



Contract number: CT-OMS. 14 * 502
 Effective Date : 7-1-14
 Term Date : 6-30-19
 Cost : \$30,500.-
 Revenue : _____
 Total : _____ NTE: _____
 Renewal By : _____ Action 4-1-19
 Term : _____
 Reviewed by: [Signature] 6-30-19

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: August 5, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Since 2003, Pima County has contracted with the University of Arizona to utilize their telemedicine site at the Pima County Adult Detention Complex (PCADC). Conmed, who is contracted to provide the health care at PCADC, sends x-rays taken on site at PCADC to specialist providers to read and provide their interpretation of the x-rays. The large file sizes of x-rays and the confidentiality of the health information make data transmission over the internet problematic.

Annual expenses for the network include a membership fee of \$2,700 and up to (depending on usage) \$3,400 in telecommunication usage charges. The maximum annual amount is \$6,100, resulting in a five year do not exceed amount of \$30,500.

CONTRACT NUMBER (If applicable): 14*0502

STAFF RECOMMENDATION(S): **Approval**

CORPORATE HEADQUARTERS: Tucson, AZ

Ver. 1
Vendor. 1
Pgs 17

To: COB - 9-23-14
Agenda - 8-5-14
(2)

Procure Dept 07/17/14 PM0442

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$30,500 and/or REVENUE TO PIMA COUNTY:\$ 0

FUNDING SOURCE(S): General Fund

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	X
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IMPACT:

IF APPROVED:

The County will have continued access to the UA Telemedicine Network to transmit x-rays and other data generated at the Pima County Adult Detention Complex (PCADC) to providers located outside of the PCADC. The network in place for reading x-rays will continue to function.

IF DENIED:

The County will have no access to the UA Telemedicine Network and will be unable to provide telemedicine services. The County will be unable to use existing telemedicine equipment already owned by the County.

DEPARTMENT NAME: Office of Medical Services

CONTACT PERSON: Sharon Grant TELEPHONE NO.: 243-7842

PIMA COUNTY OFFICE OF MEDICAL SERVICES

PROJECT: ARIZONA TELEMEDICINE PROGRAM

CONTRACTOR: University of Arizona
Arizona Health Sciences Center
1501 North Campbell Avenue,
P.O. Box 245171
Tucson, Arizona, 85724

AMOUNT: \$30,500.00

FUNDING: General Fund, 2500401

CONTRACT

NO. *CT.DMS-1400000000000000502*

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

(STAMP HERE)

INTERGOVERNMENTAL AGREEMENT

Master Agreement – Single-Site

General Provisions

This Agreement entered into by and between **Pima County**, a body politic and corporate of the State of Arizona, for and on behalf of the **Pima County Office of Medical Services Department**, pursuant to Arizona Revised Statutes §11-251 and 11-254.03 et seq., (hereinafter called "Pima County" or "Telehealth Site" or "Member") and the **Arizona Board of Regents, acting on behalf of The University of Arizona Health Sciences Center, Arizona Telemedicine Program, Tucson, Arizona 85724**, pursuant to Arizona Revised Statutes Title 15, Chapter 13, Article 2, Section 1625(B)(2), (hereinafter called "University") collectively the "Parties";

WITNESSETH:

WHEREAS, Pima County and University may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §11-952, et seq.; and

WHEREAS, University has received funding from the State of Arizona Legislature to establish telehealth/telemedicine communications infrastructure to improve health care in Arizona and to offer a cost-effective alternative to current health care delivery; and

WHEREAS, University is the holder of the required technology and has the knowledge and expertise to establish and manage this communications infrastructure; and

WHEREAS, Pima County is in the patient care delivery service at the Pima County Adult Detention Complex, and desires to be a member and participate in the Arizona Telemedicine Program (ATP) in accordance with this Master Agreement;

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS AS SET FORTH HEREIN, the parties agree as follows:

- 1. Agreement Limitation:** Each Party will retain complete control over such programs of its own that are outside of this Agreement. This Agreement for membership in the Arizona Telemedicine Program does not describe any medical, educational or other services between Pima County and the University. Professional services agreements between members of the network or for specific clinical specialties require separate agreements. This Agreement shall apply to all sites administered by Pima County as set out in the attached Special Provisions.
- 2. Term and Termination.** The Term of this Agreement shall be from **July 1, 2014 through June 30, 2019**. Either Party may cancel this Agreement at any time and without cause by serving upon the other Party 30 (thirty) days advance written notice of such intent to terminate. In the event of such termination, Pima County will pay the University for all services rendered prior to the date of termination.

