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NOV 10 2016

MEMORANDUM

FIRE, HEALTH & MEDICAL DEPARTMENT

DATE: NOVEMBER 10, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, CITY MANAGER *MR*

FROM: THOMAS DWIGGINS, FIRE CHIEF *TD*

SUBJECT: RESOLUTION NO. 5000 AUTHORIZING THE PARTICIPATION AGREEMENT WITH ARIZONA HEALTH-e CONNECTION

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 5000 authorizing the participation agreement with Arizona Health-e Connection and authorizing the City officers and employees to perform all acts necessary to give effect to the Resolution.

BACKGROUND/DISCUSSION: In April of 2004, President Bush called for widespread adoption of interoperable electronic health records (EHR) within 10 years. As a direct result of this action, in August of 2005 Governor Janet Napolitano signed executive order 2005-25, detailing several key objectives and milestones for the development of the Arizona Health-e Connection. The Arizona Health-e Connection is designed to facilitate the interoperability of electronic health records, as President Bush had called for, by providing an electronic Health Information Exchange (HIE).

The Network, operated by Arizona Health-e Connection (AzHeC), provides secure access to patient health information as well as the secure exchange of patient health information between the Network and its participating organizations and providers. Through the secure sharing of health information among authorized participants, the Network is enabling Arizona's health care communities to improve health care coordination, quality and safety, and to reduce costs.

Currently, the Network has nearly 200 participants, as shown in the attachment, and over 6 million unique patients. Access to the Network will allow City of Chandler healthcare providers to obtain relevant and timely patient information that will allow for a better understanding of their medical needs. Additionally, it will provide a conduit for connecting patients to their healthcare network for appropriate follow-up care that is often lacking in the current systems. Moreover, the participation agreement will automatically renew for additional one year terms, unless

terminated by either entity, allowing the City of Chandler the ability to sustain these needed services.

FINANCIAL IMPLICATIONS: None, the Network provides access to first responders for free.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 5000 authorizing the participation agreement with Arizona Health-e Connection and authorizing the City officers and employees to perform all acts necessary to give effect to the Resolution.

Attachments:

1. Resolution No. 5000
2. Arizona Health-e Connection Participation Agreement
3. PDF of current Network Participants

RESOLUTION NO. 5000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING THE NETWORK PARTICIPATION AGREEMENT BETWEEN THE CITY OF CHANDLER AND ARIZONA HEALTH-E CONNECTION

WHEREAS Arizona Health-E Connection is a non-profit organization providing a secured single connection network for electronic health information exchange (“The Network”) to facilitate an integrated statewide health information technology and health information exchange that will reduce health care costs, improve patient safety and improve the quality and efficiency of health care and public health in Arizona.

WHEREAS when the Chandler Fire, Health & Medical Paramedics, EMT’s and Social Workers have immediate access to all of a patient’s medical information, the care team can make more informed decisions about a patient’s health care

WHEREAS the Network will assist Chandler Fire, Health & Medical to create more comprehensive patient records to provide the right health information at the right time and place in order to better serve the residents of Chandler.

WHEREAS the Network will provide access to Chandler Fire, Health & Medical to hospital outcome data which supports a more comprehensive and timely quality improvement program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Chandler, Arizona as follows:

Section 1: That the Network Participation Agreement, as attached hereto, is hereby adopted by the City of Chandler.

Section 2: That the various City officers and employees are authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this day of November 2016.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5000 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the day of November 2016, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



THE NETWORK PARTICIPATION, SERVICES & FUNDING AGREEMENT

This Participation, Services & Funding Agreement (“Participation Agreement”) is entered into between Arizona Health-e Connection (“AzHeC”) and Chandler Fire, Health & Medical (“Participant”), with an effective date of _____ (“Effective Date”). Throughout this Participation Agreement AzHeC and Participant may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

1. AzHeC is a non-profit organization providing a secure network for electronic health information exchange (“The Network”). The AzHeC mission is to facilitate the design and implementation of integrated statewide health information technology (HIT) and health information exchange (HIE) that supports the information needs of all health care stakeholders to reduce health care costs, improve patient safety and improve the quality and efficiency of health care and public health in Arizona.
2. Participants in The Network include Data Recipients and Data Suppliers, as defined below. A participant in The Network may be a Data Recipient, a Data Supplier, or both.
3. This Participation Agreement sets forth the terms and conditions of Participant’s access to The Network.

AGREEMENT:

1.0 DEFINITIONS

Applicable Law means federal, state and local statutes and regulations that are applicable to the Participant, or those applicable to AzHeC.

Authorized User means an individual authorized by Participant under this Participation Agreement to use The Network to access or receive Data for a Permitted Use.

Data means any information transmitted to The Network by Data Suppliers, including but not limited to Protected Health Information (“PHI”).

Data Exchange means electronically providing, receiving, or accessing Data through The Network.

Data Recipient means the legal entity that has entered into a Participation Agreement and whose Authorized Users will access or receive Data using The Network.

Data Supplier means an entity that makes Data available for access through The Network and has entered into a Participation Agreement.

Data Services means the services provided to AzHeC participants, including, but not limited to the administrative, operational, and information system support services required to operate The Network.

Patient or Individual means a person who has received or will receive treatment or health care services from a Health Care Provider. For purposes of individual rights set forth in the HIPAA Business Associate Agreement at Exhibit A, the term "Patient" or "Individual" shall include, with respect to individuals under legal disability, the parent(s), guardian or other legally authorized representative of such person.

Permitted Use includes treatment, care coordination, case or care management, transition of care planning, or other purposes approved by the AzHeC Board of Directors, which are permitted by Applicable Law. Any such Permitted Use is subject, however, to an Individual's right under state or federal law to opt-out of permitting access to his/her Data.

Other Definitions: Unless otherwise defined in this Participation Agreement, all capitalized terms in this Participation Agreement will have the same meaning as provided under the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (the Privacy Rule), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the Security Rule), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 160 and Part 164, Subpart D (the Breach Notification Rule), all as amended from time to time.

2.0 AZHEC OBLIGATIONS

2.1 Services Provided by AzHeC.

(a) Network Operation and Data Management Services. AzHeC will maintain and operate The Network and provide the Data Services (whether through its own resources or those of its Subcontractors or third party vendors) that are set forth in Exhibit B. AzHeC is responsible for the hardware, operating system(s), applications, and interfaces necessary to exchange clinical and administrative information with Participant's designated systems over a secure encrypted network connection ("VPN") provided by the Participant. Participant is responsible for Participant's hardware, operating system(s), networks, applications and interfaces to permit its designated systems to connect to The Network by way of the Participant's VPN.

(b) Use of Subcontractors and Third Party Vendors. AzHeC may contract with Subcontractors and third party vendors to maintain and operate The Network's hardware, applications or to provide the Data Services. AzHeC will require that its Subcontractors and third party vendors comply with the applicable terms and conditions of this Participation Agreement and applicable laws and regulations. AzHeC will be responsible for the performance of its Subcontractors and third party vendors when performing any Data Services under this Participation Agreement, as if AzHeC had directly performed such Data Services.

2.2 AzHeC Records of Data Exchange; Use and Disclosure of Data.

(a) AzHeC Records. AzHeC will maintain records relating to the operation of The Network, including records of the date, time and records that are received, transmitted or accessed by a

Data Recipient or an Authorized User in each Data Exchange as set forth in its Policies as described in Section 2.3. AzHeC will not be responsible for maintaining records of the content of any Data Exchange or inspecting the content of Data.

(b) Data Storage and Maintenance. AzHeC will store Data (for example, for a continuity of care record or for storage of certain demographic, imaging, laboratory or pharmaceutical information). AzHeC's storage of such Data will be governed by this Participation Agreement.

(c) AzHeC Use and Disclosure of Data and Information Related to Data Exchanges.

(i) AzHeC will not Use or Disclose Data or information relating to Data Exchanges to third parties except: (i) for a Permitted Use; (ii) as required by law or subpoena in accordance with A.R.S. § 36-3808; (iii) as directed in writing by the Data Supplier that provided the Data; or (iv) to an individual in accordance with A.R.S. § 36-3802.

(ii) If AzHeC or any of its Subcontractors or third party vendors receives a court order or subpoena for Data, or request for Data by a government entity pursuant to law, AzHeC, to the extent permitted by law, will provide notice to the Data Supplier that provided the Data, if known, as soon as possible, but not more than 5 calendar days from receipt of the request, so that the Data Supplier has an opportunity to object to the court order, subpoena or governmental request. AzHeC will not be responsible for contesting or objecting to any such court order, subpoena or governmental request, but will reasonably assist a Data Supplier in its efforts to do so at no cost to AzHeC. AzHeC will comply with A.R.S. § 36-3808 in responding to subpoenas.

(iii) AzHeC and its Subcontractors and third party vendors may access Data and information relating to Data Exchanges only to provide Services to AzHeC participants, for the testing, operation and maintenance of The Network, to conduct investigations and actions relating to compliance with this Participation Agreement, and as permitted by this Participation Agreement. AzHeC and its subcontractors and third party vendors must comply with AzHeC Policies and applicable laws.

