



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: September 7, 2021

or Procurement Director Award

** = Mandatory, information must be provided*

***Contractor/Vendor Name/Grantor (DBA):**

NaphCare, Inc.

***Project Title/Description:**

Correctional Health Services Electronic Health Record (EHR)

***Purpose:**

Amendment: Master Agreement No. MA-PO-21-157, Amendment No. 01. This Amendment adds terms and conditions to clarify the existing contract. No additional funds required at this time.

Administering Department: Behavioral Health.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on April 20, 2021, the Board of Supervisors approved an award of contract for a term of five (5) years in the not-to-exceed amount of \$1,386,000.00 (including sales tax).

PRCUID: 397622

Attachment: Contract Amendment No. 01.

***Program Goals/Predicted Outcomes:**

To ensure that all patient and medical information associated with the County is confidential, easily manageable, readily accessible, and meets all legal, statutory, contractual and quality of care requirements.

***Public Benefit:**

By providing high quality medical, behavioral health and dental services to those in detention, and connecting those with chronic medical or mental health needs to services upon their release, the County is able to assist some of the most vulnerable in our community.

***Metrics Available to Measure Performance:**

The Contract includes multiple Performance Indicators and Business Requirements which the County monitors and audits on a daily and monthly basis. In addition, the Vendor is required to send specific monthly reports.

***Retroactive:**

No.

ALIC02140919FC0K011
ASB

To: COB 8/16/21 (i)

vers: 3

pgs: 24

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 21-157
Amendment No.: 01 AMS Version No.: 3
Commencement Date: 09/07/2021 New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 0.00

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** General Fund

Funding from General Fund? Yes No If Yes \$ _____ % 100

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
 Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Troy McMaster, Procurement Officer Troy McMaster Digitally signed by Troy McMaster
DN: cn = Troy McMaster, o = Polk County,
ou = Procurement Department,
email = troy.mcmaster@polk.gov, c = US,
Date: 2021.08.06 16:29:40 -0700 Michael Warren Digitally signed by Michael Warren
Date: 2021.08.05 14:26:08 -0700
Department: Procurement Director Ana Wilber Digitally signed by Ana Wilber
Date: 2021.08.05 16:29:40 -0700 Telephone: 520.724.8728
Department Director Signature/Date: *Ana Wilber*
Deputy County Administrator Signature/Date: _____
County Administrator Signature/Date: *C. R. Wilber* 13 Aug 2021
8/13/21
(Required for Board Agenda/Addendum Items)

Pima County Department of Behavioral Health

Project: Correctional Health Services Electronic Health Record (EHR)

Contractor: NaphCare, Inc.

Contract No.: MA-PO-21-157

Contract Amendment No.: 01

Orig. Contract Term: 04/20/2021 - 04/19/2026	Orig. Amount:	\$1,386,000.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 04/19/2026	This Amendment Amount:	\$ 0.00
	Revised Total Amount:	\$1,386,000.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On 04/20/2021, County and Contractor entered into the above referenced agreement to provide Correctional Health Services Electronic Health Record (EHR).

1.2. Purpose. The parties want to amend the Agreement to eliminate any potential vagueness and to add some additional provisions. The parties are also adding a Business Associate Agreement to the Contract.

2. Scope of Services. The parties are revising the Agreement as described in the attached Exhibit E (12 pages). Unless otherwise noted in Exhibit E, the content of Exhibit E is in addition to the current contract provisions. Exhibit E does not modify or delete any existing provisions in the Contract.