3. Definitions:

- A. Contract and Agreement: terms are interchangeable and synonymous.
- B. Telemedicine means the practice of health care delivery, diagnosis, consultation, treatment and transfer of medical data through interactive or store and forward audio, video or data communications.
- C. Telehealth is telemedicine plus health education provided through the same delivery mechanisms, including patient access to health information resources and their own health information.
- D. Network Service Hours. The agreed time schedule during which the ATP Network should be available to the Telehealth Site. Note that Network Service Hours may be different from Network Support Hours.
- E. Network Support Hours. The time schedule during which University provides technical support and is available to the Telehealth Site. Note that Network Support Hours may be different from Network Service Hours.
- F. ATP Service Desk. The single point of contact for the Telehealth Site for technical support of the ATP Network and any other systems or equipment that University has agreed to support by way of this Agreement. The most current contact information for the ATP Service Desk is located at the following URL: <http://www.telemedicine.arizona.edu/servicedesk>.
- G. Pima County or Telehealth Site is a location at which Pima County or Telehealth Site Member will be providing the Telehealth and Telemedicine services.

4. Pima County Responsibilities: Each Pima County Site, that satisfies a need for connection to the state Telehealth/Telemedicine Network, as set out in the attached Special Provisions, agrees to the following terms and conditions:

- A. Comply with all applicable federal and state laws and regulations, including but not limited to Arizona Revised Statute 36-3602 regarding patient privacy, confidentiality, informed consent and recordkeeping.
- B. Agree to the Acceptable Use Policies established for the Telehealth/Telemedicine communications infrastructure as defined in EXHIBIT A – Acceptable Use Policy (one page)
- C. Provide and manage all aspects of all applications equipment, software, and network equipment and communications services including but not limited to configuration, security, vendor support, backup installation, and troubleshooting; that are needed to enable the Pima County Site to connect to and utilize the ATP Network excepting any items that both parties agree to in writing that the University will provide and manage as set forth in Section 5c.
- D. If applicable, designate to Pima County's Telecommunications vendor of the telecommunications service that is utilized to connect with the ATP Network that University technical staff are authorized to notify the telecommunications carrier of problems with the telecommunications service and to request repair of the telecommunications service on behalf of Pima County as part of University's network management duties.
- E. Must inform ATP Service Desk at least **10 business days prior** to implementation of any configuration changes by the Telehealth Site that may disrupt communication with the ATP Network or with other ATP Pima County sites that Telehealth Site communicates with via the ATP Network. Include ATP Service Desk in notifications of events such as, but not limited to, maintenance and renovations, that will disrupt communication between the Telehealth Site and the ATP Network.

- F. Notify Telehealth Site's Arizona Telemedicine Network business partners, of any changes that impact or will impact the Pima County Site(s)' capability to provide or receive services via the ATP Network.
- G. Designate by title, a senior administrator and a senior administrator backup that will be responsible for approving Pima County's staff accounts for Telemedicine utilization pursuant to EXHIBIT A - Acceptable Use Policy.
- H. Require new Pima County staff that are granted privileges to Telehealth and network systems connected to the ATP Network to attend ATP information security awareness training and incumbent staff to attend said training when there are changes to policies and procedures and provide University with a signed form indicating that the staff member has completed this training.
- I. Designate a Telehealth coordinator to support the delivery of telemedicine services at the Telehealth site. Coordinator must attend the ATP training program pursuant to Paragraph 5.H. prior to initiation of Telehealth activities.
- J. Duties of the Telehealth coordinator include but are not limited to:
 - (1) responsibility for the implementation of policies and protocols for Pima County's Telehealth operations including but not limited to: protocols detailing how to conduct a Telehealth session with the specific Telehealth system in use at their Telehealth site; policies identifying Pima County's organization personnel that are authorized to utilize the Telehealth system equipment as well as how system access will be limited to authorized personnel; policies that define the safeguards that the Pima County will employ to maintain legally required confidentiality and security of any health information that they transmit, receive or store as part of their Telehealth operations;
 - (2) initiating requests for, coordinating or conducting teleconsultation sessions, or ensuring that an alternate Pima County employee that has been appropriately authorized and trained in the operation of the Telehealth system is available to coordinate or conduct the teleconsultation sessions;
 - (3) oversight for the collection of necessary transaction data (including patient demographic information and patient record information);
 - (4) report any suspected or actual unauthorized use of the Telehealth system, or any suspected breach of patient confidentiality associated with the Telehealth system to the ATP Security Incident Response Team (see EXHIBIT B - ATP Information Security and Service Desk Contact Information (one page) for contact information) immediately after becoming aware of it.
- K. Appropriately protect Telehealth system equipment in a locked and secured area, instituting strong passwords and/or necessary procedures to comply with applicable confidentiality and privacy requirements as well as with any additional secure or restrictive laws or policies that may be applicable to Pima County such as state laws or organizational policies.
- L. Maintain legally compliant administrative, technical and physical safeguards for all Pima County owned and operated Telehealth applications and network equipment except any safeguards that University has specifically agreed to maintain by way of this Agreement.
- M. Follow standard operating procedures for incorporating the results of each teleconsultation into patient records.
- N. Be responsible for the coverage and defense of any claims that arise out of the activities of its staff, including, but not limited to, premises liability, general liability, and professional/technical liability.

