



Arizona State University
INDEPENDENT CONTRACTOR AGREEMENT FOR
CONSULTING, SERVICES, AND DELIVERABLES

THIS CONTRACT is made between the **Arizona Board of Regents**, a body corporate, for and on behalf of **Arizona State University (ASU)** and Southwest Diagnostic Imaging, Ltd., a limited liability company, (Scottsdale Medical Imaging), (SMIL), (Vendor), effective as of April 22, 2018 (the Effective Date).

ASU issued a Request for Proposal 251806 for Radiology Services. Vendor responded with its proposal. ASU and Vendor desire to enter into this Contract for the purpose of Vendor providing ASU with Radiology Professional Services for ASU Students in a cost effective manner.

In consideration of the mutual obligations specified in this Contract, the parties agree as follows:

1. Engagement; Services and Deliverables. ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to perform the services as and when described on Exhibit A (the Services). As part of the Services, Vendor will deliver to ASU all reports, code, documents, software, and other items and materials as and when described on Exhibit A (the Deliverables).

2. Compensation. ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on Exhibit B. Unless described with specificity on Exhibit B, Vendor will be solely responsible for all expenses it incurs in connection with Vendor's obligations under this Contract. ASU will make all payments to Vendor in Vendor's legal name as set forth in the opening paragraph. Unless described with specificity on Exhibit B, ASU must receive all Deliverables prior to payment. Payment terms are Net 30 days upon ASU's receipt of Vendor's invoice.

3. Price Adjustment. Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. Price change requests shall be a factor in the Contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.

4. Sales and Use Tax. Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.

5. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire twelve (12) months after the Effective Date (the Term). The total Term will not exceed 5 years. ASU may terminate this Contract with or without cause upon 10 days' prior written notice to Vendor. Upon termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

6. Independent Contractor. Vendor is an independent contractor. Neither Vendor nor any of Vendor's owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Vendor, the Vendor Parties), will be employees, agents, partners, or joint venturers of ASU. None of the Vendor Parties will be eligible for any benefits from ASU, including worker's compensation coverage, nor will ASU make deductions from any amounts payable to Vendor for taxes. Taxes for any amounts paid to Vendor will be Vendor's sole responsibility.

7. Hours; Business Operations. Vendor will determine Vendor's hours of work. ASU will not combine the business operations of ASU with Vendor; these operations will be maintained separately. Vendor will provide all tools, equipment, and supplies Vendor determines to be necessary to perform the Services, and Vendor will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.

8. Supervision. Vendor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of Services under this Contract lies solely with Vendor, and ASU is interested only in final results.

9. Records and Reports. Vendor will provide interim written reports concerning the performance of the Services as and when ASU may request. Upon termination of the Term, Vendor will, if requested by ASU, provide a final written report regarding the Services.

10. Nondisclosure and Trade Secrets. Vendor may receive (or has received) from ASU, and may otherwise be exposed to confidential and proprietary information relating to ASU's business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Vendor with the legend "ASU Confidential and Proprietary," or other designations of confidentiality. As between Vendor and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Vendor will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information to any third party, either during or after the Term, except with ASU's prior written consent. Upon termination of this Contract, Vendor will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Vendor's possession or under Vendor's control. In addition, Vendor will not disclose or otherwise make available to ASU any confidential information of Vendor or received by Vendor from any third party.

Vendor will have no obligation to maintain as confidential any ASU Confidential Information that Vendor can show: (i) was already lawfully in the possession of or known by Vendor before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Contract or any other agreement; (iii) is lawfully received by Vendor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Vendor

11. Data Use, Ownership, and Privacy. As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Vendor, as well as all data and information managed by Vendor on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Contract, even if generated by Vendor, as well as all data obtained or extracted through ASU's or Vendor's use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Vendor by ASU students and employees, and includes personal data, metadata, and user content.

ASU Data will be ASU's Intellectual Property and Vendor will treat it as ASU Confidential Information. Vendor will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to the extent necessary to fulfill Vendor's obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Vendor will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Vendor will not, directly or indirectly: (x) attempt to re-identify or de-aggregate deidentified or aggregated information; or (y) transfer deidentified and aggregated information to any party unless that party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered deidentified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Vendor will deliver, destroy, and/or make available to ASU, any or all ASU Data.