3. Business Associate Agreement. The parties are entering into the Business Associate Agreement in Exhibit F (8 pages).

SIGNATURE PAGE TO FOLLOW

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Date



Authorized Officer Signature

Barbara Lawrence
Printed Name and Title

8/5/2021
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT



Department Head

8.13.2021
Date

APPROVED AS TO FORM



Stacey Roseberry, Deputy County Attorney

Exhibit E

1. **License to County.** The License is Section 9, Pima County Licensed Software/SaaS Standard Terms & Conditions is revised to include the following to clarify that the license applies to three separate software products, to protect NaphCare's IP, and to maintain NaphCare's ownership of the software in order to maintain it and have certification complete.
 - 1.1. Subject to terms and conditions of this Agreement, NaphCare grants to County a license to three software systems, namely, TechCare EHR, Coordify, and ForensicCare, during the Term (i) for use of the Licensed Materials and Third Party Products by Authorized Users in the course of providing, or related to the provision of, healthcare services to Patients, (ii) for access to and use of the System by Authorized Users in the course of providing, or related to the provision of, healthcare services to Patients, (iii) for access to and use of the Services (as defined below) by Authorized Users for purposes of System implementation, operation, maintenance, and support, and (iv) for copying and use of the Documentation by Authorized Users in furtherance of the foregoing.
 - 1.2. **Restrictions.** Except as may be expressly authorized in this Agreement, County shall not do, nor shall it authorize any person do, any of the following: (i) use the Licensed Materials for any purpose or in any manner not specifically authorized by this Agreement; (ii) except as permitted in Item 9 of Offeror Agreement to RFP-PO-2100012 hereof, make any copies or prints, or otherwise reproduce or print, any portion of the Licensed Materials, whether in printed or electronic format; (iii) distribute, republish, download, display, post, or transmit any portion of the Licensed Materials for the benefit of any third party who is not an Affiliate; (iv) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble any Licensed Materials that is computer software; (v) modify, adapt, translate, or create derivative works from or based upon any part of the Licensed Materials, or combine or merge any part of the Licensed Materials with or into any other software, document, or work; (vi) refer to or otherwise use any part of the Licensed Materials as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those of Licensed Materials; (vii) remove, erase, or tamper with any copyright, logo, or other proprietary or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Licensed Materials, or fail to preserve all copyright and other proprietary notices in any copy of any portion of the Licensed Materials made by County; (viii) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party (other than an Affiliate) any right to possess or utilize any portion of the Licensed Materials without the express prior written consent of NaphCare (which may be withheld by NaphCare for any reason or conditioned upon execution by such party of a confidentiality and non-use agreement and/or other such other covenants and warranties as NaphCare in its sole discretion deems desirable); (ix) use the Licensed Materials to gain or attempt to gain access to any software applications, computer systems, or data not expressly authorized under this Agreement; or (x) attempt to do or assist any third party in attempting to do any

of the foregoing.

- 1.3. Licensed Materials. As between NaphCare and County, NaphCare has and retains exclusive ownership of the Licensed Materials and all intellectual property and proprietary rights therein. County acknowledges that the foregoing constitute valuable assets and may constitute trade secrets of NaphCare. County acknowledges that County may suggest Concepts and the parties may discover or create Concepts jointly and that NaphCare, at its sole option, may incorporate such Concepts in the Licensed Materials or in other products or services that may or may not be made available to County. Any such Concept shall be and remain solely the property of NaphCare and may be used and sold, licensed, or otherwise provided by NaphCare to third parties, or published or otherwise publicly disclosed, in NaphCare's sole discretion without notice, attribution, payment of royalties, or liability to County. County hereby assigns to NaphCare any and all of its right, title, and interest, including copyright and patent rights, in and to any such Concepts.

2. Services. NaphCare's RFP Response/Implementation Plan is summarized as follows to clarify the scope of the agreement.
 - 2.1. Subject to terms and conditions of this Agreement and provided County is not in material breach of its obligations hereunder, NaphCare shall provide the following services (the "Services") during the Term:
 - 2.1.1. Requirements Gathering. NaphCare shall provide requirements gathering services as set forth in NaphCare's submitted proposal in response to RFP-PO-2100012 and as further described in Section 4.
 - 2.1.2. Application Customization. NaphCare shall provide the Customization Services set forth in NaphCare's submitted proposal in response to RFP-PO-2100012 and as further described in Section 4.
 - 2.1.3. Interface Development. NaphCare shall provide the Interface Development as set forth in NaphCare's submitted proposal in response to RFP-PO-2100012 and as further described in Section 4.
 - 2.1.4. Implementation and Training. NaphCare shall provide the Implementation and Training Services set forth in NaphCare's submitted proposal in response to RFP-PO-2100012 and as further described in Section 4.
 - 2.1.5. Maintenance and Support. NaphCare shall provide the Maintenance and Support Services set forth in NaphCare's submitted proposal in response to RFP-PO-2100012 and as further described in Section 4.
 - 2.1.6. Hosting. NaphCare shall provide the Hosting Services in accordance with NaphCare's submitted proposal in response to RFP-PO-2100012 and as further described in Section 4.
 - 2.1.7. Services. NaphCare shall perform such other services as may be set forth in Statements of Work executed by the parties concurrent with the execution of this Agreement or from time to time thereafter. Unless otherwise set forth in such

Statements of Work, all such other services shall be billed at NaphCare's rates as described in Section 4.12.