- O. Pay the required membership fee, at the beginning of each membership year, according to the terms for each contract year as specified in the attached EXHIBIT D - Special Provisions for Pima County Office of Medical Services. Membership Fees are due in full at the beginning of each year of membership and must be paid within 30 days of receipt of invoice. If payment is not received on or before thirty (30) days following the receipt of an invoice (the "Due Date"), then interest on any such uncontested unpaid amounts owed shall accrue at a rate of 10% per annum commencing on the applicable Due Date. Any payment received shall be credited first to any accrued and unpaid interest then owing, and the remainder to the payment of money then owing.
- P. Participate fully in the Arizona Telemedicine Program's project evaluation program, to include but not be limited to:
 - (1) If applicable, report numbers and types of all consults involving Telemedicine on a monthly basis to ATP Associate Director for Assessment.
 - (2) Collect accurate data on patient or patient relative satisfaction, primary care provider satisfaction, instructor and student satisfaction, and administrative personnel satisfaction as requested.
 - (3) Participate in the collection of data on diagnostic accuracy and clinical outcomes for research and education purposes at the University of Arizona as requested.
- Q. Be responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor.
- R. Pima County understands and acknowledges that it is only permitted to interact with other ATP Sites, and is **not permitted** to utilize the network to communicate with non-members unless approved in advance by ATP.
- S. Agree that with thirty (30) day's notice in writing to the University, Pima County may discontinue ATP services and connectivity to any Pima County site. In such an occurrence, Pima County will be responsible for charges incurred through the end of the thirty (30) day notice period. Such discontinuation will not require an amendment to this Agreement.

5. University Responsibilities:

Pursuant to the attached EXHIBIT D - Special Provisions for Pima County Office of Medical Services, the University shall:

- A. Operate the state Telehealth/Telemedicine wide area network communications infrastructure (Arizona Telemedicine Program Network).
- B. Provide specifications of ATP Network compatible Telemedicine applications and network equipment. Pima County is strongly urged to select ATP Network compatible Telemedicine applications equipment. Failure to do so may result in inability to successfully communicate with the University and other ATP Network members.
- C. Provide consultation to Pima County personnel in the techniques for conducting successful Telemedicine operations, including support for connection of Telemedicine equipment. University at its discretion may provide consultation or technical support for local systems that are not part of the ATP communications network infrastructure.
- D. The ATP staff will manage and operate the network connectivity up to the ATP demarcation point at Pima County Sites.
- E. Utilizing an appropriate wide area network connection provided by Pima County, the University has extended the ATP wide area network to a mutually agreed upon demarcation point on the

premises of Pima County's facilities to support the specifications of the Agreement and takes responsibility for the operation and management of this wide area network link. In the event revisions are required, the Parties agree to work together to revise the diagram showing the network link and the demarcation point. This diagram and any revisions will be kept on file with the ATP Office and Pima County.