2.3 Policies.

(a) Establishment of Policies. The Board of Directors of AzHeC (the "Board") (or its delegates) will establish policies ("Policies") that will govern AzHeC's and Participant's activity related to The Network, and will make these Policies available to AzHeC participants or prospective participants upon request. AzHeC will develop and maintain a process for consultation with participants regarding such Policies, and encourages Participant to provide input into the development of Policies through the Board of Directors or the working groups and committees to which such efforts are delegated by the Board. These Policies may govern AzHeC's and Participant's use of The Network and the use, submission, transfer, access, privacy, security, accuracy of Data, and the standards for vendor contracting and quality control, and policies and procedures with regard to Patient notification and consent. Participant will have no ownership or other property rights in the Policies or other materials or services provided by AzHeC.

(b) Changes to Policies. The AzHeC Board may change or amend the Policies from time to time at its discretion. AzHeC will provide Participant at least 30 days' advance notice of material changes to Policies before their effective date, unless the AzHeC Board determines that an earlier

effective date is required to address a legal requirement, a concern relating to the privacy or security of Data or an emergency situation. AzHeC also may postpone the effective date of a change if the AzHeC Board determines, in its sole discretion, that additional implementation time is required. If the AzHeC Board amends the definition of Permitted Use as set forth in Section 1.0, Participant may terminate this Participation Agreement with 30 days' advance notice to AzHeC, unless such amendment is Required by Law.

(c) Security. AzHeC will implement Policies that are reasonable and appropriate to protect Data from improper access, tampering or unauthorized disclosure and to secure compliance with applicable laws and regulations. Such Policies will include administrative procedures, physical security measures, and technical security services that are reasonably necessary to assure the confidentiality, integrity, and the availability of the Data. AzHeC and Participant will comply with all security Policies established by AzHeC. If Participant's security requirements are more stringent than AzHeC Policies, AzHeC will cooperate with Participant to accommodate Participant's more stringent security requirements, to the extent feasible. Throughout the term of this Participation Agreement, AzHeC will and will assure that its Subcontractors and third party vendors:

(i) Implement and maintain access controls to The Network, such that Data will be reasonably secured from intrusion, corruption, loss of integrity or inappropriate access;

(ii) Have the capability to report access to Data through The Network at the patient-level, at a level of detail to be reasonably determined by AzHeC;

(iii) Support the provision of unique user identification and passwords to Authorized Users;

(iv) Manage The Network in accordance with the National Institute for Standards and Technology's Security Guidelines, and will employ at least industry standard anti-virus software;

(v) Encrypt Web-based Data transmissions sent through The Network, as appropriate using encrypted virtual private network technology or other industry-standard encryption techniques in compliance with guidance issued by the Secretary of United States Department of Health and Human Services in 74 Fed. Reg. 19006 (2009);

(vi) Logically separate each of the Data Supplier's Data in test and production environments;

(vii) Implement, maintain, test and, as appropriate, trigger disaster avoidance and recovery procedures in accordance with a disaster avoidance and recovery and continuity of operations plan;

(viii) Provide Participant the right to inspect and audit compliance with these requirements, at Participant's expense; and

(ix) Ensure the security and privacy of the Data pertaining to Patients who opt out of participation in Data Exchanges via The Network.

(d) Investigations, Corrections, Reports. AzHeC will adopt Policies for the investigation, resolution and reporting of Patient complaints, security breaches or other concerns relating to compliance with this Participation Agreement, AzHeC Policies and applicable laws and regulations (“Compliance Concerns”). AzHeC will provide notice to applicable AzHeC participants, pursuant to AzHeC Policies and as required by law or regulation, of any Compliance Concern related to Participant’s Authorized Users’ use of The Network, Data provided by Participant, or a Compliance Concern that may lead to a claim, audit, investigation or cause of action against Participant, and Participant will cooperate with AzHeC in its investigation of any Compliance Concern and corrective action.

(e) Offshoring. AzHeC will ensure that it and its employees, Subcontractors, and third party vendors will not transmit Data outside the jurisdiction of the United States of America or its territories. Any breach of the foregoing shall constitute a material breach of this Participation Agreement. This section will not prohibit AzHeC from releasing Data that is de-identified in accordance with 45 C.F.R. § 164.514(b) to employees or contractors outside the United States, for purposes of software development and testing on behalf of AzHeC, as long as AzHeC requires such employees or contractors to destroy such de-identified Data upon completion of development and testing activities. This section also will not prohibit Participant from allowing its Authorized Users to access The Network for a Permitted Purpose while outside the United States.

2.4 Obligations to Comply with Law. AzHeC will comply with all federal, state and local laws applicable to AzHeC. AzHeC obligations as a HIPAA Business Associate are set forth in Exhibit A.

3.0 DATA RECIPIENT OBLIGATIONS.

The obligations of this Section 3.0 apply to an AzHeC participant that is a “Data Recipient.” These obligations do not apply to a participant that is only a “Data Supplier,” as participants that are only Data Suppliers will not have access to the Data in The Network.

3.1 Data Exchange. Data Recipient agrees that its participation in any Data Exchange, and use of The Network by Data Recipient and its Authorized Users, will comply with the terms of this Participation Agreement, AzHeC Policies, and Applicable Law, including but not limited to those governing the use, privacy, and security of Data received through and stored on The Network.

3.2 Permitted Use. Data Recipient and its Authorized Users will use The Network only for Permitted Uses.

3.3 Authorized Users. Data Recipient will identify and authenticate its Authorized Users, in accordance with this Participation Agreement and AzHeC’s Policies. Authorized Users will include only those persons who require access to The Network to facilitate Data Recipient’s use of the Data for a Permitted Use. Participant is responsible for its Authorized Users complying with the terms and conditions of this Participation Agreement, AzHeC Policies and Applicable Laws. Data Recipient will assure that each Authorized User has received training on the requirements of this Participation Agreement and AzHeC Policies that are applicable to Authorized Users, before Data Recipient permits such Authorized User to access The Network.

3.4 System Operations. Data Recipient, at its own expense, will provide and maintain the hardware, operating system(s), applications and interfaces required of a Participant in Section 2.1 and as set forth in AzHeC Policies.

3.5 Print Capability. The Network will allow Participant to print the information viewed by Authorized Users (whether through Print Screen or similar functionality). Participant is responsible for determining whether information viewed by Authorized Users will be integrated into Participant's medical records.

3.6 Obligations to Comply with Law. Data Recipient will comply with Applicable Law, including all applicable federal, state and local laws related to use of The Network and the Data.

3.7 Payment. Data Recipient will pay the fees as set forth in Exhibit C.

4.0 DATA SUPPLIER OBLIGATIONS.

The obligations of this Section 4.0 apply to a AzHeC participant that is a "Data Supplier." These obligations do not apply to a participant that is only a "Data Recipient."

4.1 Data Exchange and Data Submission. By engaging in Data Exchanges, Data Supplier agrees that: (a) it will supply Data in compliance with this Participation Agreement, AzHeC Policies, and Applicable Law; and (b) the Data provided or transferred by Data Supplier can be related to and identified with source records maintained by Data Supplier. Additionally, for each Data Exchange, Data Supplier agrees that it will provide sufficient Patient identifying information to permit AzHeC to match such Patient Data with other Data of the same Patient already maintained by AzHeC on The Network. Data Supplier will make Data available for The Network in accordance with the scope, format, and specifications set forth in AzHeC Policies.

4.2 Data Status upon Termination of Data Supplier Participation. AzHeC will return or destroy Data that it stores or maintains on behalf of Data Supplier upon termination of Data Supplier's Participation Agreement at the request of Data Supplier, in a form and manner consistent with industry standards, unless AzHeC is required by Applicable Law to retain the Data. Notwithstanding the foregoing, Participant understands that PHI provided to The Network may be integrated into the medical record of Data Recipients that access The Network, and into records maintained by AzHeC, and it may not be feasible for AzHeC to return or destroy PHI that has been thus integrated upon termination of this Participation Agreement. If AzHeC does not return or destroy PHI upon termination, AzHeC will continue to follow the provisions of Exhibit A, the "Business Associate Agreement," and will limit its Use or Disclosure of PHI to those purposes that make the return or destruction of PHI infeasible.

4.3 System Operations. Data Supplier will provide and maintain the hardware, operating system(s), applications and interfaces required of a AzHeC participant in Section 2.1 and as set forth in AzHeC Policies.

4.4 Accuracy. Data Supplier will promptly correct any mistakes or errors discovered in Data it transmits to The Network (such as Data attributed to an incorrect individual or an error in laboratory value) by transmitting the Data to AzHeC as a corrected report or value in accordance with AzHeC Policies. All corrections will be clearly marked as a correction. However, Data Supplier does not warrant the accuracy of the Data provided to The Network.

4.5 Obligations to Comply with Law. Data Supplier will comply with all Applicable Law, including federal, state and local laws related to providing Data to The Network.

4.6 Payment. Data Recipient will pay the fees as set forth in Exhibit C.

5.0 COMPLIANCE WITH LAWS; CONFIDENTIALITY

Both AzHeC and Participant, and their agents and employees, will comply with Applicable Law, including without limitation, laws on the use and disclosure of Data, the security and privacy of Data, Patient consent or authorization for the use and transfer of Data and requirements for Data Exchange, including the right to opt-out in accordance with A.R.S. § 36-3803, and the provision and distribution of the AzHeC Notice of Health Information Practices in accordance with A.R.S. § 36-3804. Participant will assure that its Authorized Users comply with all Applicable Law. AzHeC's use of Data will be subject to this Participation Agreement and the Business Associate Agreement set forth in Exhibit A.