3. **Responsibility for Medical Use.** County shall communicate to each Authorized User that the Application 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.
4. **NaphCare Obligations.** As already stated in the Agreement and further summarized here and provided County is not in material breach of its obligations, NaphCare shall provide the following Services during the Term:

- 4.1. **TechCare EHR Implementation.** In order to provide an Electronic Health Record to County (the "Project") by the go-live date required in the RFP documents, NaphCare will first implement the TechCare System which operates as a fully contained Electronic Health Record designed for the corrections industry.

NaphCare shall plan, customize, configure, integrate, test, document, migrate, and deploy, the System and provide to County all deliverables in accordance with the requirements of this Agreement. Without limiting the generality of the foregoing, NaphCare shall provide all its personnel, equipment, accessories, tools and other items and do all work required for the Project where the same are not expressly identified in this Agreement as being provided by County.

- 4.2. **Coordify and ForensicCare.** Following successful implementation of the TechCare System to County, Naphcare will follow the same process identified herein to implement Coordify and ForensicCare software systems on a timeline mutually agreed upon between County and NaphCare.
- 4.3. **Customization.** NaphCare is responsible for the configuration and/or customization of existing functionality of the standard Systems in order to meet the needs of the County. A Software Requirements Document shall be jointly prepared by the parties for each System and will include all required modifications to the System. The Software Requirements Document must be approved by County.

Following GoLive of the respective software System, NaphCare will provide a 90-Day Acceptance Period. During this time, newly identified customization to each respective System exceeding the scope of the Requirements Document will be provided without cost, up to 75 hours per System. The three systems are TechCare, ForensicCare and Coordify.

In the event a new required customization is identified following the 90-Day Acceptance Period or exhaustion of the 75-hour limit, revisions to previous customizations and/or new customizations shall be treated as Feature Requests pursuant to the process in Section 4.11.

- 4.4. **Integration.** NaphCare is responsible for the development of interfaces by which the

Systems sends and receives data from outside computer systems in order to meet the needs of the County. An Interface Requirements Document shall be jointly prepared by the parties and will include all technical definitions of, and specifications for, all required interfaces. The Interface Requirements Document must be approved by County.

4.5. Testing. NaphCare is responsible for the initial testing and quality assurance of the System based on the Software Requirements Document and Interface Requirements Document. The County will, with NaphCare's assistance, perform User Acceptance Testing. The County will document any Malfunctions identified during Acceptance Testing using a Problem Report. NaphCare will promptly correct any material Malfunctions and notify County when re-testing may be conducted.

4.6. Data Migration. NaphCare is responsible for data migration from the current electronic systems within the County's environment as outlined below.

4.6.1. GoLive Data Import. Data import efforts prior to and immediately following GoLive will be focused on the active patient population only. Outlined below are the data elements, format, and source to be utilized for this purpose.

- i. Allergies, appointments, diets, and problems will be provided in .csv format from the Centricity EHR system for active patients.
- ii. Medication Administration Records will be provided in .pdf format, with logical file naming, from the Centricity EHR system for active patients.
- iii. Encounter Documents will be provided in .pdf format, with logical file naming, from the Centricity EHR system for active patients.
- iv. Medications, allergies, and medication formulary will be provided in .csv format from current pharmacy vendor for active patients.
- v. Offsite Medical Provider listing will be provided in .csv format from County.
- vi. Lab Diagnostic Results will be provided in HL7 format from current lab vendor for all results within the last year of GoLive date.

NaphCare and County will mutually agree to delivery timelines of data to allow for sufficient time to import and validate data in the TechCare environment.

4.6.2. Historical Data Import. Data import efforts following GoLive will be focused on the complete patient population. Outlined below are the data elements, format, and source to be utilized for this purpose.

- i. Key patient information will be provided in CDA format and exported from the Centricity EHR system for all patients.

- ii. Encounter Documents will be provided in .pdf format, with logical file naming, from the Centricity EHR system for all patients.

