

- 3.3 Exhibit C (Health Care Provider System Requirements);
- 3.4 Exhibit D (Data Supplier—Data Submission and System Requirements);
- 3.5 Exhibit E (Business Associate Agreement);
- 3.6 Exhibit F (Additional AMIE Terms and Conditions);
- 3.7 Exhibit G (Additional Policies & Procedures added by Participant Applicable to the Administration of AMIE);
- 3.8 Any Project Addendum attached to this Agreement and signed by AMIE and Participant; and
- 3.9 The AMIE Policy Manual and the Procedures and Standards Manual found at provider.azamie.gov (collectively the “Policies”);
- 3.10 If AMIE provides hardware for Participant’s use, the Agreement for Housing and Use of Grant Equipment; and
- 3.11 If Participant is a Health Care Provider, they must be authorized to provide Medicaid covered treatment by having executed the AHCCCS Provider Agreement.

4. Effective Date. The Effective Date for this Agreement is _____. The Agreement will continue until terminated as set forth in Exhibit A, Section 10.

PARTICIPANT

By: _____

Its _____
AHCCCS Provider Number (if Participant is a Health Care Provider): _____

Date: _____

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION

Michael Veit
Contracts and Purchasing Administrator

Date: _____

EXHIBIT A
TERMS AND CONDITIONS OF PARTICIPATION

1.0 DEFINITIONS

Authorized User means an individual authorized under this Agreement to use AMIE to access Data for a Permitted Use.

Breach means an unauthorized acquisition of and access to unencrypted or unredacted computerized data that materially compromises the security or confidentiality of personal information maintained by a person as part of a database of personal information regarding multiple individuals and that causes or is reasonably likely to cause substantial economic loss to an individual (Arizona Revised Statutes, ARS §44-7501).

Data means protected health information provided to AMIE by Data Suppliers. For the purposes of this Agreement, protected health information is defined by the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E, and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C, both as amended from time to time.

Data Exchange means electronically providing or accessing Data through AMIE.

Data Supplier means an organization, such as a hospital, clinical laboratory, pharmacy claims aggregation company, or otherwise that makes Data available for access through AMIE and has entered into an Arizona Medical Information Exchange Participation Agreement. A Data Supplier also may be a Health Care Provider.

Health Care Provider means a physician, group practice, hospital or health system, or other health care organization or professional that provides Treatment to Patients, has been assigned an AHCCCS provider number and has entered into an Arizona Medical Information Exchange Participation Agreement. A Health Care Provider also may be a Data Supplier and an Authorized User.

Patient means an individual who has or will receive Treatment or health care services from a Health Care Provider.

Participant means a Health Care Provider and/or Data Supplier that has entered into an Arizona Medical Information Exchange Participation Agreement, including the Participant named as a party to this Agreement.

Permitted Use means the reason or reasons Participants and Authorized Users may access Data in AMIE and use the Data included in AMIE. For the purpose of this Agreement, the scope of all Permitted Uses shall be defined in the Project Addenda.

Project Addendum means an exhibit to this Agreement, signed by AHCCCS and Participant, which describes a specific project for use of AMIE, the Permitted Use, applicable standards and

safeguards, and related terms. Future projects, phases or expanded use of AMIE will be set forth in Project Addenda signed by AHCCCS and Participant.

Treatment means the provision, coordination or management of health care services by one or more Health Care Providers, as defined by HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 164.501.

2.0 AMIE OBLIGATIONS

2.1 Services Provided by AMIE.

(a) AMIE Operation. AMIE may contract with subcontractors to maintain and operate AMIE or to provide support services. AMIE will require that its subcontractors comply with the applicable terms and conditions of this Agreement.

(b) Access to AMIE for Permitted Use. AMIE is available to Participants, including: (i) Health Care Providers, that may access Data through AMIE only for a Permitted Use; and (ii) Data Suppliers that provide Data for access by Health Care Providers through AMIE. AMIE may establish arrangements with other health information exchanges to allow Health Care Providers access to additional Data for a Permitted Use. Any change to the Permitted Use must be documented in an Addendum and signed by the parties.

(c) AMIE Availability. AMIE will make all reasonable efforts to make AMIE available to Participants 24 hours a day, 7 days a week; however, AMIE availability may be temporarily suspended for maintenance or unscheduled interruptions. AMIE will use its best efforts to provide 7 days advance notice of any such suspension or interruptions of AMIE availability and to restore AMIE availability. Health Care Providers are responsible for securing patient health information through other means during any periods when AMIE is not available.

