical staff) to access, copy or use the Software; or

f) Disclose the results of any benchmark test of the Software to any third party without prior written approval of NaphCare.

5) Ownership: SUPERIOR COURT hereby understands and acknowledges that, as between the parties, NaphCare owns all right, title and interest in the intellectual property and all other rights in and to the Software, including all copies thereof. Certain U.S. federal and state laws as well as international laws protect the Software, including, without limitation, copyright, trademark laws and international conventions and treaties. SUPERIOR COURT shall have no ownership rights of any kind in the Software.

6) Trade Secret and Copyright: SUPERIOR COURT acknowledges and agrees that the structure, sequence and organization of the Software, (including, but not limited to, technical configurations and data, images, photographs, animations, video, audio and text) are proprietary to and are the valuable trade secrets of NaphCare. SUPERIOR COURT agrees to hold such trade secrets in the strictest confidence.

7) Exclusion of Damages: To the fullest extent permitted by law, NaphCare shall not in any case by liable for any unlawful disclosure or use of individually identifiable information by SUPERIOR COURT, its contractors or agents, or any third party, any loss of use, lost or damaged data, inability to access or retrieve data, fines or penalties, other commercial loss, or for any indirect, special, statutory, punitive or exemplary, incidental, or consequential loss or damage of any kind, including, without limitation, loss of profits, revenue, business, costs to cover downtime or equipment costs arising from or relating to this Agreement or the use or inability to use the Software, regardless of the form of action, whether arising in contract, tort (including negligence), or otherwise, and even if NaphCare has been advised of or knew or should have known of the possibility of such damage.

8) U.S. Government Agency End Users: This Software is licensed and provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions applicable to commercial computer software as set forth in the Federal Acquisition Regulations (FAR). Software licensed to U.S. Government end users are licensed only as Commercial Items and with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein. Use of the Software by the U.S. Government constitutes acknowledgment of NaphCare's proprietary rights therein. The manufacturer is NaphCare, Inc., 2090 Columbiana Road, Suite 4000, Birmingham, Alabama 35216.

9) Export Laws: SUPERIOR COURT shall not export, re-export, transfer, divert or disclose (either directly or indirectly) the Software or any portion thereof to any country in violation of US export laws or regulations or any other law.

EXHIBIT SUPERIOR COURT-2

Hardware, Third Party Software Licenses and Technical Specifications

I. Hardware requirements:

SUPERIOR COURT shall supply and maintain sole responsibility for the following:

a) <u>SQL Server - Virtual Server Requirements</u>
Memory: 12 GB
Processor: 4 vCPU
Virtual Hard Disk 1: Partition 1 with 80 GB
Virtual Hard Disk 2: Partition 2 with 300 GB
Virtual Hard Disk 2: Partition 2 with 150 GB
Thin Provisioning: Yes
Operating System: Windows Server 2008 R2 64 bit
Software Needed: SQL 2008 R2

b) <u>File/Interface Server - Virtual Server Requirements</u>
Memory: 8 GB
Processor: 2 vCPU
Virtual Hard Disk 1: Partition 1 with 150 GB
Virtual Hard Disk 2: Partition 2 with 300 GB
Thin Provisioning: Yes
Operating System: Windows Server 2008 R2 64 bit

c) <u>Workstation Requirements</u>
Memory: 2 GB
Hard Disk 1: Partition 1 with 15 GB free space
Operating System: Windows 7, 32 OR 64 bit
Software Needed: SQL 2008 R2

II. Third Party Software Licenses:

SUPERIOR COURT will be responsible for all software licensing from third parties which shall include, but not be limited to, the following:

a) Microsoft SQL Server
b) Microsoft Windows Server
c) SQL Client Access Licenses
d) Windows Server Access Licenses
e) Other necessary licenses to be determined by NaphCare and SUPERIOR COURT

III. Additional Technical Specifications:

a) The following customizations will be provided by NaphCare to SUPERIOR COURT:
   i. Interfaces: 3 (three) to include:
      Pharmacy (vendor shall be determined by SUPERIOR COURT)