Notwithstanding the foregoing, if this Contract contains a scope of work or other provision that requires or allows Vendor to provide aggregated and deidentified data to Vendor's customers, then Vendor may provide such information solely to the extent allowed in this Contract, and only if such data is aggregated with similar data of other customers of Vendor (i.e. is not identified as ASU, ABOR, or Arizona-specific).

12. Ownership and Assignment of Work Product. All Intellectual Property that any of the Vendor Parties may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the Services (the Contract IP), will be owned by ASU, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for ASU (or if ownership of all rights therein do not otherwise vest exclusively in ASU), Vendor

hereby irrevocably assigns, and will cause all Vendor Parties to so assign, without further consideration, to ASU, all right, title, and interest to all Contract IP. Intellectual Property means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, software, code, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, goodwill, and other intellectual property rights relating to the foregoing. Vendor will make full and prompt disclosure of all Contract IP to ASU. Vendor will, and will cause the Vendor Parties, upon request of ASU, to do such acts, and sign and deliver all instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU's cost and expense, to cooperate with ASU in the protection of the Contract IP and/or defense of any litigation arising in connection with the Contract IP.

13. Vendor's Intellectual Property Ownership Rights. Vendor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Vendor informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Vendor hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the performance of the Services.

14. Warranties. Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform; (ii) Vendor will comply, and will be responsible for ensuring Vendor Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Vendor owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Vendor under this Contract will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) all Deliverables will conform to the specifications and descriptions created therefor.

15. Indemnification. Vendor will indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Vendor, or any of the other Vendor Parties; (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

16. Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory of ASU, as set forth in PUR-202, which is at www.asu.edu/counsel/manual/signatureauthority.html.

17. No Debarment. None of the Vendor Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, non-procurement, or reimbursement program. Vendor affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing Services. Vendor will provide immediate written notice to ASU upon the subsequent exclusion of any of the Vendor Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

18. Notices. All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:

ASU Health Services
PO Box 872104
Tempe, AZ 85287-2104
Attn: Associate Director Counseling, Health & Wellness

With a copy to:

ASU Purchasing and Business Services
PO Box 875212
Tempe, AZ 85287-5212
Attn: Chief Procurement Officer

To Vendor:

Southwest Diagnostic Imaging, Ltd.
9700 N. 91st Street, Suite C200
Scottsdale, AZ 85258
Rodney S. Owen, MD, FACR

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

19. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

20. Conflict of Interest. If within 3 years after the execution of this Contract, Vendor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

21. Arbitration in Superior Court. As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

22. Dispute Resolution. If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

23. Records. To the extent required by ARS § 35-214, Vendor will retain all records relating to this Contract. Vendor will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Vendor. Records may be delivered electronically.

24. Failure of Legislature to appropriate. In accordance with ARS § 35-154, if ASU's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Vendor and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

25. Weapons, Explosive Devices, and Fireworks. ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative.

Notification by Vendor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Vendor (Vendor Notification Parties) of this policy is a condition and requirement of this Contract. Vendor further agrees to enforce this Contract requirement against all Vendor Notification Parties. ASU's policy may be accessed at: www.asu.edu/aad/manuals/pdp/pdp201-05.html.

26. Advertising, Publicity, Names and Marks. Vendor will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of any ASU Marks must comply with ASU's requirements, including using the ® indication of a registered trademark where applicable.

27. Information Security. All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the requirements set forth on Exhibit C.

28. Insurance Requirements. Without limiting any liabilities or any other obligation of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or subcontractors as described on Exhibit D.

29. Student Educational Records. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Vendor will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Contract contains a scope of work or other provision that requires or permits Vendor to access or release any student records, then, for purposes of this Contract only, ASU designates Vendor as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Vendor or any Vendor Parties must comply with ASU's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (www.asu.edu/aad/manuals/ssm/ssm107-01.html). If Vendor violates the terms of this section, Vendor will immediately provide notice of the violation to ASU.

30. Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU's Title IX Guidance is available at www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf. Vendor will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Vendor Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Vendor Parties comply with ASU's Title IX Guidance.

31. Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

32. Tobacco-Free University. ASU is tobacco free. For details, visit www.asu.edu/tobaccofree.

33. Outside Services; Notification. Vendor is free to perform work for entities other than ASU as long as such services do not violate Vendor's obligations under this Contract. Vendor authorizes ASU to notify any employers or clients of Vendor of Vendor's obligations hereunder.