(d) Support Services. AMIE may provide support services to assist Participant in the installation, implementation, and maintenance of the software, and use of AMIE. Upon 60 days advance written notice to the Participant, a fee schedule may be established for these services which will be posted at provider.azamie.gov. AMIE help desk will be available at the number and for the hours set forth at provider.azamie.gov. All such support services will be subject to AMIE budget for such services.

2.2 AMIE Records; Use of Data.

(a) AMIE Records. AMIE will maintain records of the date, time and records accessed by an Authorized User in each Data Exchange as set forth in its Policies described in Section 2.3. Unless required pursuant to an Addendum, AMIE will not maintain, and will not be responsible for maintaining, records of the content of any Data Exchange or inspecting the content of Data.

(b) AMIE Use and Disclosure of Information. AMIE will not disclose Data or information relating to Data Exchanges to third parties except: (i) as provided by this Agreement; (ii) as required by law or subpoena; or (iii) as directed in writing by the originating party or intended recipient. AMIE may access Data and information relating to Data Exchanges only for the operation of AMIE,

testing, performance verification, and investigations and actions relating to compliance with this Agreement, AMIE Policies and applicable laws and regulations.

(c) Participant Policies and Procedures. AMIE will maintain sufficient safeguards and procedures, in compliance with this Agreement, AMIE Policies, applicable laws and any Participant policies and procedures created by Participant named in this agreement, which the parties agree are commercially reasonable, more stringent than AMIE Policies, and which are included in Exhibit G.

2.3 Policies. AMIE will establish policies and standards (“Policies”), which are incorporated into this Agreement in Section 3.9, that will govern AMIE’s and Participant’s activity on AMIE, and these Policies will be available at provider.azamie.gov.

(a) Changes to Policies. AMIE may change or amend the Policies from time to time at its discretion and will post notice of proposed and final changes at provider.azamie.gov. AMIE will provide Participants notice of such changes to Policies by electronic mail. Any changes will be effective 60 days following adoption by AMIE, unless AMIE determines that an earlier effective date is required to address a legal requirement, a concern relating to the privacy or security of Data or an emergency situation. AMIE also may postpone the effective date of a change if it determines, in its sole discretion, that additional implementation time is required. Participant will have no ownership or other property rights in the Policies or other materials or services provided by AMIE.

(b) Security. AMIE will implement Policies that are reasonable and appropriate to provide that all Data Exchanges are authorized, and to protect Data from improper access, tampering or unauthorized disclosure. Such Policies will include administrative procedures, physical security measures, and technical security services that are reasonably necessary to secure the Data. AMIE and Participant will comply with the Policies established for AMIE, including but not limited to the requirements set forth in Exhibit B.

(c) Investigations and Corrections. AMIE will adopt Policies for the investigation and resolution of Patient complaints, security incidents or other concerns relating to compliance with this Agreement, the Policies and applicable laws and regulations (“Compliance Concerns”). AMIE promptly will notify Participant in writing of any Compliance Concern related to Participant’s use of AMIE, and Participant will cooperate with AMIE in its investigation of any Compliance Concern and corrective action.

3.0 HEALTH CARE PROVIDER OBLIGATIONS. The obligations of this Section 3.0 to this Exhibit A apply to Participant if either the “Both” or the “Health Care Provider” line is checked in Section 2.0 of the Agreement. These obligations do not apply to Participants who have only checked the “Data Supplier” line on page 1.

3.1 Data Exchange. By engaging in Data Exchange, Health Care Provider agrees that its participation in any Data Exchange, and use of AMIE by Health Care Provider and its Authorized Users, will comply with the terms of this Agreement and applicable laws and regulations. Health Care Provider also agrees that Health Care Provider has secured any required Patient consents or authorizations to access the Data Exchange as set forth in Section 3.4.

3.2 Permitted Use. Health Care Provider and its Authorized Users will use AMIE only for a Permitted Use. Health Care Provider and its Authorized Users will comply with this Agreement and all

applicable laws and regulations governing the privacy and security of Data received through AMIE. Data obtained by Health Care Provider through AMIE under this Agreement may become part of Health Care Provider's medical record. If Health Care Provider includes Data in its medical record, Health Care Provider and Authorized Users may use Data only for those purposes permitted by law. Health Care Provider will decide in its discretion whether to use AMIE, and to what extent.