      Juvenile Tracking & Demographics System

Lab/Diagnostics

ii. Custom form creation totaling 80 forms or 240 pages, whichever is reached first.
iii. Customization of the SUPERIOR COURT Intake/Booking Module to match current processes
iv. Addition of EMR users.
v. Addition of housing locations and pill pass routes
vi. Formulary/Non-formulary drug setup

b) Loading of patient information to include: sick call appointments, medications/MAR, scheduled off-site visits, and allergies.
c) Additional data import and migration will be the sole responsibility of SUPERIOR COURT through CTS.
d) SUPERIOR COURT shall ensure that the Database Server will be setup and provisioned and will reside on CTS's network infrastructure. SUPERIOR COURT may choose to setup an additional virtual server for the Facilities or add an additional database on an existing SQL server.
e) NaphCare will work solely with CTS on technical server and connectivity aspects. The interaction and interoperability of the SUPERIOR COURT systems that the Facilities operate from will be SUPERIOR COURT's sole responsibility.
f) Any additional customization to the TechCare product requested by SUPERIOR COURT beyond that outlined above shall fall under the provisions of Amendment 2 of this contract and be billed by-the-hour on a quarterly basis.

EXHIBIT SUPERIOR COURT-3

NaphCare's Technical Support Team Contact Information:

Via e-mail at helpdesk@naphcare.com

or

via the Technical Service Support Line at:

(855) 497-0968

Implementation Activities Contact:

Michelle King

IT Contract Manager Contact:

Byron Harrison

EXHBIT SUPERIOR COURT-4

FACILITIES LOCATION(S)

Durango Juvenile Detention Facility
3131 W. Durango Street
Phoenix, AZ 85009

Southeast Juvenile Detention Facility
1810 S. Lewis
Mesa, AZ 85210

EXHIBIT SUPERIOR COURT-5

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "***BAA***") is made and entered into between NaphCare, Inc. ("***NaphCare***"), and the party identified on the signature page of this BAA ("***Customer***").

Customer is a Covered Entity, or is a Business Associate to one or more Covered Entities, that possesses information about individuals that is protected under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, "***HIPAA***").

Customer and NaphCare have entered into one or more agreements (collectively, the "***Agreement***") pursuant to which NaphCare will provide certain services to Customer (the "***Services***"), and in the course of providing the Services, Customer may make available to NaphCare or have NaphCare obtain or create on its behalf information that may be deemed protected health information subject to the provisions of HIPAA.

In order to comply with the applicable provisions of HIPAA, the parties agree as follows:

1. Definitions.

1.1 Capitalized terms used but not otherwise defined in this BAA shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

1.2 "***Effective Date***" means the date indicated on the signature page of this BAA or, if later, the first date upon which NaphCare receives or creates PHI.

1.3 "***PHI***" means Protected Health Information received by NaphCare from or on behalf of Customer or created by NaphCare for or on behalf of Customer.

2. Permitted Uses. NaphCare may use PHI only as permitted or required by this BAA for the following purposes:

(i) as necessary to provide the Services;

(ii) to carry out its legal responsibilities;

(iii) for the proper business management and administration of NaphCare;

(iv) to provide Data Aggregation services relating to the Health Care Operations of Customer to the extent, if any, necessary or requested pursuant to the Services; and

(v) as Required By Law.

3. Permitted Disclosures. NaphCare may disclose PHI only as permitted or required by this BAA for the following purposes:

(i) as necessary to provide the Services;

(ii) for the proper business management and administration of NaphCare or to carry out its legal responsibilities, if NaphCare has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify NaphCare of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached;

(iii) for the proper business management and administration of NaphCare or to carry out its legal responsibilities, if Required By Law; and

(iv) as otherwise Required By Law;

provided, however, that any disclosure to an agent or subcontractor of NaphCare shall be pursuant to a written agreement between NaphCare and such agent or subcontractor containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this BAA.

4. Prohibited Uses and Disclosures. Subject to Customer's compliance with its obligations set forth in Section 14 as applicable, NaphCare shall not use or further disclose PHI in a manner that would violate HIPAA if done by the Customer. NaphCare shall not sell PHI or use or disclose PHI for purposes of marketing or fundraising. Unless Customer gives its prior, express written consent, NaphCare shall not de-identify any PHI except as necessary to provide the Services, and unless expressly provided otherwise in a written agreement between the parties, (i) as between NaphCare and Customer all de-identified PHI shall be and remain exclusively the property of Customer, (ii) NaphCare assigns to Customer all of NaphCare's right, title, and interest therein, if any, and (iii) NaphCare shall not use any such de-identified PHI for any purpose other than to provide the Services and shall not disclose the same to any third party except with the prior written consent of Customer or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

5. Safeguards. NaphCare shall establish and maintain appropriate safeguards intended to prevent use or disclosure of PHI other than as provided in this BAA. Without limiting the foregoing, NaphCare shall establish and maintain, in compliance with HIPAA and any

applicable guidance issued pursuant thereto, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that is Electronic Protected Health Information or any other Electronic Protected Health Information maintained or transmitted by NaphCare for or on behalf of Customer, and NaphCare shall establish and maintain policies and procedures, and comply with the documentation requirements, set forth in HIPAA.