4.6.3. Retention. NaphCare will import data for patients following the below summary of statutory provisions within the State of Arizona. Patients and/or data exceeding these requirements will not be imported into TechCare. Retention is contingent upon the County providing NaphCare an accurate last date of service, typically the most recent release date from custody.

- i. Adult patients – Based on the Go Live date of the EHR, 6 years following the last date of documented healthcare services.
- ii. Minor patients – Based on the Go Live date of the EHR, 24 years after patient's date of birth

4.6.4. Limitations. The following limitations exist with respect to data conversion efforts by NaphCare.

- i. If not specifically outlined as a defined data format above, NaphCare does not commit to its capabilities to import such data. Specifically, raw or bulk databases or tables that require discovery, definition, mapping or are otherwise unprepared in nature fall within this category. All efforts to import data within this characterization will be best effort and exceed scope of the data migration services outlined herein.
- ii. If CDA documents are found to be non-uniform or inconsistent in format, NaphCare will import the information as a single, human-readable document within the TechCare EHR System.
- iii. Encounter documents provided in .pdf format will be imported in the same format as provided without the ability to "split" documents based on specific encounters or dates of service.
- iv. Historical paper records import will use an on-demand paper chart scanning process whereby charts to be scanned are queued up automatically in the Application. County staff will then use Application's Document Import tool to import the record into the System.

4.7. Training. NaphCare is responsible for pre-Go-Live and Go-Live training/support for all Authorized Users in order to support the management of and ongoing productive use of the System within the County's environment. Training will be provided via the following methods and be fully described within a Training and Go-Live Plan that is jointly created by NaphCare and the County.

- 4.7.1. Introductory Remote Training via Online Meetings
- 4.7.2. Pre Go-Live Onsite Classroom Training
- 4.7.3. Go-Live Onsite Training and Support

4.8. Go Live. NaphCare is responsible for supporting Go-Live activities for use of the System within the County's Production environment. Go-Live scheduling will be described in the Training and Go-Live Plan jointly created by NaphCare and the County. The commitment for the completion and go-live of the overall EHR project shall be determined by both parties. NaphCare shall not be liable for any project delay(s) unless such delay(s) is (are) due to NaphCare's fault. County shall provide written confirmation to NaphCare of go-live start date two (2) weeks in advance of agreed upon date.

Go-Live will be broken into three (3) separate Go-Live Waves for each System; TechCare EHR, Coordify and ForensicCare. The planned timing of each Go-Live activation will be included and agreed upon between NaphCare and County as a part of the Project Plan.

4.9. Support Services. NaphCare will maintain a 24/7/365 Help Desk which includes live staffing by NaphCare employees with the required expertise to provide support for the System and associated deliverables as outlined herein.

In response to a Problem Report related to the System, NaphCare shall correct a reported Malfunction or provide a reasonable workaround sufficient to substantially mitigate the adverse effects of the problem on the normal use of the System. County agrees to reasonably assist NaphCare in its efforts to diagnose the problem and correct a Malfunction by making available information, documentation, access to personnel, and testing reasonably requested by NaphCare from time to time to assist NaphCare in identifying and correcting the problem. From time to time at its discretion, NaphCare also may (i) implement new releases of the System that contain changes, updates, patches, and fixes, and (ii) deliver to County new releases of the client Application Software that contain changes, updates, patches, and fixes.

County's requests for support services shall be submitted by telephone (Critical Issues) or the County Portal (e-mail as a backup) at such numbers and addresses NaphCare shall provide to County from time to time.