3.3 Authorized Users. Health Care Provider will identify and authenticate its Authorized Users, in accord with the Policies, who may use AMIE for the Permitted Use on behalf of Health Care Provider. Authorized Users will include only those individuals who require access to AMIE to facilitate Health Care Provider's use of the Data for a Permitted Use. Participant is responsible for Authorized Users complying with the terms and conditions of this Agreement and applicable laws and regulations.

3.4 Patient Consent for Data Exchange and Treatment; Notice. The parties acknowledge that certain potential uses of AMIE, including without limitation Treatment, Payment and certain Health Care Operations (as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart E) do not require specific consent by a Patient under HIPAA or Arizona Law. However, Health Care Provider is responsible for securing any Patient consent to access to Patient's Data through AMIE as required by AMIE Policies, as identified in a Project Addendum, or as otherwise required by law. Health Care Provider will have information available for Patients about Health Care Provider's participation in AMIE.

3.5 System Operations.

(a) Systems Necessary to Participate in AMIE Utility. Health Care Provider, at its own expense, will provide and maintain the equipment, software, services and testing necessary to effectively and reliably participate in AMIE as set forth in Exhibit C, except for such software expressly provided by AMIE pursuant to Section 8.

(b) Documentation of Information for Patient Treatment; Record Retention, Storage and Backup. Health Care Provider, at its own expense, will maintain records of Data accessed through AMIE and used by Health Care Provider for Patient Treatment. Health Care Provider will maintain these records for all periods required by law. Health Care Provider will determine the form for such records, which may include incorporation of Data into Health Care Provider's medical record electronically, by hard copy or by other form of summary, notation or documentation.

(c) Privacy, Security and Accuracy. Health Care Provider will maintain sufficient safeguards and procedures, in compliance with Exhibit B, the Policies and applicable laws, to maintain the security and privacy of Data.

4.0 DATA SUPPLIER OBLIGATIONS. The obligations of this Section 4.0 to this Exhibit A apply to Participant if either the "Both" or the "Data Supplier" line is checked in Section 2.0 of the Agreement. These obligations do not apply to Participants who have only checked the "Health Care Provider" line on page 1.

4.1 Data Exchange and Data Submission. By engaging in Data Exchange, Data Supplier agrees that: (a) its participation in any Data Exchange will comply with the terms of this Agreement and applicable laws and regulations; (b) the Data provided or transferred by Data Supplier can be related to and identified with source records maintained by Data Supplier; and (c) Data Supplier has secured all

authorizations for the submission of Data as set forth in Section 4.3. Data Supplier will make Data available for AMIE in accordance with the scope, format and specifications set forth in Exhibit D.

4.2 Permitted Use. Data Supplier and its employees and agents will use AMIE only to provide Data for a Permitted Use. Data Supplier, its employees and agents will comply with this Agreement and all applicable laws and regulations governing the privacy and security of Data made available to AMIE.

4.3 Patient Consent for Data Submission and Data Exchange; Notice. Data Supplier and AMIE acknowledge that Data Supplier will make Data available for access through AMIE only for a Permitted Use. The parties acknowledge that certain potential uses of the Data, including without limitation Treatment, Payment and certain Health Care Operations (as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart E) do not require specific consent by a Patient under HIPAA or Arizona Law for these purposes. However, Data Provider is responsible for securing any consent to supply Patient's Data to AMIE as required by the Policies, as identified in a Project Addendum, or as otherwise required by law. Data Supplier will provide information to Patients about Data Supplier's participation in AMIE.

4.4 Data Return. AMIE is not required to return to Data Supplier any Data transferred or accessed pursuant to the terms of this Agreement.

4.5 Data Provided; System Operations.

(a) Systems Necessary to Participate in AMIE Utility. Data Supplier will provide and maintain the equipment, software, services and testing necessary to effectively and reliably submit Data for access through AMIE as set forth in Exhibit D, except for such software expressly provided by AMIE pursuant to Section 8 or another agreement. The financial responsibility of Data Supplier and AMIE in making such Data available and for providing and maintaining the equipment, software, services and testing are set forth in Exhibit D.

(b) Record Retention, Storage and Backup. Data Supplier, at its own expense, will maintain Data backup and retention to maintain adequate records of Data submitted to AMIE for access by Health Care Providers.