6.0 PROPRIETARY INFORMATION

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

6.1 Non-disclosure. The Parties will: (a) hold Proprietary Information in strict confidence; (b) not make the Proprietary Information available for any purpose other than as specified in the Participation Agreement or as required by law or subpoena; and (c) take reasonable steps to ensure that the Proprietary Information is not disclosed or distributed by employees, agents, subcontractors or third party vendors (who will have access to the same only on a "need-to-know" basis) to third parties in violation of this Participation Agreement. If AzHeC or Participant receives a request for Proprietary Information, the Party receiving the request will provide the other Party notice of the request and an opportunity to seek a protective order limiting the nature and scope of the information to be disclosed, and the disclosing Party is only permitted to disclose Proprietary Information to the extent required by law.

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

6.3 Equitable Remedies. The Parties agree that a breach of this Section 6 will cause the disclosing Party substantial and continuing damage, the value of which will be difficult or impossible to ascertain, and other irreparable harm for which the payment of damages alone will be inadequate. Therefore, in addition to any other remedy that the disclosing Party may have under this Participation Agreement, at law or in equity, in the event of such a breach or threatened breach by the receiving

Party of the terms of this Section 6, the disclosing Party will be entitled, after notifying the receiving Party in writing of the breach or threatened breach, to seek both temporary and permanent injunctive relief without the need to prove damage or post bond.

6.4 Public Records. Notwithstanding the above provisions, in the event Proprietary Information is requested for public release pursuant to A.R.S. § 39-121 et seq., from a Participant subject to this statute ("Public Participant"), such Public Participant may release Proprietary Information ten (10) business days after Public Participant has notified the source of the Proprietary Information ("Source"), unless the Source secures a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Public Participant shall notify Source of any request for such release on the same day of the request for public release or as soon thereafter as practicable. Public Participant shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of Proprietary Information, nor shall Public Participant be in any way financially responsible for any costs associated with securing such an order.

7.0 SOFTWARE LICENSE

7.1 License Grant: AzHeC represents and warrants that it has obtained all necessary licenses and/or approvals to make available the Data Services and The Network to Participant under the terms and conditions of this Participation Agreement.

7.2 Third Party Software: Before making software provided by third parties ("Third Party Software") available to Participant, AzHeC will obtain the right and ability to permit AzHeC and the AzHeC participants to use the Third Party Software that is part of the Data Services.

7.3 No Sublicensing: Participant shall not sublicense, export, rent, lease, grant a security interest in, or otherwise transfer rights to The Network or any component of the Data Services, without advance written permission from AzHeC.

7.4 No Transfer or Modification. Except as permitted under this Participation Agreement, Participant will not sell, rent, sublicense or otherwise share its right to use the Data Services or The Network. Participant will not modify, reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or ideas upon which such software is based.

8.0 ELECTRONIC SIGNATURES

8.1 Signatures and Signed Documents. Participant, at AzHeC's request, will implement for each of its Authorized Users a unique electronic identification consisting of symbols or codes that are to be affixed to or contained in a Data Exchange made by the Authorized User(s) of the Participant ("Electronic Signatures"). Participant agrees, and will require each of its Authorized Users to agree, that any Electronic Signature of such Authorized User affixed to or contained in any Data Exchange will be sufficient to verify that the particular Authorized User originated such Data Exchange. Any properly transmitted Data Exchange made pursuant to this Participation Agreement shall be considered a "writing" or "in writing" and any such Data Exchange containing, or to which there is affixed, an Electronic Signature ("Signed Documents") shall be deemed for all purposes: (a) to have been "signed;"

and (b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

8.2 Validity of Signed Documents. Participant will not contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings will be admissible as between the Parties to the same extent and under the same condition as other business records originated and maintained in paper form.

9.0 TERM AND TERMINATION

9.1 Term. The term of this Participation Agreement will begin on the Effective Date and will continue until December 31 of that year (the "Initial Term"), or until terminated as set forth in Section 9.2. This Participation Agreement will automatically renew for additional one year terms (each a "Renewal Term") after the Initial Term, unless terminated as set forth in Section 9.2.

9.2 Termination. Either Party may terminate this Participation Agreement under any of the following circumstances:

(a) Termination by Participant without Cause. Participant may terminate this Participation Agreement by providing AzHeC written notice of its intent to terminate this Participation Agreement no later than November 1 of the Initial Term or the then current Renewal Term. Termination pursuant to this Section 9.2(a) shall be effective as of December 31 of the Initial Term or the then current Renewal Term, whichever is applicable.

(b) Termination by AzHeC without Cause. AzHeC may terminate this Agreement by providing the Participant written notice of its intent to terminate this Participation Agreement no later than December 1 of the Initial Term or the then current Renewal Term. Termination pursuant to this Section 9.2(b) shall be effective as of December 31 of the Initial Term or the then current Renewal Term, whichever is applicable.

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

(d) Termination for Breach of the Participation Agreement. If AzHeC or Participant determines that the other Party or any of its employees, agents or contractors have breached this Participation Agreement, then the non-breaching Party may terminate this Participation Agreement with advance written notice to the breaching Party, provided that such notice identifies the breach and such breach is not cured within 30 days of receipt of the notice. AzHeC may require any participant to terminate access rights of any Authorized User if such Authorized User: (i) accesses or uses, or attempts to access or use, Data in violation of this Participation Agreement; or (ii) accesses or uses The Network in a manner that disrupts, interferes with, or puts at risk the continued efficient operation of The Network. AzHeC may terminate the Participation Agreement if the Participant refuses to terminate the access rights of an Authorized User as required by this Section.

(e) Suspension or Termination of Vendor's Services. AzHeC may terminate this Participation Agreement concurrently with the termination or suspension of any agreement with its Subcontractors or third party vendors that provide any essential component of the Data Services. AzHeC will promptly notify Participant following delivery of any notice of such termination or suspension, and AzHeC will require the Subcontractor or third party vendor to cooperate with the migration of Data and services to an alternative vendor upon request and if feasible.

(f) Suspension of Data. Data Supplier may suspend providing Data to The Network for reasonable cause upon notice to AzHeC, which notice shall describe the reason for such suspension. Data Supplier will work with AzHeC to resolve Data Supplier's reason for Data suspension, with the intent of resuming the provision of Data as soon as possible. In the event Data Supplier's suspension of Data continues for forty-five (45) days, AzHeC may terminate this Participation Agreement.

(g) Suspension of Access. AzHeC may suspend access for Participant or an Authorized User if necessary to ensure the stability or security of The Network. AzHeC shall advise Participant or Authorized User of such suspension prior to or, if immediate action is required and prevents prior notice, promptly after, such action is taken, and shall cooperate with Participant or Authorized User to resolve the issues leading to such suspension. Participant may direct AzHeC to suspend access for a Participant Authorized User, and AzHeC will suspend such access promptly.

9.3 Effect of Termination.

(a) Termination Process and Access to Network and Data. Upon the effective date of termination of this Participation Agreement, AzHeC will cease providing access to The Network for the Data Recipient and its Authorized Users, and Data Recipient and its Authorized Users will stop using The Network.

(b) Rights and Duties. Any termination will not alter the rights or duties of the Parties with respect to a Data Exchange conducted before termination. Upon termination of this Participation Agreement, Sections 6 (Proprietary Information), Section 9 (Term and Termination), Section 10 (Limited Warranties and Disclaimers), Section 11 (Limitation of Liability; Indemnification); Section 15.7 (Notices), Section 15.10 (No Relationship between Participants; No Third Party Rights); Section 15.13 (Dispute Resolution), and any other obligations that by their nature extend beyond termination, cancellation or expiration of this Participation Agreement, will survive such termination, cancellation or expiration and remain in effect.

(c) Return of Proprietary Information. Promptly following termination, each Party will return to the other all tangible copies of Proprietary Information belonging to the other or certify the permanent and irreversible destruction of such Proprietary Information if agreed to by the Party who originated the Proprietary Information. Within 30 days of termination, Participant will de-install and return to AzHeC all software provided by AzHeC (or its subcontractors or third party vendors) to Participant under this Participation Agreement.

10.0 LIMITED WARRANTIES AND DISCLAIMERS

10.1 AzHeC warrants that:

(a) The Network and all components of the Data Services will be free from material defects in materials and workmanship and will operate in accordance with the specifications provided by AzHeC. If The Network or any component of the Data Services fails such warranty, AzHeC (or its subcontractors or third party vendors) will repair the defect or provide a reasonable work-around.

(b) AzHeC Data Services will be performed in a competent and professional manner in accordance with industry standards and practices and professional standards generally applicable to such services; provided, however, that where this Participation Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.

(c) Each of the AzHeC personnel and the Subcontractors and third party vendors they hire or engage will have the proper skill, training, and background to perform his or her assigned tasks.

(d) The Network will accurately display Data as provided by Data Supplier. If The Network fails to accurately display such Data, AzHeC will repair the defect or provide a reasonable work-around.

10.2 AZHEC MAKES NO REPRESENTATION OR WARRANTY THAT THE DATA PROVIDED BY PARTICIPANTS WILL BE TIMELY, CORRECT, OR COMPLETE.