- F. Be responsible for the hardware maintenance and repair of equipment owned by the University; however, University discourages Pima County from using such equipment to store the sole copy of any Telehealth site data and will not be responsible for maintenance, preservation, or restoration of such data in the event that such data becomes inaccessible via University equipment.
- G. Monitor, maintain, troubleshoot and correct problems with all network equipment that comprises the ATP network backbone and the ATP wide area network access linkages for each of the Pima County Sites, working with the Pima County network staff, network equipment vendors and service providers as necessary to resolve any operational issues relating to communications over the Arizona Telemedicine Program network infrastructure.
- H. Provide a two (2) day training seminar, as needed and as scheduled by the University to appropriate Pima County personnel covering a broad range of Telemedicine topics including, but not limited to, business and reimbursement, clinical protocols, technical operations and legal/regulatory issues.
- I. Provide access to Continuing Medical Education/Continuing Education content offered by any member of the network. For CME/CE offered by other providers, the University is not responsible for the processing of credits.
- J. Agree that Pima County is permitted to provide services to or receive services from other sites that have established a membership agreement with the Arizona Telemedicine Program via the Arizona Telemedicine Program Network.
- K. Represent that it has full ownership and all rights associated with the software currently used on University owned equipment.
- L. If applicable, provide assistance to Pima County through its ATP Business Office in filing for FCC Universal Services Fund reimbursements for rural telecommunications lines.
- M. Agree that subsequent Pima County Sites may be added, through a duly executed amendment signed by both Parties, under this Agreement. The connection of additional Pima County Sites and resulting traffic may require increased capacity in the network infrastructure, which may be reflected in the membership fee associated with each Pima County Site. Pima County agrees to work with the University to plan the deployment of new applications that may affect the operation of the network for other members.

6. Responsibilities of Both Parties:

A. Confidentiality

- (1) Confidentiality. Both Parties to this Agreement recognize that in order to accomplish the intended goals of Telehealth/Telemedicine it will be necessary to transmit information that is proprietary and confidential between collaborating partners who are members of the network. All such proprietary and confidential information to be transmitted by Pima County to the University shall be identified and described by Pima County in written documents as "Confidential Information". All such proprietary and confidential information, including without limitation, electronic, written, printed, graphic, video and audio material shall be treated by the receiving Party as "Confidential Information".

- (2) Both Parties agree to implement all necessary precautions to safeguard computer and network equipment and protected health information, protect passwords and adhere to acceptable use policies.
- (3) HIPAA. Arizona Telemedicine Program acknowledges and agrees to comply with the HIPAA Business Associate Agreement between the parties, under the terms of this agreement, attached as EXHIBIT C – Business Associate Agreement, incorporated in its entirety to this agreement (five pages).
- (4) Pima County understands and agrees that University may use Pima County's health information (See Section 4) for research and education purposes at the University of Arizona. Pima County will be responsible for notifying its patients of that potential use through its Consent for Treatment and Notice of Privacy Practices procedures, as applicable.

7. Equipment:

A. Purchasing of Applications Equipment

- (1) Pima County may use University as a purchasing agent to acquire network equipment, telecommunications circuits and network equipment maintenance agreements required to facilitate connectivity to the Arizona Telemedicine Program Network. To acquire such equipment under this Agreement, Pima County will issue a purchase order in advance to ATP for the specified equipment and pay the resulting invoice within 30 days of invoice date. If payment is not received on or before thirty (30) days following the invoice date (the "Due Date"), then interest on any such uncontested unpaid amounts owed shall accrue at a rate of 10% per annum commencing on the applicable Due Date. Any payment received shall be credited first to any accrued and unpaid interest then owing, and the remainder to the payment of money then owing.
 - (2) Pima County acknowledges that University may, at its discretion, decline to provide this service.
- 8. Use of Each Party's Name:** University and Pima County will obtain prior written permission from each other before using the Name(s), symbols and/or marks of the other in any form of publicity in connection with the performance of this Agreement. This shall not include legally required disclosure by University or Pima County that identifies the existence of this Agreement. The Parties will not use, nor authorize others to use the name, symbols, marks of the other Party, or the names of the other Party's employees in any advertising or publication material or make any form of representation or statement in relation to the services provided hereby which would constitute an expressed or implied endorsement by University of any service or product without prior written approval from the University.
- 9. Applicable Law:** This Agreement shall be governed by the laws of the State of Arizona and all applicable federal law.
- 10. Additional Features:** The right is reserved by each Party to request any additional features to be included in the relationship covered by this Agreement which such Party may deem necessary, provided that such additional features are consistent with the policies of both Parties. Both Parties hereby agree to give reasonable consideration to all requests, but no additional features shall be added until mutually approved in writing, by authorized signatories for both Parties. In addition, all understandings, interpretations, decisions and acts resulting from, or in the performance of, this Agreement shall be construed and governed solely by the provisions of this Agreement and the State of Arizona.
- 11. Independent Contractor:** In the performance of services hereunder, each Party shall be deemed to be and shall be an Independent Contractor and, as such, shall not be entitled to any benefits

applicable to employees of the other Party. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other Party enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