(c) Privacy, Security and Accuracy. Data Supplier will maintain sufficient safeguards and procedures, in compliance with the terms of this Agreement, the Policies and applicable laws, to maintain the security, privacy and accuracy of Data. Data Supplier will promptly correct any errors discovered in Data it transmits to AMIE and notify AMIE of any such corrections pursuant to the Policies.

5.0 COMPLIANCE WITH LAWS; CONFIDENTIALITY

Both AMIE and Participant, and their agents and employees, will comply with the federal and state laws and regulations applicable to this Agreement, including without limitation laws on the security and privacy of Data, Patient consent for the use and transfer of Data and requirements for Data Exchanges. AMIE and Participant, and their agents and employees, will maintain the confidentiality of Data as required by state and federal law. AMIE's use of Data will be subject to this Agreement and the Business Associate Agreement set forth in Exhibit E. Any Breach resulting in the exposure and potential

illicit use of personally identifiable information may require the breaching party to provide identity theft protection to be provided to the potential victim in accordance with the Policies and applicable law.

6.0 FEES AND PAYMENT

6.1 Fees. AMIE may establish a program fee ("Fee"), but said Fee will not become effective until Participant has received at least 60 days advance written notice. Such notice will specify the effective date of the Fee.

6.2 Payment. The Fee shall be payable in advance on or before the fifth day of each quarter/month. After 15 days, such payments shall accrue interest at the lesser of 1% per month or the highest rate allowed by applicable law.

7.0 PROPRIETARY INFORMATION

During the term of this Agreement, each party may have access to information about the other party that: (a) relates to past, present or future business activities, practices, protocols, products, services, information, content, and technical knowledge; and (b) has been identified as confidential ("Proprietary Information") by such party. For the purposes of this provision, Proprietary Information will not include Data.

7.1 Non-disclosure. The parties will: (a) hold Proprietary Information in strict confidence; (b) not make the Proprietary Information available for any purpose other than as specified in the Agreement or as required by law or subpoena; and (c) take reasonable steps to ensure that the Proprietary Information is not disclosed or distributed by employees, agents or consultants (who will have access to the same only on a "need-to-know" basis) to third parties in violation of this Agreement.

7.2 Exclusions. Proprietary Information shall not include information that: (a) at the time of disclosure, is known or becomes known or available to general public through no act or omission of the receiving party; (b) was in the receiving party's lawful possession before it was provided to the receiving party by the disclosing party; (c) is disclosed to the receiving party by a third party having the right to make such disclosure; or (d) is independently developed by the receiving party without reference to the disclosing party's Proprietary Information.

7.3 Equitable Remedies. The parties agree that a breach of this Section will cause the disclosing party substantial and continuing damage, the value of which will be difficult or impossible to ascertain, and other irreparable harm for which the payment of damages alone shall be inadequate. Therefore, in addition to any other remedy that the disclosing party may have under this Agreement, at law or in equity, in the event of such a breach or threatened breach by the receiving part of the terms of this Section, the disclosing party shall be entitled, after notifying the receiving party in writing of the breach or threatened breach, to seek both temporary and permanent injunctive without the need to prove damage or post bond.

8.0 SOFTWARE LICENSE

AMIE grants to Participant for the term of this Agreement a royalty-free, non-exclusive, nontransferable, non-assignable, non-sub-licensable, and limited right to use the software identified by

AMIE in its technical operation Standards for the sole purpose of participating in AMIE under the terms and conditions of this Agreement (“**Software**”). THE SOFTWARE SHALL NOT BE USED FOR ANY OTHER PURPOSE WHATSOEVER, AND SHALL NOT OTHERWISE BE COPIED OR INCORPORATED INTO ANY OTHER COMPUTER PROGRAM, HARDWARE, FIRMWARE OR PRODUCT. THE SOFTWARE IS LICENSED “AS IS” AND AMIE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE. Participant acknowledges that the Software may have been licensed to AMIE by third parties, and that the license granted under this Agreement is subject in every respect to AMIE’s grant of license from such third parties. As additional software is developed by or for AMIE, it shall become subject to this Agreement upon written notice to Participant, and such notice shall constitute an amendment to this Agreement and any applicable Project Addendum. This Section 8.0 applies only to Software that is installed on hardware owned or leased by Participant and not to any other software that Participant may use in providing treatment to Patients or for Participant’s business operations.