6. Reports to Customer; Breach Notification.

6.1 Without unreasonable delay and in no case later than 10 days after discovering a Breach involving PHI that is Unsecured Protected Health Information, NaphCare shall report such Breach to Customer in writing, setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. For purposes hereof, a Breach shall be deemed discovered by NaphCare when it is known to NaphCare or, by exercising reasonable diligence, would have been known to NaphCare.

6.2 NaphCare shall report to Customer in writing any use or disclosure of PHI that is not permitted by this BAA, other than a Breach involving PHI that is Unsecured Protected Health Information, within 30 days of NaphCare's discovery thereof.

6.3 NaphCare shall report to Customer in writing any Security Incident involving PHI that is Electronic Protected Health Information within 30 days of NaphCare's discovery thereof. The parties acknowledge and agree that this section constitutes notice by NaphCare to Customer of the ongoing occurrence of incidents that may constitute Security Incidents but that are trivial and do not result in unauthorized access, use, or disclosure of PHI that is Electronic Protected Health Information, including without limitation pings and other broadcast attacks on NaphCare's firewall, port scans, unsuccessful log-on attempts, and denials of service, for which no additional notice to Customer shall be required.

7. Reimbursement; Mitigation. NaphCare shall reimburse Customer for all reasonable and necessary out-of-pocket costs incurred by Customer to provide required notices of a Breach involving PHI that is Unsecured Protected Health Information, and NaphCare shall take all actions reasonably necessary and cooperate with Customer as reasonably requested to mitigate, to the extent practicable, any harmful effect of such occurrence.

8. Minimum Necessary. NaphCare shall request, use, and disclose only the minimum amount of PHI necessary to provide the Services.

9. Access and Amendment. With respect to an Individual as to whom NaphCare maintains PHI, NaphCare shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) NaphCare shall direct such Individual to make such request of Customer and (ii) NaphCare shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by NaphCare in a Designated Record Set, to the extent required by HIPAA of a Covered Entity, NaphCare shall (i) make available PHI to Individuals or Customer, as requested by Customer and in accordance with HIPAA, and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

10. Accounting for Disclosures. NaphCare shall document all disclosures of PHI by NaphCare and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. NaphCare shall maintain such information for the applicable period set forth in HIPAA. NaphCare shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this BAA and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this BAA.

11. Additional Restrictions. If Customer notifies NaphCare that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, NaphCare shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

12. Audit. If NaphCare receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that NaphCare make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or NaphCare's compliance with HIPAA, NaphCare promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or NaphCare (which challenge NaphCare shall not be obligated to raise), NaphCare shall comply with such request to the extent required of it by applicable law. Nothing in this BAA shall waive any attorney-client privilege or other privilege applicable to either party.

13. Remuneration. NaphCare shall not receive remuneration, directly or indirectly, in exchange for PHI;

provided, however, that this prohibition shall not affect payment to NaphCare by Customer pursuant to the Services.

14. Obligations of Customer. Customer shall (i) notify NaphCare of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect NaphCare's use or disclosure of PHI, (ii) notify NaphCare of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect NaphCare's use or disclosure of PHI, (iii) notify NaphCare of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect NaphCare's use or disclosure of PHI, and (iv) obtain any authorization or consents as may be Required by Law for any of the uses or disclosures of PHI pursuant to the Services.

15. Term and Termination. This BAA shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) the expiration or termination of the Agreement or (ii) termination pursuant to this section. Either party may terminate this BAA effective immediately if it determines that the other party has breached a material provision of this BAA and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this BAA effective immediately upon written notice to other party.

16. Effect of Termination. Upon termination of this BAA, NaphCare shall deliver to Customer the disclosure accounting information as provided in this BAA and (i) if feasible, return to Customer or destroy all PHI that NaphCare maintains in any form and retain no copies of such PHI, or (ii) if return or destruction is not feasible, notify Customer and extend the protections of this BAA to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this BAA and shall be in force as long as any PHI remains in the custody or control of NaphCare.