4.9.1. Support Escalation Process

Tier	Responsibilities
Tier 0 - Super Users (County)	<ul style="list-style-type: none"> • At each Licensed Site, County will identify a "Super User" who will be trained to have a good overall working knowledge of the Hardware Devices and the System. The Super Users will assist local Authorized Users with general Hardware Device and Application problems. and will be able to generally distinguish between hardware, operating system, network and application errors. If Tier 0 support is unable to resolve the problem, it will be referred to the Tier 1 Service Desk.
Tier 1 - Service Desk (County)	<ul style="list-style-type: none"> • Responsibilities include but are not limited to: <ul style="list-style-type: none"> • Resolving service tickets involving system access problems, passwords, System downtime and Malfunctions not directly related to the Application • Provide assistance in use of the Application and any related System component. • Refer unresolved problems to NaphCare's Tier 2 Service Desk if related to NaphCare's System or Services.
Tier 2 – Service Desk (NaphCare)	<ul style="list-style-type: none"> • Functioning as an escalation point for unresolved Tier 1 problems. Responsibilities include but are not limited to: <ul style="list-style-type: none"> • Troubleshoot hardware and network problems related to NaphCare provided System or Services. • Troubleshoot all database integrity and performance problems. • Routine maintenance, deployment of Updates. • Resolve operational problems with Production deployment. • Coordinate problem resolution with all third party vendors (e.g., suppliers of Third Party Products, vendors supporting interfaces applications/systems). • Refer unresolved problems to NaphCare Tier 3 Service Desk.
Tier 3 – Service Desk (NaphCare)	<ul style="list-style-type: none"> • Functioning as a final escalation point for unresolved Tier 2 problems. Responsibilities include but are not limited to: <ul style="list-style-type: none"> • Provide "24 X 7" support to diagnose and resolve System Malfunctions. • Resolve problems with the EHR Application including all core functionality, interfaces and other middleware. • Resolve problems with any third party software which has been imbedded or integrated with the Application.

4.10. Software Updates. NaphCare shall provide Updates to County as and when they become generally available, at no additional charge (including retrofit of all prior customizations and Feature Requests). NaphCare agrees to deploy any such Update, including any prior customizations and Feature Requests that are contained in the Production System, into the Test environment within thirty (30) days of release of the Update, unless otherwise directed by County. Upon successful testing of the new Update, County will provide notice of acceptance to NaphCare, and the parties will mutually agree on a scheduled date for the migration of the Update to the Production environment. NaphCare will be responsible for applying the update to the Production environment.

4.11. Post System Acceptance Software Customization. As documented in NaphCare's Cost Proposal, following System Acceptance, County may, in its discretion, request that NaphCare develop certain enhancements to the System desired by the County. NaphCare agrees to develop and install such County-requested enhancements, following the below process:

4.11.1. Feature Requests will be submitted to NaphCare by County via the TechCare Online County Portal along with detailed business and functionality requirements.

4.11.2. NaphCare will review and estimate the work effort required to implement the feature and notify the County accordingly.

4.11.3. County designee shall allow implementation (approve) or deny implementation of each Feature Request and will provide the priority of each approved Feature Request.

4.11.4. NaphCare shall commence work on all approved Feature Requests and shall provide updated information on a recurring basis including the Feature Request, its status, the hours worked to date and the estimated hours needed for completion of the Feature Request.

4.11.5. NaphCare shall include the Feature Request in a future version of the Application for County testing and acceptance.

4.11.6. Upon successful testing of the new Update (and completion of any required regression testing), County will provide notice of acceptance to NaphCare, and the parties will mutually agree on a scheduled date for the Update to the Production environment.

4.11.7. Additional hours for approved Feature Requests will bill at a rate of \$180.00 per hour.

4.12. SureScripts Medication History for Reconciliation. NaphCare shall include an allowance of 7,500 SureScripts results per contract year. A result indicates a patient match, but may or may not contain medication information. A query on the same patient within 30 days will not be counted toward the allowance. Any result beyond the 7,500 allowance will be billed at \$2.00 per result and will be invoiced quarterly, in arrears.

SureScripts Medication History for Reconciliation is provided by a 3rd Party and pricing is subject to change.