9.0 ELECTRONIC SIGNATURES. This section intentionally left blank.

10.0 TERM AND TERMINATION

10.1 Term and Termination. The term of this Agreement will begin on the Effective Date and will continue until terminated as set forth in this Section 10 or as set forth by Policy created by Participant. See Exhibit G. This Agreement will terminate under any of the following circumstances:

(a) Violation of Law or Regulation. If either AMIE or Participant determines that its continued participation in this Agreement would cause it to violate any law or regulation applicable to it, or would place it at material risk of suffering any sanction, penalty, or liability, then that party may terminate its participation in this Agreement immediately upon written notice to the other party.

(b) For Cause. If AMIE or Participant determines that the other party or any of its employees, agents or contractors have breached this Agreement then that party may terminate its participation in this Agreement on 30 days’ advance written notice to the other party, provided that such notice identifies such area of non-compliance, and such non-compliance is not cured within 15 days of receipt of the notice of noncompliance. AMIE may immediately terminate this Agreement upon written notice to Participant if AMIE determines that Participant, an Authorized User, employee or agent has used Data or AMIE for any purpose other than a Permitted Use or in violation of security or privacy provisions under this Agreement or applicable laws and regulations.

(c) Without Cause. AMIE or Participant may terminate this Agreement without cause upon 30 days’ advance written notice of termination to the other party.

10.2 Termination Process and Access to AMIE Utility and Data. Upon the effective date of termination of this Agreement, AMIE will cease providing access to AMIE for the Participant and its Authorized Users, and Participant and its Authorized Users will stop using AMIE.

10.3 Effect of Termination.

(a) Rights and Duties. Any termination will not alter the rights or duties of the parties with respect to Signed Documents transmitted before the effective date of the termination or

with respect to fees outstanding and payable under this Agreement. Upon termination of this Agreement, Exhibit A Sections 5.0, 6.0, 7.0, 8.0, 10.2, 10.3(b), 11, 12, Exhibit E and any other obligations that by their nature extend beyond termination, cancellation or expiration will survive such termination, cancellation, or expiration and remain in effect.

(b) Return of Proprietary Information; Software; Fees. Within 30 days of the effective date of termination, each party will return to the other all Proprietary Information belonging to the other or certify the destruction of such Proprietary Information if agreed to by the party who originated the Proprietary Information. Within 30 days of the effective date of termination, Participant will de-install and return to AMIE all software provided by AMIE to Participant under this Agreement. If Participant has prepaid any Fees or Expenses as of the effective date of termination, Participant will be entitled to a pro rata refund of such advance payment. No Data will be returned to a Data Supplier upon termination of this Agreement.

11.0 LIMITED WARRANTIES AND DISCLAIMERS. AMIE will use its best efforts to correctly transmit Data Exchanges between Participants on a timely basis. AMIE MAKES NO REPRESENTATION OR WARRANTY THAT THE DATA DELIVERED TO THE PARTICIPANT WILL BE CORRECT OR COMPLETE. AMIE MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION TECHNOLOGY SYSTEM USED FOR THE EXCHANGE. AMIE DISCLAIMS ALL WARRANTIES REGARDING ANY PRODUCT, SERVICES, OR RESOURCES PROVIDED BY IT, OR DATA EXCHANGES TRANSMITTED, PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.0 LIMITATION OF LIABILITY

12.1 Limitation of Liability. Neither AMIE nor Participant will be liable to the other for lost profits or Data, or any special, incidental, exemplary, indirect, consequential or punitive damages (including loss of use or lost profits) arising from any delay, omission or error in a Data Exchange or receipt of Data, or arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not either party has been advised of the possibility of such loss or damage.

12.2 Release of Liability. Participant releases AMIE from any claim arising out of any inaccuracy or incompleteness of Data or any delay in the delivery of Data or failure to deliver a Data Exchange when requested except for those arising out of AMIE's gross negligence.

12.3 Not a Medical Service. AMIE makes no clinical, medical or other decisions and is not a substitute for professional medical judgment applied by Participant or its Authorized Users. Participant and its Authorized Users are solely responsible for confirming the accuracy of all Data and making all medical and diagnostic decisions.