34. Construction. Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Contract. Vendor is not relying on the advice or counsel of any individuals

employed by ASU in entering into this Contract. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Contract.

35. Americans with Disabilities and Rehabilitation Acts. Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

36. No Boycott of Israel. As required by ARS §§ 35-393 to 35-393.01, Vendor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract

37. Governing Law and Venue. This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

38. Interpretation-Parol Evidence. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

39. No Waiver. No waiver by University of any breach of the provisions of this Contract by Vendor shall in any way be construed to be a waiver of any future breach or bar ASU's right to insist on strict performance of the provisions of this Contract.

40. Assignment of Anti-Trust Overcharge Claims. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Vendor hereby assigns to the Arizona Board of Regents for and on behalf of ASU any and all claims for such overcharges.

41. Labor Disputes. Vendor shall give prompt notice to ASU of any actual or potential labor dispute which delays or may delay performance under this Contract.

42. Equal Opportunity Clause. The Provisions of Section 202 of Executive Order 11246.41, C.F.R. § 60-1.4.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

43. Gratuities. ASU may, by written notice to Licensor, cancel this Contract or any Order Form if it is found by ASU that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Licensor, or any agent or representative of Licensor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Contract is canceled by ASU pursuant to this provision, ASU shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Licensor in providing such gratuities.

44. Insolvency. ASU shall have the right to terminate this Contract at any time in the event Vendor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.

45. Assignment. Neither party may transfer or assign this Contract or any of its rights or obligations hereunder, either directly nor indirectly, or by operation of law, without the other party's prior written consent. Any attempt to the contrary will be void.

46. Compliance with HIPAA. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) relating to patient confidentiality or privacy of protected health information. Based upon the nature of this Contract, the parties shall enter into a Business Associate Agreement in connection with this Contract, in the form as set forth on Exhibit E attached to this Contract.

The parties have signed this Contract as of the Effective Date.

**Arizona Board of Regents for and
on behalf of Arizona State University**

By: DocuSigned by: Mohammad khalik
Name: Mohammad khalik
Title: Buyer
Date Signed: May 1, 2018

Southwest Diagnostic Imaging, Ltd.

By: DocuSigned by: Rodney S. Owen
Name: Rodney S. Owen
Title: Exec VP
Date Signed: April 30, 2018

EXHIBIT A – SERVICES AND DELIVERABLES

Will continue the current set up of providing secondary over reads. SMIL will provide ASUHS students for other modality exams at one of the 17 locations conveniently located across the Phoenix Metro area. SMIL has a centralized scheduling department with access to over 30 specialized and experienced radiology professionals by dialing one phone number (480) 425-5030. Staff and students can also schedule at www.esmil.com and selecting “Schedule Online”. Round trip transportation is provided at no additional cost.

SMIL contracts with all local payors and will bill the student’s insurance company for the services rendered, when appropriate (such as ASU Student Insurance, Bridge plan, SDA program). SMIL will first bill the student/athlete’s primary insurance and then will bill the SDA for the student’s exam. Southwest Diagnostic Imaging has a hardship plan available for reducing personal responsibility by providing financial assistance to those with proven hardship needs. The Patient Financial Services department contact number is (623) 842-7999.

SMIL has two imaging centers open during weekend hours for the needs of ASUSD Athletes. SMIL will provide services for the ASU Sun Devil Athletes/Coaches for weekend coverage. SMIL has dedicated MSK sub-specialized radiologists available 365 days a year to accommodate the needs of the athletic department.

Will provide secondary interpretations (secondary reads) as necessary and appropriate. SMIL’s cost to the ASU shall be \$10 per radiological read and \$20 per ultrasound read. The turnaround times (TAT) for these exams will be less than four (4) hours. In STAT cases, the TAT will be within thirty (30) minutes.

Will provide electronic images viewable by ASUHS physicians and appropriate staff through the transmittal of the necessary reports directly into the electronic health record (EHR).

Will provide ASU medical staff members with reports such as over-read results for utilization review, performance and improvement and quality control measures. The current business intelligence software solution DIVER provides customizable reporting capability and is able to create automatic reports and send to ASU as requested.

Will provide automatic reports for the same day that the exam is completed 95% of the cases seen and 100% of reports delivered within 24 hours and 82% delivery of STAT exams within 4 hours. All same day STAT exams will be interpreted by a sub-specialized in MSK radiologist.

Will attend monthly radiology case conferences as requested.