10.3 Other than as provided in this Section 10, AZHEC DISCLAIMS ALL OTHER WARRANTIES REGARDING ANY PRODUCT, SERVICES, OR DATA PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.0 LIMITATION OF LIABILITY; INDEMNIFICATION

11.1 Limitation of Liability. Neither AzHeC nor Participant will be liable to the other for any special, incidental, exemplary, indirect, consequential, or punitive damages (including loss of use or lost profits) arising out of or in connection with claims relating to AzHeC's or Participant's acts or omissions under this Participation Agreement, including but not limited to claims arising from any delay, omission or error in The Network, provision or receipt of Data, or the handling or storage of Data, or, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not either Party has been advised of the possibility of such loss or damage.

11.2 Release of Liability for AzHeC. Notwithstanding Section 11.1, Participant releases AzHeC from any claims arising out of any inaccuracy or incompleteness of Data submitted by a Data Supplier, except in circumstances where AzHeC received accurate and correct data from a Data Supplier, but delivered inaccurate and incorrect Data to a Data Recipient, or those arising out of AzHeC's gross negligence. Participant also releases AzHeC from any claims relating to clinical, medical or other decisions related to the treatment of a Patient, including those arising out of the unavailability of Data through The Network, except for those arising out of AzHeC's gross negligence. Participant releases AzHeC from any liability associated with Participant's direction to AzHeC to release Data under Section 2.2(c) above.

11.3 Release of Liability for Data Suppliers. Notwithstanding Section 11.1, AzHeC releases Data Supplier from any claims arising out of any inaccuracy or incompleteness of Data submitted by the Data Supplier, except those arising out of Data Supplier's gross negligence.

11.4 Indemnification.

(a) Intellectual Property Infringement. AzHeC shall indemnify and hold harmless Participant and its Authorized Users against any third party claim, action, proceeding, or demand against Participant or its Authorized Users during the term of this Agreement to the extent the claim, action, proceeding, or demand alleges The Network, any software or documentation provided to Participant or its Authorized Users, or the Data Services (collectively, "AzHeC Services") directly infringe the third party's United States patent, copyright, or trademark (each, and collectively, an "Infringement Claim"). AzHeC will pay Participant the damages, losses, costs, expenses, or liabilities incurred (including reasonable legal fees) that are directly attributable to an Infringement Claim and are either finally awarded by a court of competent jurisdiction against Participant or its Authorized Users, or agreed to in a written settlement agreement signed by Participant or its Authorized Users up to Five Million Dollars (\$5,000,000).

AzHeC will have no liability for any Infringement Claim that arises from: (A) the use of the AzHeC Services outside of the scope of this Agreement; (B) modification of AzHeC Services by Participant or its Authorized Users; (C) use of a superseded or prior version of the AzHeC Services if the infringement would have been avoided by the use of a new version which AzHeC made available to Participant, or (D) use of the AzHeC Services in combination with any other software, hardware or products not supplied by AzHeC.

AzHeC will have no liability for any Infringement Claim if Participant fails to: (A) notify AzHeC in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of the Infringement Claim, to the extent that AzHeC is prejudiced by this failure; (B) provide AzHeC with reasonable assistance requested by AzHeC for the defense or settlement (as applicable) of the Infringement Claim; (C) provide AzHeC with the exclusive right to control and the authority to settle the Infringement Claim (Participant may participate in the matter at its own expense); or (D) refrain from making admissions about the Infringement Claim without AzHeC's prior written consent.

The remedies in this section are Participant's sole and exclusive remedies and AzHeC's sole liability regarding the subject matter giving rise to any claim, action, proceeding, or demand that the AzHeC Services infringe or misappropriate any third party's intellectual property rights.

(b) Indemnification for Breach of Agreement and Violation of Law.

(i) To the extent permitted by law, Participant will indemnify and hold harmless AzHeC, its employees and agents from any damages, expenses, including reasonable attorneys' fees and settlement costs, as applicable (collectively "Losses"), from such portions of any demand, suit, action, or proceeding (each a "Claim") by third parties arising from Participant's or its Authorized Users' breach of this Participation Agreement, including without limitation the unauthorized or improper use of The Network, the use or disclosure of Data for any purpose other than a Permitted Use, or violation of Applicable Law, provided that AzHeC notifies Participant in writing promptly upon discovery of a Claim and gives Participant complete authority and control of, and full cooperation with, the defense and settlement of such Claim. AzHeC will have the right to retain counsel of its own choosing at its sole

cost at any time. In no event may Participant agree to a settlement or other resolution of such Claim that names AzHeC as culpable absent AzHeC's prior written consent.

(ii) AzHeC will indemnify and hold harmless Participant, its Authorized Users, and their employees and agents from any damages, expenses, including reasonable attorneys' fees and settlement costs, as applicable (collectively "Losses"), from such portions of any demand, suit, action, or proceeding (each a "Claim") by third parties arising from AzHeC's breach of this Participation Agreement, including without limitation, the unauthorized or improper use of The Network, use or disclosure of Data for any purpose other than a Permitted Use or as otherwise allowed under this Participation Agreement, or violation of Applicable Law, provided that Participant notifies AzHeC in writing promptly upon discovery of any such Claim and gives AzHeC complete authority and control of, and full cooperation with, the defense and settlement of such Claim. Participant will have the right to retain counsel of its own choosing at its sole cost at any time. In no event may AzHeC agree to a settlement or other resolution of such Claim that names Participant or its Authorized Users as culpable absent Participant's prior written consent.

11.5 Not a Medical Service. The Network does not make clinical, medical or other decisions. The Network is not a substitute for professional medical judgment applied by Participant or its Authorized Users.

11.6 Unavailability of The Network. Participant understands and agrees that, during suspension or interruption of the availability of The Network, Participant and its Authorized Users may not be able to obtain or access Services from The Network and Participant shall conduct its operations without such access to The Network.

12.0 INSURANCE

12.1 AzHeC Insurance. AzHeC will maintain in effect policies of commercial general liability insurance covering direct and indirect damages arising from the intentional or unintentional Breach or disclosure of Data or Proprietary Information by AzHeC and its employees or contractors, with limits not less than five million Dollars (\$5,000,000) per occurrence, and not less than five million Dollars (\$5,000,000) in the aggregate, each of which shall (1) be issued by an insurance company with policy holder ratings no lower than "A" and financial ratings not lower than "XII" in the latest edition of Best's Insurance Guide in effect as of the Effective Date; and (2) require no less than 30 days written notice to Participant prior to cancellation or expiration. AzHeC shall furnish certificates of insurance to Participant upon request. AzHeC will require its subcontractors, if any, to comply with this Section, or shall ensure that AzHeC insurance covers the work performed by its subcontractors.

12.2 Data Recipient Insurance. Data Recipient will maintain in effect policies of liability insurance with limits of not less than 1 million Dollars (\$ 1,000,000) per occurrence and 3 million Dollars (\$ 3,000,000) in the aggregate. Such coverage may be in the form of a self-insurance program.

13.0 EHEALTH EXCHANGE AND THE DATA USE RECIPROCAL SUPPORT AGREEMENT ("DURSA").

To support Participant's communications with entities that are not AzHeC participants, AzHeC participates in the eHealth Exchange network, which facilitates health information exchange across the country. As a condition of participation in the eHealth Exchange network, AzHeC has signed the DURSA, and is required to obtain Participant's agreement to comply with certain provisions in the DURSA for

Participant's communications using the eHealth Exchange network. Participant agrees to comply with the following provisions when conducting Data Exchanges with the eHealth Exchange network:

13.1 Compliance with Law. Participant will comply with all Applicable Law.

13.2 Cooperation. Participant shall reasonably cooperate with AzHeC on issues related to the DURSA, including, but not limited to:

(a) periodic audits and/or monitoring by AzHeC to ensure Participant's compliance with this Section; and

(b) information gathering and documentation related to Participant's use of The Network to conduct Data Exchanges with the eHealth Exchange (including for the purpose of investigating any Breach involving Participant or Participant's Data).

13.3 Use of eHealth Exchange. When Participant requests a Data Exchange through eHealth Exchange, such request must be: (i) done by a Participant employee with authority to make the request, (ii) supported by appropriate legal authority to request the Data Exchange, (iii) submitted to the intended recipient, (iv) for a Permitted Use under this Participation Agreement, as determined from time to time, and (v) for one of the following purposes as permitted by the DURSA (but only if it is also a Permitted Use under this Participation Agreement):

(a) Treatment of the Individual who is the subject of the Data;

(b) Payment activities of a Health Care Provider for the Individual who is the subject of the Data;

(c) Health Care Operations of either:

(i) the Participant, if the Participant is sending Data to another person or entity;

(ii) the recipient of the Data, including the Participant, if: (a) the recipient of the Data is a Health Care Provider who has an established Treatment relationship with the individual who is the subject of the Data or such recipient is conducting Data Exchanges on behalf of such Health Care Provider; and (b) the purpose of the Data Exchange is for those Health Care Operations listed in paragraphs (1) or (2) of the definition of Health Care Operations in 45 C.F.R. § 164.501 or health care fraud and abuse detection or compliance of such Health Care Provider;

(d) Public health activities and reporting as permitted by Applicable Law, including the HIPAA Regulations at 45 C.F.R. § 164.512(b) or 164.514(e);

(e) Any purpose to demonstrate meaningful use of certified electronic health record by the Participant; and

(f) Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Data Exchange or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations. If Participant is requesting data from the eHealth Exchange

for a purpose for which an Authorization is required, Participant shall submit a copy of such Authorization upon request.