12. **Miscellaneous:** It is agreed that neither Party transfers to the other by operation of this Agreement, any patent right, copyright right, or other proprietary right of either Party. Neither Party hereto may assign, cede or transfer any of its rights, responsibilities, or obligations under this Agreement without the written consent of the other Party. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof. No waiver of any term, provision, or obligation of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be construed as a further or continuing waiver of any such term, provision or obligation, or of any other term, provision or obligation of this Agreement.
13. **Indemnification:** Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
14. **Insurance:** The University participates in a statutory program of coverage provided under Arizona Revised Statutes (ARS) § 41-621 et seq. Pima County is self-insured in accordance with ARS, Title 11. Such Statutory or self-insurance shall satisfy the insurance requirements as required by state and Federal law.
15. **Non-Discrimination:** The Parties agree to be bound by applicable federal and state law and rules governing Equal Employment Opportunity, Non-Discrimination and Immigration, including State Executive Order 2009-09.
16. **Arbitration:** The parties agree that they will make use of arbitration in any disputes arising under this Agreement subject to mandatory arbitration pursuant to rules adopted under A.R.S. 12-133 and A.R.S. 12-1518.
17. **Conflict of Interest:** This Contract is subject to cancellation pursuant to the provisions of Arizona Revised Statute 38-511 regarding Conflict of Interest.
18. **State Obligation:** The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the legislature of the State of Arizona. Should this legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the term of this Contract, the Arizona Board of Regents may reduce the scope of the Contract, if appropriate, or cancel this Contract without further duty or obligation by delivering written notice to the other Party as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
19. **Non Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, Pima County shall have no further obligation to University other than for payment for services rendered prior to cancellation.

20. Special Provisions:

- A. The attached EXHIBIT D – Special Provisions for Pima County Office of Medical Services, which may set forth additional particular responsibilities of the Parties hereto, are, by this reference, made for all purposes a part of this Agreement. They are not intended to limit the Parties to this Agreement from developing Special Provisions for other programs covered by this Agreement. In cases where the representations of the Special Provisions differ from those in the General Provisions, the representation of the General Provisions shall control.
- B. Special Provisions shall be added or amended as necessary to reflect changes including, but not limited to, payment or personnel changes, and will be attached to and become a part of this Agreement when such Special Provisions have been mutually agreed to and signed by the appropriate and authorized persons for each Party.

21. Notices: Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows:

County:

Pima County Office of Medical Services
Attn: Business Operations Division Mgr.
3950 S. Country Club Rd., Suite 100
Tucson, AZ 85714

University:

Health Sciences Contracts Office
Attn: AHSC Contract Administrator
1501 N. Campbell Ave
P.O. Box 245171
Tucson, AZ 85724-5171

- 22. Referrals:** Neither Party to this Agreement is obligated to use the other as a source of referrals or patient care services. All remuneration through either money, equipment or services within this Agreement arises out of the stated purpose of the Agreement and is not to be construed as an inducement for services or referrals from either Party to the other.
- 23. Entire Agreement:** This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof. In the event of any inconsistency between this Agreement and oral representations or correspondence related hereto, the terms of this Agreement shall govern. This Agreement shall not be modified, amended, altered, or extended except through a written amendment signed by the authorized signatories for each Party.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

The persons executing this Agreement represent and warrant that they have the full power and authority to enter into this Agreement on behalf of the entities for which they are signing.

IN WITNESS HEREOF, the parties hereto have executed this Agreement and agree to carry out the terms of this agreement.

APPROVAL:
PIMA COUNTY

APPROVAL:
**ARIZONA BOARD OF REGENTS on behalf
of THE UNIVERSITY OF ARIZONA**

By: _____
Chair:
Pima County Board of Supervisors

By:  _____
Lewis Barbeiri
Director, Office of Research and Contract
Analysis

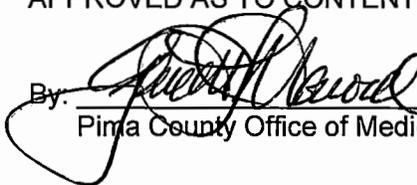
Date: _____

Date: 7/16/14

ATTEST:

By: _____
Clerk:
Pima County Board of Supervisors

APPROVED AS TO CONTENT:

By:  _____
Pima County Office of Medical Services

Pursuant to A.R.S. § 11-952, the undersigned public agency attorneys have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