13.0 GENERAL PROVISIONS

3.1 No Exclusion. AMIE represents and warrants to Participant, and Participant represents to AMIE, that neither party nor their respective employees or agents have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7), have been excluded from government contracts by the General Services Administration or have been convicted of a felony or any crime relating to health care.

AMIE and Participant will provide one another immediate written notice of any such placement on the sanctions list, exclusion or conviction.

13.2 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

13.3 Entire Agreement. This Agreement constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all earlier representations or agreements, whether oral or written with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement is binding on either party.

13.4 No Assignment. Neither AMIE nor Participant may assign its rights or obligations under this Agreement without the advance written consent of the other party, except for a transfer or assignment to a parent, subsidiary or affiliate wholly owned by the party.

13.5 Governing Laws. This Agreement is governed by and interpreted in accordance with Arizona laws, without regard to its conflict of law provisions. The parties agree that jurisdiction over any action arising out of or relating to this Agreement shall be brought or filed in the State of Arizona.

13.6 Force Majeure. No party is liable for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure).

13.7 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement will be in writing. A notice, request, demand, or other communication will be deemed to have been duly given, made and received: (a) when personally delivered; (b) on the day specified for delivery when deposited with a courier service such as Federal Express for delivery to the intended addressee; or (c) three business days following the day when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below on the first page of the Agreement. Nothing in this section will prevent the parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine administration of AMIE.

13.8 No Agency. AMIE provides services to Participant but does not act as Participant's agent. Participant will not be deemed an agent of another Participant or AMIE as a result of participation in this Agreement.

13.9 No Relationship between Participating Health Care Providers; No Third Party Rights. Nothing in this Agreement confers any rights or remedies under this Agreement on any persons other than AMIE and Participant, and nothing in this Agreement is intended to create a contractual relationship or otherwise affect the rights and obligations among Participants. Nothing in this Agreement will give any third party, including other Participants, any right of subrogation or action against any party to this Agreement.

EXHIBIT B PARTICIPANT SECURITY REQUIREMENTS

In addition to any obligations set forth in the Agreement and the Policies, Participant will observe the following requirements. AMIE may amend or supplement these requirements on written notice to Participant.

Applicable to Data Supplier and Viewer User

1. Participant will implement firewalls and intrusion detection per industry standards and the Policies.
2. Participant will authorize each Authorized User according to role based access principles and the Permitted Use of AMIE. Participant will impose appropriate sanctions for members of its workforce that violate applicable security policies or make improper use of AMIE, including revocation of an Authorized User's authorization to access AMIE as may be appropriate under the circumstances.
3. Participant will periodically review its list of Authorized Users to determine if the Authorized Users continue to require access to AMIE based upon their job functions. Participant will notify AMIE promptly using the User Registration Form when an Authorized User has terminated employment, changed duties, or otherwise has a change in access rights to AMIE.
4. In the event of a Data Breach, Participant agrees to work with AMIE and other Participants, if necessary, to detect, contain and correct the Breach to prevent further occurrences.
5. All devices belonging to or managed by Participants or other affiliated organizations that will connect to AMIE must be patched with vendor provided operating system security patches which must be applied as soon as possible following appropriate testing by Participant's IT departments or affiliated organizations.

Applicable to Data Supplier Only

6. Each of Participant's servers connecting to the AMIE gateway will comply with AMIE's authentication requirements, including but not limited to implementing SSL encryption and authentication, using certificates approved by AMIE. SSL means secure sockets layer, a commonly-used protocol for managing the security of data transmission on the Internet.
7. Participant will implement message-level security using WS-Security or other security technology acceptable to AMIE.
8. Participant will implement other safeguards to protect servers based on information security best practices, such as the NIST (National Institute of Standards and Technology) standards.

EXHIBIT C**HEALTH CARE PROVIDER—SYSTEM REQUIREMENTS****System Requirements.**

AMIE will provide a secure viewer application to Health Care Providers to retrieve and view Data for their Patients. The secure viewer application is web-based and requires a secure system with an internet connection and an internet browser. AMIE recommends the following minimum system configuration options for running the AMIE Viewer on a browser.