13.4 Use of Data Received. With regard to Data Participant receives through the eHealth Exchange, Participant will comply with the terms and conditions of the DURSA, at http://healthwayinc.org/images/Content/Documents/Application-Package/restatement_i_of_the_dursa_9.30.14_final.pdf.

13.5 Protection of Passwords and Other Security Measures. Participant and its Authorized Users shall refrain from disclosing to any other person any passwords or other security measures issued to the Participant or its Authorized Users, and shall comply with all Policies related to the security of The Network.

13.6 Use of Data Received. Participants who receive Data via the eHealth Exchange may retain, use and re-disclose such Data in accordance with Applicable Law and the Participant's record retention policies and procedures.

13.7 Reporting Breaches. If Participant discovers a Breach of Data associated with any Data Exchange via the eHealth Exchange, Participant will report such Breach to AzHeC as soon as reasonably practicable after determining that a Breach occurred, and as required by Section 14.

13.8 Termination of DURSA. If AzHeC's DURSA is terminated for any reason, Participant will no longer have any right to conduct Data Exchanges through the eHealth Exchange utilizing The Network connections.

14.0 BREACH REPORTING

This Section governs the Parties' obligations under the Breach Notification Rule.

14.1 Participant Reporting to AzHeC. If Participant discovers a suspected or confirmed Breach of Unsecured PHI associated with any Data Exchange via The Network, Participant will report such suspected or confirmed Breach to AzHeC as soon as reasonably practicable, but not more than 5 business days after Participant's discovery of the suspected or confirmed Breach. For purposes of this Section 14.1, a suspected or confirmed Breach will be treated as discovered by Participant in accordance with 45 C.F.R. § 164.404.

14.2 AzHeC Reporting to Participant. AzHeC will report a suspected or confirmed Breach of a Data Supplier's Unsecured PHI to the Data Supplier as soon as reasonably practical, but not more than 5 business days after AzHeC's discovery of the suspected or confirmed Breach. If a Data Recipient or its Authorized Users caused the suspected or confirmed Breach of Unsecured PHI, AzHeC will also report such suspected or confirmed Breach to the Data Recipient within 5 business days of AzHeC's discovery of the suspected or confirmed Breach. For purposes of this Section 14, a suspected or confirmed Breach will be treated as discovered by AzHeC in accordance with 45 C.F.R. § 164.410. AzHeC will include information in the report required by 45 C.F.R. § 164.410.

14.3 AzHeC Reporting to Individuals, Media and HHS; Reimbursement to AzHeC for Participant Breach. If there is a Breach of Unsecured PHI for which more than one Participant has a reporting obligation under 45 C.F.R. § 164.400 *et seq.*, AzHeC may assume the obligation to report on

behalf of such Participants so as to avoid duplicative reporting. However, a Participant must approve the content of the notifications conducted on its behalf and may conduct its own reporting if desired. If AzHeC undertakes the obligation to conduct reporting on behalf of a Participant, AzHeC will comply with the requirements set forth in 45 C.F.R. § 164.400 *et seq.* Where a Participant or its Authorized Users caused the Breach, such Participant will reimburse AzHeC for: (i) the costs of notification, and (ii) the costs of credit monitoring for one (1) year for affected Individuals if the PHI subject of the Breach contains: (a) the Individual's first initial or first name, last name, and social security number; (b) the Individual's first initial or first name, last name, and driver's license or state identification card number; (c) the Individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an Individual's financial account; and/or (d) other PHI that could lead to identity theft (collectively, "Identity Theft Information").

14.4 Reimbursement to Participant for AzHeC Breach. In the event a Participant is Required by Law to notify Individual(s) of a Breach that is caused by AzHeC or its employees or Subcontractors: (i) AzHeC will reimburse the Participant for reasonable notification costs, unless AzHeC agreed to assume the obligation to notify under Section 14.3; and (ii) AzHeC will pay the costs of credit monitoring for one (1) year for affected Individuals if the PHI subject of the Breach contains Identity Theft Information.

15.0 GENERAL PROVISIONS

15.1 No Exclusion. AzHeC represents and warrants to Participant, and Participant represents and warrants to AzHeC, that neither Party (nor their respective employees or agents providing services under this Participation Agreement) have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7), nor have been excluded from government contracts by the General Services Administration or have been convicted of a felony or any crime relating to health care. AzHeC and Participant will provide one another immediate written notice of any such placement on the sanctions list, exclusion or conviction. Either Party may terminate this Participation Agreement immediately upon notice if the other Party (or its respective employees or agents providing services under this Participation Agreement) becomes sanctioned, excluded or convicted as contemplated by this provision. AzHeC will not engage or contract with any individual or entity that has been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7) or excluded from any Federal health care program.

15.2 Severability. Any provision of this Participation 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 Participation Agreement or affecting the validity or enforceability of such remaining provisions, unless this Participation Agreement fails of its essential purpose, or one Party is as a result treated inequitably, in which case the Parties will negotiate in good faith revisions to the terms of this Participation Agreement to permit the accomplishment of the purposes of this Participation Agreement, and to treat each Party equitably.

15.3 Entire Agreement. This Participation Agreement constitutes the complete agreement of the Parties relating to the matters specified in this Participation Agreement and supersedes all earlier representations or agreements with respect to the subject matter of this Participation Agreement, whether oral or written with respect to such matters, including any other Participation Agreement previously executed between Participant and AzHeC. This Participation Agreement may be amended at

any time by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by each of the Parties. No oral modification or waiver of any of the provisions of this Participation Agreement is binding on either Party.

15.4 Assignment. Neither AzHeC nor Participant may assign its rights or obligations under this Participation Agreement without the advance written consent of the other Party, except for assignment to a parent, subsidiary or affiliate wholly owned by the Party, or upon a change of control or ownership of the Party.

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

15.6 Force Majeure. No Party is liable for any failure to perform its obligations under this Participation Agreement, where such failure results from any act of God or other cause beyond such Party's reasonable control. Notwithstanding the foregoing, AzHeC shall establish, test, and implement as appropriate disaster recovery and continuity of operations plans, or shall have its contractors do so, and this provision shall not be deemed or interpreted to forgive, or prevent recovery of damages as a result of, failure of AzHeC to do so.

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

15.8 No Agency. AzHeC provides Data Services to Participant, but does not act as Participant's agent. Participant will not be deemed an agent of another AzHeC participant as a result of its participation in this Participation Agreement.

15.9 Use of Trademarks and Trade Names. Nothing in this Participation Agreement shall be deemed to give either Party any right to use the other Party's trademarks or trade names without the other Party's prior written consent. Notwithstanding the foregoing, AzHeC may list Participant as a participant in The Network, and may otherwise disclose to third parties the fact that Participant is a participant and Participant may disclose its participation in The Network. In the case of Participant's logos or trademarks or other uses of Participant's names, any use by AzHeC must be expressly approved in writing by Participant.

15.10 No Relationship between Participants; No Third Party Rights. Nothing in this Participation Agreement confers any rights or remedies under this Participation Agreement on any persons other than AzHeC and Participant and the Authorized Users, and nothing in this Participation Agreement is intended to create a contractual relationship or otherwise affect the rights and obligations

among the AzHeC participants. Nothing in this Participation Agreement will give any third party, any right of subrogation or action against any Party to this Participation Agreement, and no AzHeC participant shall gain any subrogation right against another AzHeC participant solely as a result of this Participation Agreement.

15.11 Antitrust Compliance. Participant agrees not to use the information available through The Network or to which it has access under this Participation Agreement to evaluate or set its own prices for services, or otherwise in violation of state or federal antitrust laws and regulations. Participant also agrees not to discuss prices with other AzHeC participants or to make any effort collectively to establish prices with other participants in violation of law.

15.12 Terms Applicable Only to Agreements with Participant That Is a State or County Government Agency.

(a) Non-Discrimination: AzHeC agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Participation Agreement as if set forth in full herein. During the performance of this Participation Agreement, AzHeC shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

(b) Cancellation for Conflict of Interest: This Participation Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Participation Agreement by reference.

(c) Non-Appropriation: Notwithstanding any other provision in this Participation Agreement, this Participation Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining the county or other public entity obligations under this Participation Agreement. In the event of such termination, Participant shall have no further obligation to AzHeC, other than to pay for services rendered prior to termination.

(d) Legal Arizona Workers Act Compliance:

(i) AzHeC hereby warrants that it will at all times during the term of this Participation Agreement comply with all federal immigration laws applicable to AzHeC's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). AzHeC shall further ensure that each subcontractor who performs any work for AzHeC under this Participation Agreement complies with the State and Federal Immigration Laws. Participant shall have the right at any time to inspect the books and records of AzHeC and any subcontractor in order to verify compliance with the State and Federal Immigration Laws. Any breach of AzHeC's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section, shall be deemed to be a material breach of this Participation Agreement subjecting AzHeC to penalties up to and including suspension or termination of this Participation Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, AzHeC shall be required to take such steps as may be necessary to either self-

perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

(ii) AzHeC shall advise each of its subcontractors of Participant's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that a participant that is a state or county government agency may inspect the subcontractor's books and records to ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

(iii) Any additional costs attributable directly or indirectly to remedial action under this Section shall be the responsibility of AzHeC. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Participant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which AzHeC shall be entitled to an extension of time, but not costs.