- 4.13. Electronic Prescription of Controlled Substances. NaphCare shall include up to 5 (five) provider licenses for EPCS services within the TechCare EHR license. For additional provider licenses, an annual cost of \$1,700 will be billed annually, in advance. EPCS Services are provided by a 3rd Party and pricing is subject to change
- 4.14. Hosting Services. NaphCare will provide and maintain a secure data center environment in order to remotely host the provided Software Systems. NaphCare will provide and maintain all necessary network infrastructure, computer hardware, data storage, third party software (such as database software), technology, operating systems, and remote access software needed to remotely host the Application and the County Data in compliance with the performance standards set forth in herein.
- 4.15. Application Environments. NaphCare will provide Application Environments to support the ongoing use of the Application as follows:
- 4.15.1. System development environment ("Dev") in order to support the implementation including (i) Dev Application environment, (ii) Dev database services and storage, (iii) Dev file storage, and (iv) Dev interface services within NaphCare's infrastructure environment.
- 4.15.2. System test environment ("Test") in order to support the ongoing productive use, including (i) Test Application environment, (ii) Test database services and storage, (iii) Test file storage, (iv) Test interface services.
- 4.15.3. System production environment ("Prod") in order to support the Go-Live (activation) and ongoing productive use, including (i) Production Application environment, (ii) Production database services and storage, (iii) Production file storage, (iv) Production interface services.
- 4.16. Application Access. NaphCare will provide Network Connectivity Services to support the connectivity of County to hosted Server Infrastructure via:
- 4.16.1. Redundant, static VPN over Internet as described in Exhibit A-1.
- 4.16.2. Remote Desktop in which Internet is provided at NaphCare datacenters by NaphCare and Internet is provided at County's Licensed Sites by County.
- 5. County Obligations.** Subject to terms and conditions of this Agreement and provided NaphCare is not in material breach of its obligations hereunder, County shall provide the following Services during the Term:
- 5.1. External Connectivity. As described in Exhibit A-1, County and NaphCare will establish no less than two (2) static, point-to-point virtual private network (VPN) connections between County network and NaphCare infrastructure. The mutually established VPNs will traverse the existing Internet connections of both County and NaphCare using

industry standard protocols and encryption techniques. County shall allow communication across the following ports within the before mentioned point-to-point VPN connection:

- TCP 1433, 1434 – SQL
- TCP 139, 445 - SMB Windows File Share
- UDP 137, 138 - SMB Windows File Share
- ICMP – Ping
- TCP/UDP 53 - DNS

County shall provide Internet access as required for use of application via Remote Desktop Services (RemoteApp) including access to the following port:

- TCP 443 - SSL

Failure of County to provide access methods or properly maintain those methods outlined above will result in NaphCare being unable to provide SaaS Services as outlined in this Agreement.

5.2. Internal Connectivity. County will provide Network Connectivity Services to support the connectivity of County endpoints to hosted Server Infrastructure as follows and as further described in Exhibit A-1:

5.2.1. County shall provide sufficient internal LAN network connectivity and WAN infrastructure for County's Licensed Sites. County LAN and WAN networks will support at least 0.12Mbps per concurrent session with <40ms latency.

5.2.2. County will provide and support any network equipment which resides within County facilities which is required for implementation of connectivity

5.2.3. County shall provide access to the use of enterprise network management services including, but not limited to, Domain Name Services (DNS) and Shared/Network Printing Services in order for proper Application functionality.

5.3. Data Migration. NaphCare's ability to migrate the Patient information is based on the availability of current sources and NaphCare's ability to access that information in a timely manner. It is County's responsibility to ensure reasonable access to the information in support of the Data Migration service as described in Section 4.6. Further, County and NaphCare may agree that County, when in the best interest of the County, complete some data migration efforts. This includes manual entry by County of Offsite Appointments, Treatments, and Flags (alerts).

5.4. Facilities and Access. County shall provide sufficient access and facilities and/or working space within a facility for NaphCare to complete its obligations pursuant to the terms of the Agreement.

5.5. Human Resources. County shall provide access to sufficient Subject Matter Experts

(SMEs) whose knowledge of existing and future workflows will drive the customization of the Application to fit County's environment.

5.6. Support Conditions. NaphCare's obligation to provide Maintenance and Support Services is conditioned upon (i) County's use of the Application in an information technology environment meeting the requirements set forth in the Documentation and (ii) County's having installed in accordance with NaphCare's instructions the latest (i.e., most current) version of the Application; provided, however, that NaphCare shall provide Maintenance and Support Services with respect to a prior version of an Application for at least three (3) months following delivery to County of an updated version of the Application. NaphCare shall extend support of a prior version of the Application beyond three (3) months if County, through its testing, is unable to accept the updated version of the Application.

5.7. Remote Access. County shall provide NaphCare remote access to County owned and maintained infrastructure supporting the application as necessary for NaphCare personnel to provide the Maintenance and Support Services set forth in this Agreement.