By:  _____
Deputy County Attorney

By:  _____
University Attorney

Date: 7/17/2014

Date: 7/16/14

EXHIBIT A

Acceptable Use Policy

1. This Telehealth/Telemedicine network infrastructure is intended to deliver access to patient care services using Telemedicine techniques; access to health education content using distance learning techniques; access to limited public Internet resources such as AzHIN, MEDLINE, etc.; provision of bandwidth to members of the network to carry member data traffic that is segregated and independent of other member traffic, as specified in the membership agreement. No other uses of the network are supported unless otherwise specifically agreed upon between the Pima County and the University.
2. Pima County agrees to instruct their employees and/or agents to limit their use to those purposes as set out above. Pima County agrees to post reminders or otherwise appropriately maintain awareness of this Acceptable Use Policy for users that they approve access for.
3. The use of ATP Network to transport illegal content, to send hate speech, to conduct cyber attacks of any type (including but not limited to: denial of service attacks, viruses, bots, or worms) or to send threats of any kind is strictly prohibited.
4. Pima County will not interconnect the Telehealth/Telemedicine network infrastructure to any other network (internal or external), or connect any systems enabled to communicate with the ATP network without prior specific written approval by the University through the workplan process specified in Paragraph 4.E.
5. The use of the ATP Network to attempt to intercept any data not intended for the member, or to "hack" into other members' systems is strictly prohibited.
6. Pima County must obtain University consent prior to relocating network equipment connected to the state Telehealth/Telemedicine infrastructure or performing any action that could disrupt the operation of the network. Please refer to Paragraph 4.E.
7. Pima County will provide appropriate safeguards of access to the Telehealth/Telemedicine network infrastructure so as to prevent unauthorized access from the Telehealth site to any systems via the ATP Network.
8. It is ATP policy that no one under the age of 18 is permitted to operate any Telehealth system that communicates via the ATP Network and that only authorized personnel employed by the Telehealth site that have been trained in the protocols of operating the Telehealth system equipment as well as in the associated policies, protocols and safeguards defining the acceptable and appropriate use of the Telehealth system may be permitted to operate the Telehealth equipment.
9. Violation of the Acceptable Use Policies originating from Pima County may result in immediate disconnection of the Telehealth Site from the ATP Network depending on the severity of the violation. University will notify Pima County of violations (actual or suspected). Pima County must provide written notification to University of the actions taken to remedy or mitigate the violation(s) within 15 days and in some cases prior to re-establishment of network connectivity. Failure to take the appropriate actions and provide the required notifications may result in the immediate cancellation of the membership agreement and disconnection from the ATP Network.

EXHIBIT B

ATP Information Security and Service Desk Contact Information

Arizona Telemedicine Program Security Incident Response Team Contact Information

Page 1-520-281-6233 any time 24 x 7 x 365 with your callback #.

Arizona Telemedicine Program Service Desk Contact Information

For the most up to date ATP Service Desk contact information and schedules, please visit the following URL: <http://www.telemedicine.arizona.edu/servicedesk>.

EXHIBIT C

Business Associate Agreement

This Business Associate Agreement (this "BAA") supplements and is made a part of the Arizona Telemedicine services agreement entered into on July 1, 2014 ("the Services Agreement") by and between Pima County, a body politic and corporate of the State of Arizona, for and on behalf of the Pima County Office of Medical Services ("Covered Entity") and the Arizona Board of Regents, acting on behalf of The University of Arizona Health Sciences Center, Arizona Telemedicine Program ("Business Associate"). This BAA sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA") for telemedicine services provided by Business Associate under that Services Agreement.

AGREEMENT:

Covered Entity may make available and/or transfer to Business Associate Protected Health Information ("PHI") of individuals in conjunction with Services provided by Business Associate, which Business Associate will use or disclose only in accordance with this BAA.

Business Associate and Covered Entity agree to the terms and conditions of this BAA 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 Standards") applicable to each party and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C ("Security Standards"), both as amended from time to time. Unless otherwise provided, all capitalized terms in this BAA will have the same meaning as provided under the Privacy Standards and Security Standards. Business Associate and Covered Entity will comply with the terms of this BAA for the duration of this BAA and for such other continuing periods as provided in this BAA. Upon the compliance date of any final regulation or amendment to final regulation promulgated by the Secretary of the Department of Health & Human Services that affects Business Associate's use or disclosure of PHI, the parties agree to take such reasonable action as is necessary to amend this BAA in order for Covered Entity to comply with such final regulation or amendment to final regulation.

1. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION:

Business Associate will use or disclose PHI received from Covered Entity only for those purposes necessary to perform Services, or as otherwise expressly permitted in this BAA or required by law, and will not further use or disclose such PHI. Business Associate may use PHI to perform data aggregation services as permitted by 45 CFR § 164.504(e)(2)(i)(B).

Business Associate agrees that anytime it provides PHI received from Covered Entity to a subcontractor or agent to perform Services for Covered Entity, Business Associate first will enter into a contract with such subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this BAA.

Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

2. BUSINESS ASSOCIATE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION FOR ITS OWN PURPOSES:

Business Associate may use or disclose PHI received from Covered Entity for Business Associate's management and administration, or to carry out Business Associate's legal responsibilities. Business Associate may disclose PHI received from Covered Entity to a third party for such purposes only if:

- (1) The disclosure is required or permitted by law; or

- (2) Business Associate 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 the Business Associate of any breaches in the confidentiality of the PHI.

3. SAFEGUARDS:

Business Associate will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI received from Covered Entity for purposes other than those permitted by this BAA. Business Associate also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("e-PHI"), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed.

4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION AND OF SECURITY INCIDENTS AND BREACHES:

Business Associate will report in writing to Covered Entity any use or disclosure of PHI received from Covered Entity for purposes other than those permitted by this BAA within 10 business days of Business Associate's learning of such use or disclosure.

Business Associate will report to Covered Entity any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with system operations in an information system containing electronic PHI of which Business Associate becomes aware within 10 business days of Business Associate learning of such event. Where feasible, Business Associate agrees to monitor unsuccessful security incidents and will provide a report on any interventions or corrective action taken in response to such unsuccessful attempts, provided however that such reports will be provided only as frequently as the parties mutually agree, but no more than once per month.

5. ACCESS TO PROTECTED HEALTH INFORMATION:

(1) Covered Entity Access. Within 10 business days of a request by Covered Entity for access to PHI received from Covered Entity, Business Associate will make requested PHI available to Covered Entity.

(2) Individual Access. If an individual asks the Business Associate for access to PHI received from Covered Entity, Business Associate will within 10 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an individual pursuant to such a request.

6. AMENDMENT OF PROTECTED HEALTH INFORMATION:

(1) Covered Entity Request. Within 10 business days of receiving a request from Covered Entity to amend an individual's PHI received from Covered Entity, Business Associate will provide such information to Covered Entity for amendment. Alternatively, if Covered Entity's request includes specific information to be included in the PHI as an amendment, Business Associate will incorporate such amendment within 10 business days of receipt of the Covered Entity request.

(2) Individual Request. If an individual makes a request for amendment directly to Business Associate, Business Associate will forward within 10 business days such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI, and Business Associate will make no such determinations.

7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION:

Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.528.

Business Associate will maintain this disclosure record for six years from the termination of this BAA.

Within 10 business days of receiving a written notice from Covered Entity of an individual's request for an accounting, Business Associate also will provide to Covered Entity its disclosure record.

If an individual requests an accounting of disclosures directly from Business Associate, Business Associate will forward the request and its disclosure record to Covered Entity within 10 business days of Business Associate's receipt of the individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the individual. Business Associate will not provide an accounting of its disclosures directly to any individual.

8. OBLIGATIONS OF COVERED ENTITY:

(1) Covered Entity Direction Regarding Use of Protected Health Information. Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity will notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Additionally, Covered Entity will notify Business Associate of any changes in or revocation of permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity Notice of Privacy Practices. Covered Entity shall make available to Business Associate a copy of its Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

9. ACCESS TO BOOKS AND RECORDS:

(1) Covered Entity Access. Business Associate will, within 10 business days of Covered Entity's written request, make available during normal business hours at Business Associate's offices, all records, books, agreements, policies and procedures relating to the use or disclosure of PHI received from Covered Entity for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate's compliance with this BAA.

(2) Government Access. Business Associate will make its internal practices, books and records on the use and disclosure of PHI received from Covered Entity available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

10. TERMINATION:

Without limiting the rights of the parties elsewhere set forth in the BAA or applicable Services Agreement or available under applicable law, if either party breaches its material obligations under this BAA, the other party may, at its option: (a) Require breaching party to submit to a plan of monitoring and reporting, as the non-breaching party may determine appropriate to maintain compliance with this BAA and non-breaching party shall retain the right to report to the Secretary of HHS any failure by the breaching party to comply with such monitoring and reporting; or (b) Provide written notice of termination of the BAA and applicable Services Agreement, without penalty to the non-breaching party or recourse to the breaching party, after affording the breaching party a reasonable opportunity of at least 30 days to

cure the breach. The non-breaching party's remedies under this Section and set forth elsewhere in this BAA shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

11. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION:

Upon termination, cancellation, expiration or other conclusion of the BAA and subject to Business Associate's records retention policies, Business Associate will identify any PHI that Business Associate created or received for or from Covered Entity and will return or destroy all PHI, if it is feasible to do so, and retain no copies thereof. If return or destruction of PHI is not feasible, business associate will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. If return or destruction of PHI is not feasible, business associate shall:

- (1) Notify covered entity in writing of the specific reasons why the business associate has determined it is infeasible to return or destroy the PHI;
- (2) Agree to extend any and all protections, limitations, and restrictions contained in this Exhibit to business associate use, disclosure, security, breach notification and enforcement of any PHI retained after the termination of this Agreement; and
- (3) Agree to limit any further uses and disclosures to those allowed under the HIPAA Rules for the purposes that make the return or destruction of PHI infeasible.

12. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION:

Covered Entity agrees to advise Business Associate in writing of any changes in, or restrictions to, the permitted use or disclosure of PHI received from Covered Entity. Business Associate will restrict the use or disclosure of such PHI consistent with the Covered Entity's notification.

13. MITIGATION PROCEDURES:

Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from Covered Entity in a manner contrary to this BAA or the Privacy Standards.

14. OBLIGATIONS REGARDING BUSINESS ASSOCIATE PERSONNEL:

Business Associate will inform all of its employees, agents, representatives and members of its workforce ("Business Associate Personnel"), whose services may be used to satisfy Business Associate's obligations under the applicable Services Agreement, if any, or this BAA, of the terms of this BAA. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violates this BAA.

15. MISCELLANEOUS

(1) COMPLIANCE WITH LAWS:

The parties are required to comply with applicable federal and state laws. If this BAA must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this BAA upon thirty days' written notice to the other party.

(2) CONSTRUCTION OF TERMS:

The terms of this BAA will be construed in light of any applicable interpretation or guidance on the Privacy Standards, Security and Breach Notification Standards issued by the Department of Health and Human Services.

(3) NO THIRD PARTY BENEFICIARIES:

Nothing in this BAA will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(4) NOTICES:

Whenever under this BAA one party is required to give notice to the other, such notice will be deemed given if mailed by first class United States mail, postage prepaid:

Business Associate Contact: AHSC Contract Administrator, Health Sciences Contracts
Address: 1501 N. Campbell Avenue, Room 1119
P.O. Box 245171
Tucson, AZ 85724-5171

Covered Entity Contact: Division Manager, Pima County Office of Medical Services
Address: 3950 S. Country Club Road, #300
Tucson, Arizona 85714

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

(5) ENTIRE AGREEMENT:

This BAA constitutes the entire agreement between the parties with regard to the Privacy Standards, Security and Breach Notification Standards, there are no understandings or agreements relating to this BAA that are not fully expressed in this BAA and no change, waiver or discharge of obligations arising under this BAA will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

EXHIBIT D

Special Provisions for Pima County Office of Medical Services

1. **Effective Date:** July 1, 2014
2. **Connected Site:** Pima County Adult Detention Complex (Main Jail)
1270 W. Silverlake
Tucson, Arizona 85713

(Pima County TB Clinic – VPN Connection)
3. **Site Authorized Network Service Types:** Clinical, Educational, Administrative
4. **Site Network Service Hours:** 24 x 7 x 365
5. **Site Network Support Hours:** 24 x 7 x 365
Site Membership Type: Multi-Site Single Site VPN CME Other _____
6. **Annual Fees:**
Membership: Membership requires an annual fee which is \$2,700.00. This fee is payable in full at the start of each membership year and is due within 30 days from invoice date. Any fee increase will be sent 60 days prior to increase.
 - (i) **Costs and Fees:** Telecommunications and equipment costs provided are estimates based on quotes provided to University by equipment and service vendors. Site will pay for all other costs and are responsible for their own telecom and maintenance costs. *Estimated costs are subject to change based on actual charges.*
 - (ii) Estimated Costs and Fees, per annum:

Telecommunication Charge:	\$3,400.00
Membership:	<u>\$2,700.00</u>
Total Estimated Costs & Fees, per annum:	\$6,100.00
 - (iii) Invoices shall be sent to:
Attn: Division Manager
Office of Medical Services
3950 S. Country Club Rd., Suite 300
Tucson, AZ 85714
7. **Payment:**
If applicable, purchase of Equipment. If purchased through University, Member will issue a purchase order in advance to University for the specified equipment and pay the resulting invoice within 30 days of receipt, pursuant to Paragraph 7.A.(1).
Membership. Pursuant to Section 4.O, payable in full at the start of each membership year and is due within 30 days of invoice date.
Telecommunication Charges. Telecommunication charges, based on actual usage, will be billed by the University semi-annually and are due within 30 days from invoice date.