Quarterly reports will be provided in the first month that proceeds the end of the quarter.

Will provide a report of TAT to ensure requirements are being met. In addition, SMIL will provide information on the number of cases by modality that were referred by ASUHS providers as well as a minimum of annual feedback from patient satisfaction surveys taken by students/patients send to SMIL from ASUHS providers to ensure services are satisfactory. These reports/information will be provided on a quarterly basis and sent to persons ASU designates.

EXHIBIT B – CONSIDERATION

DESCRIPTION	PROCEDURE CODE	Option A Self-Pay	Option B Bridge Plan	Commercial Rates	Option D Discount Program
Contrast x-ray of brain	70010	61.00	61.00	272.18	60.37
X-ray eye for foreign body	70030	28.00	28.00	29.93	27.57
X-ray exam of jaw less4views	70100	33.00	33.00	34.74	32.47
X-ray exam of jaw 4/more views	70110	38.00	38.00	44.03	37.38
X-ray exam of mastoids	70120	33.00	33.00	40.05	32.82
X-ray mastoids min 3 view	70130	54.00	54.00	57.26	53.44
X-ray exam of middle ear	70134	50.00	50.00	55.08	49.30
X-ray exam of facial bones	70140	30.00	30.00	40.49	29.33
X-ray facial bones min 3 view	70150	41.00	41.00	51.94	40.88
X-ray exam of nasal bones	70160	33.00	33.00	34.29	32.47
X-ray exam of tear duct	70170	254.00	254.00	62.48	253.03
X-ray exam of eye sockets	70190	36.00	36.00	41.82	35.27
X-ray eye sockets min 4 view	70200	42.00	42.00	53.26	41.94
X-ray exam of sinuses	70210	30.00	30.00	39.60	29.32
X-ray sinuses min 3 view	70220	38.00	38.00	51.49	37.04
X-ray exam pituitary saddle	70240	31.00	31.00	30.81	30.37
X-ray exam of skull	70250	36.00	36.00	43.58	35.98
X-ray skull min 4 view	70260	46.00	46.00	62.55	45.05
X-ray exam of jaw joint	70328	31.00	31.00	33.43	30.02
X-ray exam of jaw joints	70330	47.00	47.00	53.67	46.47
Jaw joint arthrogram	70332	70.00	70.00	131.51	69.89
Magnetic image jaw joint	70336	312.00	312.00	607.46	311.09
Panoramic x-ray of jaws	70355	21.00	21.00	39.20	20.54
X-ray exam of neck	70360	28.00	28.00	29.93	27.92
Throat x-ray & fluoroscopy	70370	71.00	71.00	79.56	70.96
Speech evaluation complex	70371	89.00	89.00	148.78	88.06
X-ray exam of salivary gland	70380	32.00	32.00	41.79	31.77
X-ray exam of salivary duct	70390	93.00	93.00	105.99	92.96
Ct head/brain w/o dye	70450	115.00	115.00	269.81	114.63
Ct head/brain w/dye	70460	162.00	162.00	330.06	161.47
Ct head/brain w/o & w/dye	70470	190.00	190.00	403.81	189.48
Ct orbit/ear/fossa w/o dye	70480	179.00	179.00	295.94	178.99
Ct orbit/ear/fossa w/dye	70481	273.00	273.00	345.10	272.66
Ct orbit/ear/fossa w/o&w/dye	70482	298.00	298.00	414.43	297.10
Ct maxillofacial w/o dye	70486	138.00	138.00	287.07	137.70
Ct maxillofacial w/dye	70487	166.00	166.00	340.69	165.71
Ct maxillofacial w/o & w/dye	70488	203.00	203.00	412.21	202.06
Ct soft tissue neck w/o dye	70490	167.00	167.00	295.94	166.41
Ct soft tissue neck w/dye	70491	201.00	201.00	345.10	201.00
Ct sft tsue nck w/o & w/dye	70492	243.00	243.00	413.98	242.27
Ct angiography head	70496	290.00	290.00	596.72	289.76
Ct angiography neck	70498	290.00	290.00	596.72	289.06
Mri orbit/face/neck w/o dye	70540	269.00	269.00	589.56	268.45