5.8. Supporting Hardware, Software and Services. County is responsible for providing and supporting software that may complement the System, but not be a part of it. Such supporting software includes, but is not limited to, the following:

- Office Productivity Software
- Dictation Software
- Clinical Reference Software
- Identity Management Services
- 2-Factor Authentication Services
- Operating System Patching
- Security of Network, Infrastructure
- Interface Vendor Services from 3rd Parties
- Computer Workstations (Desktop, Laptops, Tablets)
- Peripheral Printing Devices
- Peripheral Signature Capture Devices

5.9. Security and Authentication. County, including its vendors, shall assign a user ID and password to each Authorized User of the System. Credentials will be maintained on the NaphCare Infrastructure/Hosted Domain specific to Pima County and can be managed by County-authorized individuals and/or vendors using NaphCare's secure credential management web portal. Assigned credentials will be used to access both the TechCare EHR Application and the RemoteApp delivery of the application as needed.

County shall maintain or cause to be maintained the confidentiality of all such user IDs and passwords, including implementing and enforcing such policies and procedures as County deems appropriate thereto and County shall maintain adequate technical,

physical, and procedural access controls and system security requirements and devices to ensure that access to the System by or through County is limited to duly authorized persons. County shall be solely responsible for all use or misuse of its user IDs and NaphCare shall have no obligation to monitor for or report any use or attempted use of County's user IDs. All such user IDs and passwords are deemed to be Confidential Information of County, and County shall take reasonable steps to ensure that its personnel not share user IDs or passwords and not attempt to access the System except as duly authorized. NaphCare shall not be liable to County for any loss or damage arising out of or relating to County's failure to maintain its obligations set forth in this section.

- 5.10. Updates. For Updates to County-owned, client (workstation) Application Software, NaphCare shall provide all Updates through the secure TechCare File Portal. Application Update files will be appropriately named with version and date identifiers along with appropriate technical documentation. County will be responsible for the retrieval and execution of Application Updates for the workstation environments based on the files and documentation provided. County will provide written notification to NaphCare when installing workstation versions of the Application.

End of Exhibit E

Exhibit F
Business Associate Agreement

This Business Associate Agreement ("Agreement") dated August 16, 2021 (the "Effective Date"), is entered into by and between Pima County ("Covered Entity") and NaphCare, Inc. ("Business Associate"), for the purposes of complying with the privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and the privacy and security provisions of the American Recovery and Reinvestment Act of 2009 and its implementing regulations ("ARRA"). Covered Entity and Business Associate may be individually referred to as "Party," and collectively referred to as the "Parties."

WHEREAS, Covered Entity has been authorized to enter into Business Associate Agreements on behalf of its affiliates, in that certain Agreement among Pima County dated August 16, 2021.

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, receive, maintain, use or transmit health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (including, but not limited to, parties meeting the definition of "covered entity" or "business associate") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. Business Associate Obligations.

- 1.1 Business Associate may receive from Covered Entity, or create, receive, maintain or transmit on behalf of Covered Entity, health information that is protected under

applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in HIPAA or ARRA, as applicable, and all references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or Security Standards (as of the compliance deadline for such standards) if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

- 1.2 Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA and ARRA, conducting a security risk assessment, and training Business Associate employees who will have access to PHI with respect to the policies and procedures required by HIPAA and ARRA.
 - 1.3 In the event of a Breach (as hereinafter defined) of any Unsecured PHI or EPHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity in connection with the Business Arrangements, Business Associate shall provide notice of such Breach to Covered Entity within ten (10) calendar days. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. "Unsecured PHI or EPHI" shall mean PHI or EPHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.
 - 1.4 Notice of a Breach to Covered Entity shall include the identification of each individual whose PHI or EPHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach. At the request of Covered Entity, Business Associate shall identify: the date of the Breach, the date the Breach was discovered by the Business Associate, or, by the exercise of reasonable diligence should have been known, the scope of the Breach, the Business Associate's response to the Breach, the identification of the party responsible for causing the Breach, if known, and any other available information that the Covered Entity is required to include in any notification to the individual(s) affected.
 - 1.5 In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate.
2. **Use of PHI.** Except as otherwise permitted herein or required by law, Business Associate shall use PHI only for the following purposes: (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health