15.13 Dispute Resolution. The Parties agree that if there is a dispute between the Parties arising as a result of this Participation Agreement ("Dispute"), each Party will designate an individual with settlement authority to meet and confer in good faith in an attempt to resolve any Dispute. If the Dispute is not resolved within 45 days after the Parties first meet and confer and the Parties wish to pursue the Dispute, the Parties may agree to refer the Dispute to informal and nonbinding mediation before a mutually acceptable independent mediator before taking formal legal action. The Parties will split equally the costs of such mediation; provided, however, that each Party will pay its own fees and costs incurred in connection with preparation for and participation in the mediation. Information shared during dispute resolution attempts cannot be introduced as evidence in subsequent related proceedings.

15.14 Waiver. No waiver of or failure by either Party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

15.15 Counterparts. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Participation Agreement.

[Signatures on following page]

CITY OF CHANDLER FIRE, HEALTH & MEDICAL

Printed Name: THOMAS DWIGGINS

Signature: _____

Title: Fire Chief

Date: _____

ARIZONA HEALTH-E CONNECTION

Printed Name: David A. Spitzer

Signature: David A. Spitzer

Title: COO

Date: 27 Sept 2016

CITY MANAGER

ATTEST: _____
CITY CLERK

Approved as to form:

CITY ATTORNEY RLH

Information for notices under this Participation Agreement:

Melissa A. Kotrys, Chief Executive Officer
3877 N. 7th Street, Suite 130
Phoenix, AZ 85022

Thomas Dwiggin, Fire Chief
City of Chandler
Chandler Fire, Health & Medical Department
Mail Stop 801`
P.O. Box 4008
Chandler, AZ 85244-4008
(480) 748-3774

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

AzHeC and Participant agree to the terms and conditions of this Business Associate Agreement in order to comply with the handling of Protected Health Information (“PHI”) under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Rule”) and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Rule”), and the HIPAA Breach Notification Rule, 45 C.F.R. Part 164, Subpart D (“Breach Notification Rule”), all as amended from time to time. In addition, AzHeC and Participant agree to these terms to satisfy the requirements of 42 C.F.R. Part 2 (“the Part 2 Regulations”) for AzHeC to act as a Qualified Service Organization on behalf of Participant, in the event Participant is a substance abuse treatment program under the Part 2 Regulations. The Participants in AzHeC do not become Business Associates of each other by virtue of this Business Associate Agreement.

Unless otherwise provided, all capitalized terms in this Business Associate Agreement will have the same meaning as provided in the Participation Agreement, or under the Privacy Rule, Security Rule and Breach Notification Rule if not otherwise defined in the Participation Agreement. For purposes of this Business Associate Agreement, Protected Health Information (“PHI”) includes only Individually Identifiable Health Information provided to The Network by Participant as a Data Supplier, or that is otherwise created or received by AzHeC on behalf of Participant.

1. USES AND DISCLOSURES OF PHI

1.1 Obligations under HIPAA as a Business Associate: AzHeC will use or disclose PHI only for those purposes necessary to perform services under the Participation Agreement, as otherwise expressly permitted in the Participation Agreement, or as Required by Law, and will not further use or disclose PHI. AzHeC agrees that anytime it provides PHI to a Subcontractor to perform Data Services or that creates, receives, maintains or transmits PHI on behalf of AzHeC, AzHeC first will ensure that each such Subcontractor agrees to substantially the same terms, conditions, and restrictions on the Use and Disclosure of PHI as contained in this Business Associate Agreement. To the extent AzHeC is to carry out Data Supplier’s obligations under the Privacy Rule, AzHeC will comply with the Privacy Rule requirements applicable to Data Supplier in the performance of those obligations.

1.2 Obligations under the Part 2 Regulations as a Qualified Service Organization: To the extent the PHI received by AzHeC is protected by the Part 2 Regulations (called “Part 2 Covered Information”), AzHeC acknowledges that in receiving, storing, processing or otherwise dealing with Part 2 Covered Information, AzHeC is fully bound by the Part 2 Regulations. If necessary, AzHeC will resist in judicial proceedings any efforts to obtain access to Part 2 Covered Information except as permitted by the Part 2 Regulations.

2. AZHEC USE OR DISCLOSURE OF PHI FOR AZHEC’S OWN PURPOSES

AzHeC may use or disclose PHI for AzHeC’s management and administration or to carry out its legal responsibilities, including but not limited to audit, legal defense and liability, record keeping, and similar obligations. AzHeC may disclose PHI to a third party for such purposes if: (1) the Disclosure is Required by Law; or (2) AzHeC 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 AzHeC of any breaches in the confidentiality of the PHI. AzHeC also may aggregate the PHI with other Individually Identifiable Health Information in its possession consistent with 45 C.F.R. § 164.504(e)(2)(i)(B) or otherwise de-identify PHI according to the requirements of 45 C.F.R. §164.514(b); AzHeC may use such aggregated or de-identified PHI for Permitted Uses and as otherwise permitted by the Participation Agreement.

3. SAFEGUARDS

AzHeC will implement and maintain appropriate safeguards to help prevent any Use or Disclosure of PHI for purposes other than those permitted by this Business Associate Agreement. AzHeC also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic PHI that AzHeC creates, receives, maintains, and transmits on behalf of Participant. AzHeC will comply with the applicable requirements of the Security Rule.

4. UNAUTHORIZED USES OR DISCLOSURES AND BREACHES

4.1 Reporting a Use or Disclosure Not Permitted by This Agreement. AzHeC will report in writing to Data Supplier any Use or Disclosure of PHI for purposes other than those permitted by this Business Associate Agreement within 5 business days of AzHeC's learning of such Use or Disclosure.

4.2 Reporting Security Incidents. AzHeC will report to a Data Supplier any Security Incident of which AzHeC becomes aware within 5 business days of AzHeC's learning of such event. Security Incident shall have the same meaning given to such term in 45 C.F.R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by AzHeC or its Subcontractors, and (ii) immaterial incidents that occur on a routine basis, such as general pings and other broadcast attacks on a firewall, port scans, unsuccessful log-on attempts, denials of service attacks, so long as such incident does not result in unauthorized access, Use or Disclosure of PHI ("Unsuccessful Security Incidents). AzHeC shall report Unsuccessful Security Incidents to Participant upon request, but no more than once per month.

4.3 Reporting Breaches of Unsecured PHI. If AzHeC discovers a Breach of Unsecured PHI that AzHeC accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses or Discloses, AzHeC will report such Breach as required by the Breach Notification Rule and as provided in Section 14 of the Participation Agreement.

5. INDIVIDUAL ACCESS TO PHI

AzHeC will make available PHI in accordance with 45 C.F.R. § 164.524 and A.R.S. § 36-3802(2).

6. AMENDMENT OF PHI

AzHeC will make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526 and A.R.S. § 36-3802(3).

7. ACCOUNTING OF DISCLOSURES OF PHI

AzHeC will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and will provide to Data Supplier or directly to an individual, a list of

the persons who have accessed the individual's PHI through the Network in accordance with A.R.S. § 36-3802.

8. ACCESS TO BOOKS AND RECORDS

AzHeC will make its internal practices, books and records on the Use and Disclosure of PHI available to the Data Supplier and to the Secretary of the Department of Health and Human Services to the extent required for determining Participant's compliance with the Privacy Rule. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by AzHeC or Participant as a result of this Section.

9. TERMINATION

Participant may terminate the Participation Agreement upon written notice to AzHeC if AzHeC breaches a material term of this Business Associate Agreement and AzHeC fails to cure the breach within 30 days of the date of notice of the breach. Further, Participant shall have all termination rights as required and set forth at 45 C.F.R. §§ 164.504(e)(1) and 164.314(a)(1).

10. RETURN OR DESTRUCTION OF PHI

Upon termination of the Participation Agreement, if feasible, AzHeC will return or destroy all PHI received from, or created or received by AzHeC on behalf of, the Participant that AzHeC still maintains in any form and retain no copies of such information. Notwithstanding the foregoing, Participant understands that PHI provided to The Network may be integrated into the medical record of Data Recipients that access The Network, and into records maintained by AzHeC, and it may not be feasible for AzHeC to return or destroy PHI that has been thus integrated upon termination of the Participation Agreement. If AzHeC does not return or destroy PHI upon termination, AzHeC will continue to follow the provisions of this Business Associate Agreement and will limit its Use or Disclosure of PHI to those purposes that make the return or destruction of PHI infeasible.

11. RESTRICTION AGREEMENTS AND CONFIDENTIAL COMMUNICAITONS

AzHeC will comply with any agreement that Data Supplier makes that either (i) restricts the Use or Disclosure of Data Supplier's PHI, or (ii) requires confidential or alternate methods of communication about Data Supplier's PHI, provided that Data Supplier notifies AzHeC in writing of the restriction or confidential or alternate communication obligations that AzHeC must follow. Data Supplier will promptly notify AzHeC in writing of the termination of any such restriction agreement or confidential or alternate communication requirement and, with respect to termination of any such restriction agreement, instruct AzHeC whether any of Data Supplier's PHI will remain subject to the terms of the restriction agreement.