Internet Browser:	Internet Explorer 6 or higher Mozilla Firefox2.0 or higher
Computer Processor:	Pentium Processor or better
Operating Systems:	Microsoft Windows 2000 Windows Vista Windows XP
Memory:	256 MB (RAM) or greater 256 MB local storage or greater
Display:	Super VGA (800 X 600) or higher resolution with 256 colors
Peripherals:	Internet Connection Broadband connection (recommended) Mouse

EXHIBIT D**DATA SUPPLIER—DATA SUBMISSION, SYSTEM REQUIREMENTS AND FINANCIAL RESPONSIBILITIES****1. Data Provided.**

Data Supplier will submit Data as set forth in the Technical Solutions document attached to this Agreement.

Data submitted shall be mapped to AMIE standard terminologies and code systems per the message specifications. AMIE may provide message specifications and terminology standards as a reference when creating data maps. AMIE and Data Supplier will cooperate with each other to mutually validate the data maps created.

2. System Requirements.

The following system requirements apply to Data Supplier's system before publishing or providing records directly to AMIE:

- a. Data Supplier shall submit all mandatory Data elements per AMIE message specifications.
- b. Data Supplier shall publish new or updated Data to AMIE as close to real time as possible.
- c. Data Supplier shall notify AMIE about any Data that is no longer available for retrieval. This will prevent AMIE and Participants from requesting Data Supplier to provide unavailable records.
- d. Data Supplier shall provide a web service interface to receive and respond to AMIE gateway requests for the transmission of Data.

3. Financial Responsibilities.

The financial responsibilities of the parties are set forth in the Agreement for Housing and Use of Grant Equipment, which is incorporated by this reference.

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

AMIE and Participant agree to the terms and conditions of this Business Associate Agreement in order to comply with the use and handling of Protected Health Information (“PHI”) under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Rule”) and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Rule”), both as amended from time to time. Unless otherwise provided, all capitalized terms in this Business Associate Agreement will have the same meaning as provided under the Privacy Rule and Security Rule.

For purposes of this Business Associate Agreement, Protected Health Information (“PHI”) or Electronic Protected Health Information (“ePHI”) includes only individually identifiable health information handled by AMIE that is provided to AMIE by Participant.

1. **USES AND DISCLOSURES OF PHI:** AMIE will use or disclose PHI only for those purposes necessary to perform AMIE services under the Agreement, or as otherwise expressly permitted in the Agreement, its Exhibits including this Business Associate Agreement, or as required by law, and will not further use or disclose PHI. AMIE agrees that anytime it provides PHI to a subcontractor or agent to perform Services, AMIE first will ensure that each such subcontractor or agent agrees to the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Business Associate Agreement.

2. **AMIE USE OR DISCLOSURE OF PHI FOR ITS OWN PURPOSES:** AMIE may use or disclose PHI for AMIE’s management and administration, or to carry out its legal responsibilities. AMIE may disclose PHI to a third party for such purposes if: (1) The disclosure is required by law; or (2) AMIE secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify AMIE of any breaches in the confidentiality of the PHI. AMIE also may aggregate the PHI with other PHI in its possession or otherwise de-identify PHI according to the requirements of 45 C.F.R. §164.514(b).

3. **SAFEGUARDS:** AMIE will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI for purposes other than those permitted by this Business Associate Agreement. AMIE also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any ePHI that AMIE creates, receives, maintains, and transmits on behalf of Participant.

4. **UNAUTHORIZED USES OR DISCLOSURES:**

AMIE will report to Participant any successful unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which AMIE becomes aware within 15 business days of AMIE’s learning of such event. AMIE will report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which AMIE becomes aware, provided that such reports will be provided only as frequently as the parties

mutually agree, but no more than once per month. If the definition of "Security Incident" under the Security Rule is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy ePHI, AMIE will cease reporting unauthorized attempts as of the effective date of such amendment.

5. INDIVIDUAL ACCESS TO PHI: If an individual makes a request to AMIE for access to PHI, AMIE will within 10 business days forward such request in writing to Participant. Participant will be responsible for making all determinations regarding the grant or denial of an individual's request for PHI, AMIE will not make such determinations.

6. AMENDMENT OF PHI: If an individual makes a request to AMIE for amendment of PHI, AMIE will within 10 business days forward such request in writing to Participant. Participant will be responsible for making all determinations regarding amendments to PHI, AMIE will not make such determinations.

7. ACCOUNTING OF DISCLOSURES OF PHI: If an individual makes a request to AMIE for an accounting of disclosures of PHI, AMIE will within 10 business days forward such request in writing to Participant. Participant will be responsible for preparing and delivering the accounting to the individual. Upon request, AMIE will make available to Participant information about AMIE's disclosures of PHI, if any, that must be included to respond to individual requests for accounting of disclosures of PHI under applicable law.