17. Miscellaneous.

17.1 Amendments. This BAA may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to NaphCare, propose to amend this BAA in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless NaphCare rejects such amendment by written notice to Customer within 30 days thereafter, in which case, either party may terminate this BAA by written notice to the other.

17.2 Notices. Notices and reports given under this BAA shall be in writing and sent to NaphCare at Attn: Privacy and Security Officer, NaphCare, Inc., 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216, and to Customer at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the second business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

17.3 Governing Law. This BAA shall be governed and construed under the laws of the state that governs the Agreement, other than its conflicts of laws principles.

17.4 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

17.5 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

17.6 Interpretation. In the event of an inconsistency between the provisions of this BAA and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this BAA are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this BAA shall control.

17.7 Counterparts. This BAA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Such counterparts may be delivered in faxed or scanned electronic form, and each shall be deemed an original.

IN WITNESS WHEREOF, NaphCare and Customer have caused this BAA to be executed and delivered by their duly authorized representatives as of this 15th day July, 2015.

SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY:

By: Janet E Barton

Name: Janet E. Barton

Title: Presiding Judge

NaphCare:

By:

Name: James S. McLane

Title: CEO

EXHIBIT SUPERIOR COURT-6
Superior Court Payment Schedule

Implementation (August 1st, 2015 – December 31st, 2015)	**Payment Amount**	Hold Back (20%)	Total Payment
Superior Court Payment - Amendment Execution (August 1st, 2015):	$ 150,000.00	$ 30,000.00	$120,000.00
Superior Court Final Acceptance and Substantial Completion	$ 30,000.00	$ -	$ 30,000.00
Contract Year Total:	**$120,000.00**	**$ 30,000.00**	**$150,000.00**

Year 1 Maintenance and Support (2016)	**Payment Amount**	Total Payment
Quarter 1 (Jan 1st, 2016)	$ 22,500.00	$ 22,500.00
Quarter 2 (April 1st, 2016)	$ 22,500.00	$ 22,500.00
Quarter 3 (July 1st, 2016)	$ 22,500.00	$ 22,500.00
Quarter 4 (October 1st, 2016)	$ 22,500.00	$ 22,500.00
Contract Year Total:	**$ 90,000.00**	$ 90,000.00

Year 2 Maintenance and Support (2017)	**Payment Amount**	Total Payment
Quarter 1 (Jan 1st, 2017)	$ 23,287.50	$ 22,500.00
Quarter 2 (April 1st, 2017)	$ 23,287.50	$ 22,500.00
Quarter 3 (July 1st, 2017)	$ 23,287.50	$ 22,500.00
Quarter 4 (October 1st, 2017)	$ 23,287.50	$ 22,500.00
Contract Year Total:	**$ 93,150.00**	$ 90,000.00

Year 3 Maintenance and Support (2018)	**Payment Amount**	Total Payment
Quarter 1 (Jan 1st, 2018)	$ 24,102.56	$ 22,500.00
Quarter 2 (April 1st, 2018)	$ 24,102.56	$ 22,500.00
Quarter 3 (July 1st, 2018)	$ 24,102.56	$ 22,500.00
Quarter 4 (October 1st, 2018)	$ 24,102.56	$ 22,500.00
Contract Year Total:	**$ 96,410.25**	$ 90,000.00

Year 4 Maintenance and Support (2019)	**Payment Amount**	Total Payment
Quarter 1 (Jan 1st, 2019)	$ 24,946.15	$ 22,500.00
Quarter 2 (April 1st, 2019)	$ 24,946.15	$ 22,500.00
Quarter 3 (July 1st, 2019)	$ 24,946.15	$ 22,500.00
Quarter 4 (October 1st, 2019)	$ 24,946.15	$ 22,500.00
Contract Year Total:	**$ 99,784.61**	$ 90,000.00

Year 5 Maintenance and Support (2020)	**Payment Amount**	Total Payment
Quarter 1 (Jan 1st, 2020)	$ 25,819.27	$ 22,500.00
Quarter 2 (April 1st, 2020)	$ 25,819.27	$ 22,500.00
Quarter 3 (July 1st, 2020)	$ 25,819.27	$ 22,500.00
Quarter 4 (October 1st, 2020)	$ 25,819.27	$ 22,500.00
Contract Year Total:	**$ 103.277.07**	$ 90,000.00

NAPHCARE, INC., 2090 COLUMBIANA ROAD, SUITE 4000, BIRMINGHAM, AL 35216

PRICING SHEET: NIGP CODE 92007

Vendor Number:	2011001707 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **April 20, 2017**