EXHIBIT B DATA SERVICES

The following Services are provided by AzHeC and are included in the fees set forth in this Agreement:

Data Exchange – provides the means of electronically exchanging patient information between its source and its users. The following methods are available to enable this exchange.

- **HL7 v2.x** – provides a national standards based methodology via a virtual private network (VPN) connection for the unidirectional or bidirectional exchange of information between the data provider or data user and The Network. This methodology allows processing of both discrete data and transcribed documents via ADT, Lab, Radiology, Transcription, Immunization, and Scheduling transactions.
- **HL7 v3.x** – provides a national standards based query/response methodology via a virtual private network (VPN) connection for the unidirectional or bidirectional exchange of health information documents (C-CDA/CCD standards) between the data provider or data user and The Network. This methodology utilizes PIXv3/PDQv3 and XDS.b standards for patient discovery, document query and retrieval, and document storage.
- **eHealth Exchange** – provides a national standards based query/response methodology via the national eHealth Exchange Network for the unidirectional or bidirectional exchange of health information documents (C-CDA/CCD standards) between certified eHealth Exchange members. This methodology utilizes cross-community IHE profiles for audit trail and node authentication (ATNA), patient discovery (XCPD), document query and retrieval (XCA), and document sharing and storage (XDS).

Provider Portal – provides the means for providers and their delegates to view the patient longitudinal record with the ability to configure the presentation layout to match their preferences and workflows. Additionally, a specific report/result or a patient summary including C-CDA/CCD's within the Provider Portal can be printed or downloaded, or routed to other providers based on predefined options. Patient consent can be updated using the Portal including attaching a PDF of the consent form or other administrative forms. The Portal can be used to perform external document queries via eHealth Exchange, and provides a single-sign-on to Mirth Mail, the Provider Directory, and to Mirth Match (Master Patient Index) work queues (used to resolve data providers' patient identity issues).

Payer Portal – provides a more limited view of the patient longitudinal record and limits access based on insurance member roster submitted by a health plan. Data is displayed in a format that is more encounter based with drill down capabilities to access additional patient data. The access to the data within the Payer Portal is limited to a period of time defined by AzHeC policies.

Direct Secure Messaging (Mirth Mail) – HIPAA compliant, encrypted, secure, scalable, and standards based secure email application. It is based upon the DirectTrust national standards and provides that means of securely sending/receiving routine information such as referrals, simple clinical messages, and test results. Mirth Mail includes a web-based email client, web-based user registration, a standards-compliant provider directory, a secure chat feature, and provides the means to send a "you have mail" notification to a user's unsecure email account.

ADT Alerts & Results Notifications – provides the means for notifying a caregiver that an event has happened or a specific result has been received. The available ADT Alerts include ED Registrations, Inpatient Admissions, Hospital and ED Discharges, and Ambulatory Registrations. The available Results Notifications include Lab, Radiology, and Transcription results and reports.

Alerts and Notices are driven by Notification Subscriptions which are automated rules that can be basic or complex, but all will begin with one of the following types of triggers:

- Patient – the message is for the specific (subscribed to) patient
- Patient Group – the message is for one of the patients in the patient group (e.g. diabetic patients for a specific provider)
- Provider – the specific provider is listed in the message as either the Attending Provider, Referring Provider, Consulting Provider, Admitting Provider, Ordering Provider, or Copy To Provider
- Provider Group – one of the providers in the provider group is listed in the message
- Data Source – the message is from a specific source

In addition to the Initial trigger, rules can be created to further narrow messages that are delivered. These advanced rules can utilize the following factors to narrow the alerting:

- Clinical Item Type (lab, radiology, transcription, ADT)
- Data Source Global ID
- Order Status
- Ordering Provider's NPI
- Ordering Provider's Full Name
- Patient Class
- Patient Community ID
- Result Status

Alerts and Notices can be delivered via Fax, Direct Secure Messaging, or standards based interfaces (e.g. HL7 v2.x, HL7 v3.x, C-CDA/CCD).

Public Health Reporting Gateway – provides a single connection (an electronic gateway) for hospitals and physician practices to submit state and federally required public health information from their certified EHRs. The following gateways will route properly formatted messages from the EHRs to the appropriate state or federal agency:

- Immunization Registry Reporting Gateway
- Syndromic Surveillance Reporting Gateway
- Reportable Lab Results Gateway
- Reportable Diseases Gateway

EXHIBIT C
PAYMENT OF FEES

1. BACKGROUND

AzHeC will fund the operation of The Network with fees collected from participants, as well as other funding mechanisms available to AzHeC from time to time. Aggregate fees are reflective of certain AzHeC annual operating expenses, which are approved by AzHeC's Board of Directors (the "Board"). Certain operating expenses ("Operating Expenses") will be proportionally funded by participants based upon each Participant's service category and other factors described below. The fees collected from participants licensed as hospitals by the Arizona Department of Health Services ("Hospitals") and participants licensed to provide health insurance by the Arizona Department of Insurance or designated to provide health insurance by the Arizona Health Care Cost Containment System ("Health Plans") will fund the majority of the Operating Expenses each year. Fees collected from Participants who are not Hospitals or Health Plans ("Other Providers") will fund a smaller portion of the Operating Expenses. Operating Expenses will be reassessed each year. The Board will determine the "Hospital Portion" (defined below), the "Health Plan Portion" (defined below), and the "Other Provider Portion" (defined below). AzHeC will send written notice of Participant's fees no later than September 1 each year ("Notice Date").

1.1 Hospital Fee. The fee for a Hospital that is participating in The Network ("Hospital Participant") will be calculated each calendar year according to the following methodology:

(a) The portion of the Operating Expenses funded by Hospital Participants for each calendar year ("Hospital Portion") will be used to calculate a quarterly hospital discharge rate ("Hospital Discharge Rate"). The Hospital Discharge Rate will be calculated by dividing one fourth of the Hospital Portion by the total number of Hospital discharges for current and projected Participants ("Total Discharges"). Total Discharges will equal the sum of all Hospital discharges ("Discharges") for current and projected Participants. Discharges will be based upon the most current yearly discharge data for each Hospital available from the Arizona Department of Health Services ("ADHS") or such other state agency that maintains hospital discharge data.

(b) Each Hospital Participant's quarterly fee will be calculated by multiplying its Discharges by the Hospital Discharge Rate for that quarter.

1.2 Health Plan Fee. The fee for a Health Plan that is participating in The Network ("Health Plan Participant") will be calculated each calendar year according to the following methodology:

(a) The portion of the Operating Expenses funded by Health Plan Participants for each calendar year ("Health Plan Portion"), each Health Plan Participant's "Allocated Share" (defined below), and the quarterly "Allocated Share Percentage" (defined below) will be used to calculate the fee for each Health Plan Participant.

(b) Each Health Plan's allocated share will be determined by representatives of Health Plan Participants and other Health Plan representatives engaged with AzHeC, and will be based upon factors determined by such Health Plan Participants and representatives ("Allocated Share"). Allocated Shares will be reassessed on an as needed basis as determined by the Board.

(c) The quarterly "Allocated Share Percentage" will be determined by calculating each Health Plan Participant's Allocated Share as a percentage of the sum of all Allocated Shares for current and projected Participants for each quarter.

(d) Each Health Plan Participant's quarterly fee will be calculated by multiplying its Allocated Share Percentage by the Health Plan Portion for that quarter.

1.3 Other Providers Fee. The fees for Other Providers participating in The Network are set forth below, as applicable.

2. PAYMENT

Hospital fees, Health Plan fees, and Other Provider fees (collectively, the "Fees") are due no later than thirty (30) days after receipt of each quarterly invoice (each a "Due Date"). AzHeC may assess late fees equal to 3% of the applicable fee for each thirty (30) day period following the Due Date.

1.1 The fees for Hospitals, Health Plans, and Other Providers that become Participants after the commencement of any calendar year quarter (collectively, "New Participants") shall be calculated in accordance with the then current rates for their applicable service category.

1.2 All Fees for New Participants will be prorated based upon the date the New Participant enters into this Agreement.

3. ANNUAL NOT TO EXCEED AMOUNT

As a community provider, Participant's aggregate annual fees in 2016 and 2017 will be \$0.

Who is The Network?

198 participants and growing

The Network, operated by Arizona Health-e Connection (AzHeC), serves as a community **data trustee** and a **network of networks** that allows participants to save time and resources and create a more comprehensive patient record providing the right information at the right time and place.