8. ACCESS TO BOOKS AND RECORDS: AMIE will make its internal practices, books and records on the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining Participant's compliance with the Privacy Rule. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by AMIE or Participant as a result of this Section.

9. TERMINATION: Participant may terminate the Agreement upon written notice to AMIE if AMIE breaches a material term of this Business Associate Agreement and AMIE fails to cure the breach within 30 days of the date of notice of the breach.

10. RETURN OR DESTRUCTION OF PHI: Participant understands that PHI provided to AMIE may be integrated into the medical record of Health Care Providers that access AMIE. As such, it is not feasible for AMIE to return or destroy PHI upon termination of the Agreement. AMIE agrees to follow the provisions of this Business Associate Agreement for as long as it retains PHI, and will limit any further use or disclosure of PHI to those purposes allowed under this Business Associate Agreement, until such time as AMIE either returns or destroys the PHI.

EXHIBIT F
ADDITIONAL AMIE TERMS & CONDITIONS

The following terms and conditions are hereby incorporated into the Agreement as if fully set forth within the Agreement.

1. Non-Discrimination. Participant will comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
2. Arbitration. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review to the extent required by ARS 12-1518, except as may be required by other applicable statutes.
3. Federal Immigration and Nationality Act: Participant shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Participant shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Participant and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that Participant and/or any subcontractors be found noncompliant, the State may pursue 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 Participant. E.O. 2005-30.
4. Records. Under A.R.S. §§ 35-214 and 35-215, Participant shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Agreement for a period of five years after the termination of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Participant shall produce a legible copy of any or all such records at no cost to the State.
5. Audits. Participant shall comply with all provisions specified in A.R.S. §§ 35-214 and 35-215 and AMIE policies and procedures relating to the audit of Participant's records and the inspection of Participant's facilities. Participant shall fully cooperate with AMIE staff and allow them reasonable access to Participant's staff, subcontractors, members, and records.
 - a. At any time during the term of this contract, and five (5) years thereafter, the Participant's or any subcontractor's books and records shall be subject to audit by AMIE and, where applicable, the federal government, to the extent that the books and records relate to the performance of the contract or subcontracts.
 - b. AMIE and the federal government may evaluate through on-site inspection or other means, the quality, appropriateness and timeliness of services performed under this contract.
6. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three years after the Agreement's execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement

is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Participant receives written notice of the cancellation unless the notice specifies a later time. If the Participant is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. § 38-511.

7. Termination - Availability of Funds. Funds are not presently available for performance under this Agreement beyond the current fiscal year. No legal liability on the part of AMIE for any payment may arise under this Agreement until funds are made available for performance of this Agreement. AMIE shall make reasonable efforts to secure such funds. AZ. A.G. Op. I80-22; A.R.S. § 35-154.

8. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Participant shall declare all anticipated offshore services in the proposal.

EXHIBIT G
POLICIES & PROCEDURES ADDED BY PARTICIPANT APPLICABLE TO THE ADMINISTRATION OF
AMIE

NONE

PROJECT ADDENDUM NO. 1

Permitted Uses	Health Care Provider and Authorized Users may access AMIE to obtain Data for the Treatment (as defined in this Addendum) of Health Care Provider's Patients. If a Health Care Provider includes Data in its Medical Record, Health Care Provider and Authorized Users may use the Data only for those purposes permitted by law.
Permitted Users	Authorized Users include employees, independent contractors or agents of a Health Care Provider who have been authenticated and given access to AMIE in compliance with AMIE Policies & Standards by the Participant.
Specific Safeguards and Privacy Requirements	All Participants shall adhere to applicable law and the AMIE Privacy and Security Policies available at provider.azamie.gov .
Confidential Information	Defined in Section 7.0 of Exhibit A (Terms & Conditions).
Definitions for Project Addendum No. 1	<ol style="list-style-type: none"> 1. "Treatment" is defined in Section 1.0 of Exhibit A to the Agreement. 2. "Medical Record" means all communications related to a Patient's physical or mental health or condition that are recorded in any form or medium and that are maintained by the Health Care Provider for purposes of Patient diagnosis or Treatment, including medical records that are prepared by the Health Care Provider or other providers, as defined by A.R.S. § 12-2291.