information by Business Associate is not permitted unless expressly authorized in writing by Covered Entity.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided either that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidentially and further used and disclosed only as required by law or for the purposes for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensures that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. Business Associate may disclose PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients") and may allow Recipients to create or receive PHI on its behalf only if Recipients agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement, including, but not limited to, the requirement that the Recipients will: (i) comply with all requirements of the Privacy and Security Standards that apply to the Business Associate, (ii) appropriately safeguard all PHI that is either created or received, and (iii) comply with the Breach notification and mitigation requirements under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) calendar days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as directed or agreed to by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) calendar days of such request and shall make any amendment requested by Covered Entity within ten (10) calendar days of such request. The information shall be provided (i) in the form and format requested, if it is readily producible in such form and format; or, if not, in a readable form and format as agreed to by the Covered Entity and the individual, or (ii) in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Covered Entity shall determine whether a denial is

appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 C.F.R. §164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.
7. **Records and Audit.** Business Associate shall make available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's or Business Associate's compliance with the Privacy Standards and Security Standards, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all government authorities served upon Business Associate for PHI.
8. **Confidentiality.**
 - 8.1 Business Associate shall take any steps reasonably required to (i) protect PHI from unauthorized uses or disclosures, and (ii) maintain the confidentiality and integrity of PHI.
 - 8.2 The Parties shall comply with all applicable federal and state laws governing the confidentiality and privacy of health information, respectively, including, without limitation, HIPAA and the regulations promulgated thereunder, and ARRA and the regulations promulgated thereunder.

9. **Term and Termination.**

- 9.1. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 9, provided, however, that any termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- 9.2. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- 9.3. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:
- 9.3.1. Business Associate shall fail to observe or perform any material covenant or obligation contained in this Agreement for ten (10) calendar days after written notice thereof has been given to Business Associate by Covered Entity; or
- 9.3.2. A violation by Business Associate of any provision of HIPAA or ARRA or applicable laws or regulations relating to the obligations of Business Associate under this Agreement.
- 9.4. Termination of this Agreement for either of the two reasons set forth in Subsection 9.3 above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
- 9.5. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- 9.6. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities, and will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal laws, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. FACILITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

11. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

12. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity for and from all claims, demands, lawsuits, losses, damages, liabilities, penalties, fines, or expenses, including reasonable attorneys' fees, asserted by persons or entities against Covered Entity, or incurred by Covered Entity as a result thereof, relating to PHI maintained, used, or disclosed by Business Associate, or by its agents or subcontractors, or arising in any way from Business Associate's, or its agents' or subcontractors', obligations or performance under this Agreement or violations of applicable Federal or state laws, rules or regulations.

13. **Miscellaneous.**

13.1. **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither Party shall refuse delivery of any notice hereunder.

If to Covered Entity: Pima County

With a copy to: Pima County

If to Business Associate: NaphCare, Inc.
2090 Columbiana Road, Ste. 4000
Birmingham, AL 35216
Attention: Legal Department

13.2. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

13.3. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations

hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

- 13.4. **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.
- 13.5. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA and ARRA, including the Privacy Rule, the Security Rule, and the HITECH Act. If any applicable law and/or the regulations promulgated under HIPAA or ARRA are amended, or interpreted by governmental authorities, in a manner that renders this Agreement inconsistent therewith, the Parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations. Notwithstanding the forgoing, if Covered Entity and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations. Except as provided in this Section 13.5., no amendment to this Agreement shall be effective unless it is in writing and signed on behalf of Covered Entity and Business Associate.
- 13.6. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Privacy Standards and/or Security Standards, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
- 13.7. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Covered Entity is located, excluding its conflicts of laws provisions. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Covered Entity is located.

- 13.8. **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
- 13.9. **Nature of Agreement.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (ii) a relationship of employer and employee between the Parties. Business Associate is an independent contractor, not an agent, to Covered Entity and nothing contained herein shall be intended to expand the scope or nature of the relationship. This Agreement does not express or imply any commitment to purchase or sell goods or services.
- 13.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.
14. **Overseas Data and Cloud Computing.** Business Associate agrees not to create, receive, maintain, transmit, use, disclose, access, store or otherwise outsource PHI physically outside of the United States of America. Business Associate agrees not to use cloud computing models, without executing with the cloud vendor a HIPAA-compliant Business Associate Agreement/Addendum containing substantially the same terms as this Agreement.

End of Exhibit F