**** Denotes sending data to The Network*

Behavioral Health Providers (64)

| | |
|---|---|
| A New Leaf | Marc Community Resources |
| Arizona's Children Association | Mentally Ill Kids in Distress |
| Arizona Counseling & Treatment Services | Mohave Mental Health Clinics, Inc. |
| Arizona Youth & Family Services, Inc. | Native American Connections |
| Assurance Health & Wellness | NAZCARE, Inc. |
| Bayless Healthcare Group | New Hope of Arizona |
| Casa De Los Ninos | NurseWise |
| Chicanos Por La Causa | Old Pueblo Community Services |
| Child & Family Support Services | Open Hearts Arizona |
| CODAC Health Recovery Wellness, Inc. | Partners in Recovery |
| Community Bridges, Inc. | Pasadera Behavioral Health Network |
| Community Health Associates | Pathways of Arizona, Inc. |
| Community Medical Services | Pinal Hispanic Council |
| Community Partnership Care Coordination | PSA Behavioral Health Agency |
| Community Provider of Enrichment Services, Inc. | Recovery Innovations |
| ConnectionsAZ | Rio Salado Behavioral Health |
| Cope Community Services | San Tan Behavioral Health Services, Inc. |
| Corazon Integrated Healthcare Services | S.E.E.K. Arizona |
| Crisis Preparation & Recovery | Sonoran Medical Centers |
| Crisis Response Network | Southeastern Arizona Behavioral Health Services |
| Crossroads Mission | Southwest Behavioral & Health Services |
| Easter Seals Blake Foundation | Southwest Network |
| Family Involvement Center | Spectrum Healthcare Group, Inc. |
| Family Service Agency | Terros |
| Helping Associates, Inc. | The Crossroads, Inc. |
| Hope Incorporated | The Phoenix Shanti Group |
| Human Services Consultants | Touchstone Behavioral Health |
| Intermountain Center for Human Development | West Yavapai Guidance Clinic, Inc. |
| Jewish Family & Children's Services | Youth Advocate Programs, Inc. |
| La Frontera Center, Inc. | Zarephath |
| La Frontera – Empact | |
| LifeShare Management Group | |
| Lifewell Behavioral Wellness | |
| Little Colorado Behavioral Health Centers | |

Who is The Network?

198 participants and growing

Community Providers (53)

Abrazo Heart Institute
Abrazo Medical Group
Angela Wyatt Dermatology
Arizona Community Physicians
Arizona Family Care
Arizona Kidney Disease & Hypertension Centers
Arizona Pain Specialists
Arizona Sun Family Medicine
ASAP Health Solutions
Barnet Dulaney Perkins Eye Center
Bart J. Carter, MD
Beech Medical Group, Inc.
Catalina Pointe Arthritis & Rheumatology Specialists, P.C.
Children's Clinics (Tucson)*
Christopher Moor, MD
Cigna Medical Group
Colorado River Pediatrics
Deseret Family Medicine
Desert Kidney Associates, PLC
Desert Spine Institute
District Medical Group*
Dorothy L. Wong Medical Offices
East Flagstaff Family Medicine
Enticare
Flagstaff Family Care Clinic
Gila Health Resources
Gila Valley Clinic
Heart and Vascular Center of Arizona
Homewood Family Physicians
MD 24 House Call, Inc.
Med-Cure Internal Medicine
Mountain View Pediatrics
New Pueblo Medicine
Northwest NeuroSpecialists
Options Medical
Page Family Practice
Palo Verde Family Care
Phoenix Medical Group
Pima Heart
Pima Lung & Sleep Center
Plaza Healthcare
Saguaro Surgical
San Pedro Family Care
Santé Partners, LLC
Sound Physicians
Southern Arizona Infectious Disease Specialists
Thunderbird Internal Medicine
True Care, MD
Universal Care Management
Valley Anesthesiology & Pain Consultants
Virginia G. Piper St. Vincent DePaul Clinics
Yuma Gastroenterology
Yuma Nephrology, PC

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Hospitals & Health Systems (21)

Abrazo Community Health Network*
Banner Health*
Benson Hospital*
Carondelet Health Network*
Cobre Valley Regional Medical Center
Copper Queen Community Hospital*
Dignity Health*
HonorHealth*
IASIS Healthcare, LLC
Kingman Regional Medical Center*
La Paz Regional Hospital
Little Colorado Medical Center*
Maricopa Integrated Health System*
Mount Graham Regional Medical Center*
Northern Arizona Healthcare*
Phoenix Children's Hospital*
Summit Healthcare Regional Medical Center
TMC HealthCare*
Wickenburg Community Hospital*
Yavapai Regional Medical Center
Yuma Regional Medical Center*

Health Plans (13)

Arizona Health Care Cost Containment System
Bridgeway Healthcare Solutions
Care1st Health Plan
Cenpatico Integrated Care
Health Choice Arizona
Health Choice Integrated Care
HealthNet
Maricopa Health Plan
Mercy Care Plan
Mercy Maricopa Integrated Care
Phoenix Health Plan
UnitedHealthcare
University of Arizona Health Plans

Accountable Care Organizations (5)

Arizona Connected Care
Commonwealth Primary Care ACO
Lifepoint Accountable Care Organization
Optum Medical Network*
Phoenix-Tucson Integrated Kidney Care, LLC

FQHCs & Community Health Centers (20)

Adelante Healthcare, Inc.
Canyonlands Healthcare
Chiricahua Community Health Center
Circle the City
Desert Senita Community Health Center*
El Rio Community Health Center*
Horizon Health and Wellness
Marana Health Center
Mariposa Community Health Center*
Mountain Park Health Center
Native Health
Neighborhood Outreach Access to Health (N.O.A.H.)
North Country HealthCare
San Luis Walk-In Clinic/Regional Center for Border Health
St. Elizabeth's Health Center, Inc.
Sun Life Family Health Center
Sunset Community Health Center*
United Community Health Center
Valle del Sol
Wesley Community Health Center

Who is The Network?

198 participants and growing

Long-Term & Post-Acute Care (9)

BAYADA Home Healthcare, Inc.
Foundation for Senior Living
Helping Hearts Residential Facilities
Home Health Insights, Inc.
Nightingale Homecare
River Gardens, Ltd.
The Gardens Rehab & Care Center
The Legacy Rehab & Care Center
The Lingenfelter Center, Ltd.

Reference Labs & Imaging Centers (2)

LabCorp
Sonora Quest Laboratories*

State & Local Government (9)

Arizona Department of Health Services
Arizona Health Care Cost Containment System
City of Buckeye
City of Surprise Fire-Medical
Maricopa County
Pima County (Corrections)
Rio Rico Medical & Fire District
Sonoita-Elgin Fire District
Yavapai County

Health Information Exchange (2)

Quality Health Network (QHN) Western Colorado*
Utah Health Information Network (UHIN)*





September 2, 2015

The Network Eliminates Participation Fees For Community Providers

Community providers in The Network, Arizona's statewide HIE operated by Arizona Health-e Connection (AzHeC), will pay no participation fees beginning October 1, 2015. The Board of The Network, in a late August vote, has adjusted fees for all participating entities for the statewide HIE, eliminating the fee for community providers effective October 1, 2015.

The Network launched a new operating platform and services on April 1, 2015, based on a funding model where hospitals, health plans and community providers split the cost of operations, with hospitals and health plans funding the majority of operating costs and community providers funding a smaller portion. Under the new funding model for the 2016 budget, approved at a Board meeting in late August, hospitals and health plans will now cover the portion of operating expenses previously covered by community providers. Community providers include federally qualified health centers, rural health clinics, primary care and specialty providers in private practices, public health, correctional facilities and first responders.

These funding decisions were made as part of the budget review process for 2016, according to Melissa Kotrys, CEO of AzHeC and The Network. Kotrys noted although hospitals and health plans are bearing a greater percentage of the costs, participation fees overall are going down for 2016. "Participation fees are based on the total number of participating entities and organizations," Kotrys said. "Although hospitals and health plans are taking on a greater percent of operating costs, hospitals and health plans will see lowers fees in 2016 because the total number of participating hospitals and health plans has increased."

Frank Marini, CIO of Tucson Medical Center and board chairman of The Network, stressed the importance of provider participation and provider data as key factors in the Board's decision. "Although we have seen steady growth in provider participation, the Board wanted to eliminate a key barrier to provider participation in The Network," Marini said. "With more Arizona providers participating in ACOs and all providers facing a future of value-based reimbursement, it is increasingly important to improve care coordination and maintain more comprehensive patient records through participation in the statewide HIE," Marini said. "We not only want to remove a critical barrier to participation, we also recognize the value of securely sharing valuable patient data with community providers," Marini added.

Network Services for Participants

Under the new operating platform and new services of The Network, services for participants such as community providers are bundled, with the following services available to all participants:

- **Bidirectional Exchange** – A bidirectional connection between The Network and a certified EHR allowing access to patient health information by all authorized Network users.
- **Provider and Payer Portals** – Patient clinical information and beneficiary clinical information can be accessed via these web-based portals, allowing authorized users access to records one patient or beneficiary at a time.
- **Direct Secure Email** – A HIPAA compliant, encrypted, standards-based application enabling secure point-to-point sending and receiving of routine information such as referrals, simple clinical messages and test results.
- **Alerts and Notifications** – Alerts and notifications of hospital ED, ambulatory and inpatient registrations, discharges and transfers as well as notifications of lab, radiology and transcription results and reports.
- **Public Health Reporting** – A single connection or electronic gateway for Network participants to submit state and federally required public health information from their certified electronic health record (EHR) system.
- **eHealth Exchange** – A secure electronic exchange of patient information via the national eHealth Exchange network, allowing participants to query and share on their patients with HIEs in other states and federal agencies such as the Department of Veterans Affairs and Social Security Administration.