Mri orbit/face/neck w/dye	70542	319.00	319.00	707.57	318.43
Mri orbt/fac/nck w/o &w/dye	70543	400.00	400.00	1,257.53	399.90
Mr angiography head w/o dye	70544	298.00	298.00	590.17	297.77
Mr angiography head w/dye	70545	306.00	306.00	589.74	305.11
Mr angiograph head w/o&w/dye	70546	479.00	479.00	1,116.10	478.83
Mr angiography neck w/o dye	70547	299.00	299.00	589.74	298.12
Mr angiography neck w/dye	70548	321.00	321.00	589.74	320.14
Mr angiograph neck w/o&w/dye	70549	498.00	498.00	1,116.10	497.71
Mri brain stem w/o dye	70551	229.00	229.00	607.46	228.95
Mri brain stem w/dye	70552	318.00	318.00	728.65	317.38
Mri brain stem w/o & w/dye	70553	375.00	375.00	1,292.65	374.38
Chest x-ray 1 view	71045	20.00	20.00	21.68	19.53
Chest x-ray 2 view	71046	31.00	31.00	33.33	30.03
Chest x-ray 3 view	71047	39.00	39.00	42.67	38.44
Chest x-ray 4 or more views	71048	42.00	42.00	45.79	41.25
X-ray exam ribs uni 2 views	71100	33.00	33.00	40.07	32.83
X-ray exam unilat ribs/chest	71101	38.00	38.00	47.54	37.69
X-ray exam ribs bil 3 views	71110	40.00	40.00	52.81	39.50
X-ray exam ribs/chest4/more vws	71111	47.00	47.00	60.75	46.45
X-ray exam breastbone 2/morevws	71120	30.00	30.00	42.68	29.33
X-ray strenoclavic jt 3/morevws	71130	36.00	36.00	46.19	35.63
Ct thorax w/o dye	71250	162.00	162.00	343.22	161.13
Ct thorax w/dye	71260	195.00	195.00	402.05	194.36
Ct thorax w/o & w/dye	71270	233.00	233.00	492.02	232.81
Ct angiography chest	71275	297.00	297.00	676.10	296.77
Mri chest w/o dye	71550	311.00	311.00	599.03	310.78
Mri chest w/dye	71551	453.00	453.00	717.03	452.64
Mri chest w/o & w/dye	71552	556.00	556.00	1,256.14	555.39
Mri angio chest w or w/o dye	71555	396.00	396.00	627.38	395.74
X-ray exam of spine 1 view	72020	22.00	22.00	28.59	21.97
X-ray exam neck spine 2-3 vw	72040	33.00	33.00	41.38	32.83
X-ray exam neck spine 4/5vws	72050	45.00	45.00	60.30	44.70
X-ray exam neck spine 6/morevws	72052	56.00	56.00	74.35	55.20
X-ray exam thorac spine 2vws	72070	34.00	34.00	43.57	33.53
X-ray exam thorac spine 3vws	72072	35.00	35.00	47.54	34.23
X-ray exam thorac spine4/morevw	72074	39.00	39.00	55.88	38.42
X-ray exam thoracolmb 2/more vw	72080	34.00	34.00	44.45	33.18
X-ray exam entire spi 1 vw	72081	39.00	39.00	42.22	38.04
X-ray exam entire spi 2/3 vw	72082	62.00	62.00	68.23	61.47
X-ray exam entire spi 4/5 vw	72083	75.00	75.00	82.22	74.07
X-ray exam entire spi 6/more vw	72084	87.00	87.00	95.77	86.28
X-ray exam l-s spine 2/3 vws	72100	35.00	35.00	44.45	34.58
X-ray exam l-2 spine 4/morevws	72110	49.00	49.00	61.18	48.19
X-ray exam l-s spine bending	72114	61.00	61.00	76.97	60.78
X-ray bend only l-s spine	72120	41.00	41.00	55.00	40.17

Ct neck spine w/o dye	72125	169.00	169.00	343.22	168.49
Ct neck spine w/dye	72126	226.00	226.00	400.26	225.46
Ct neck spine w/o & w/dye	72127	268.00	268.00	485.83	267.08
Ct chest spine w/o dye	72128	166.00	166.00	343.22	165.32
Ct chest spine w/dye	72129	227.00	227.00	400.73	226.51
Ct chest spine w/o & w/dye	72130	269.00	269.00	485.83	268.83
Ct lumbar spine w/o dye	72131	166.00	166.00	343.22	165.32
Ct lumbar spine w/dye	72132	226.00	226.00	400.26	225.46
Ct lumbar spine w/o & w/dye	72133	267.00	267.00	485.83	266.33
Mri neck spine w/o dye	72141	223.00	223.00	614.53	222.65
Mri neck spine w/dye	72142	324.00	324.00	737.52	323.32
Mri thoracic spine w/o dye	72146	223.00	223.00	671.07	223.00
Mri chest spine w/dye	72147	321.00	321.00	737.09	320.88
Mri lumbar spine w/o dye	72148	223.00	223.00	664.00	222.65
Mri lumbar spine w/dye	72149	320.00	320.00	729.10	319.08
Mri neck spine w/o & w/dye	72156	377.00	377.00	1,305.50	376.47
Mri chest spine w/o & w/dye	72157	378.00	378.00	1,304.59	377.17
Mri lumbar spine w/o & w/dye	72158	376.00	376.00	1,292.65	375.77
Mr angio spine w/o&w/dye	72159	335.00	335.00	679.17	334.52
X-ray exam of pelvis	72170	32.00	32.00	34.29	31.42
X-ray pelvis min 3 view	72190	38.00	38.00	44.00	37.37
Ct angiograph pelv w/o&w/dye	72191	303.00	303.00	654.15	302.31
Ct pelvis w/o dye	72192	145.00	145.00	339.24	144.37
Ct pelvis w/dye	72193	224.00	224.00	386.21	223.35
Ct pelvis w/o & w/dye	72194	258.00	258.00	465.12	257.27
Mri pelvis w/o dye	72195	311.00	311.00	599.51	310.78
Mri pelvis w/dye	72196	345.00	345.00	717.03	344.28
Mri pelvis w/o & w/dye	72197	422.00	422.00	1,267.51	421.89
Mr angio pelvis w/o & w/dye	72198	397.00	397.00	626.50	396.74
X-ray exam si joints	72200	28.00	28.00	34.29	27.92
X-ray exam si joints 3/more vws	72202	33.00	33.00	40.49	32.47
X-ray exam sacrum tailbone	72220	28.00	28.00	37.43	27.92
Myelography neck spine	72240	97.00	97.00	274.21	96.83
Myelography thoracic spine	72255	98.00	98.00	253.57	97.13
Myelography l-s spine	72265	91.00	91.00	237.80	90.86
Myelography 2/more spine regions	72270	127.00	127.00	362.22	126.53
Epidurography	72275	115.00	115.00	146.47	114.30
Discography cerv/thor spine	72285	111.00	111.00	456.85	110.79
X-ray of lower spine disk	72295	97.00	97.00	413.69	96.05
X-ray exam of collar bone	73000	28.00	28.00	33.42	27.57
X-ray exam of shoulder blade	73010	31.00	31.00	34.29	30.02
X-ray exam of shoulder	73020	23.00	23.00	30.78	22.67
X-ray shoulder min 2 view	73030	29.00	29.00	37.86	28.97
Contrast x-ray of shoulder	73040	100.00	100.00	130.16	99.95
X-ray exam of shoulders	73050	36.00	36.00	43.56	35.27
X-ray exam of humerus	73060	29.00	29.00	37.43	28.62
X-ray exam of elbow	73070	27.00	27.00	32.97	26.87
X-ray elbow min 3 view	73080	32.00	32.00	37.43	31.07

Contrast x-ray of elbow	73085	95.00	95.00	131.08	94.66
X-ray exam of forearm	73090	26.00	26.00	33.42	25.47
X-ray exam of arm infant	73092	27.00	27.00	32.10	26.87
X-ray exam of wrist	73100	32.00	32.00	32.10	31.06
X-ray wrist min 3 view	73110	35.00	35.00	34.73	34.56
Contrast x-ray of wrist	73115	106.00	106.00	106.97	105.49
X-ray exam of hand	73120	28.00	28.00	32.10	27.92
X-ray hand min 3 view	73130	32.00	32.00	34.73	31.42
X-ray exam of finger(s)	73140	32.00	32.00	27.27	31.75
Ct upper extremity w/o dye	73200	166.00	166.00	294.90	165.32
Ct upper extremity w/dye	73201	221.00	221.00	343.22	220.20
Ct uppr extremity w/o&w/dye	73202	275.00	275.00	416.96	274.75
Ct angio upr extrm w/o&w/dye	73206	325.00	325.00	606.98	324.38
Mri upper extremity w/o dye	73218	306.00	306.00	589.56	305.81
Mri upper extremity w/dye	73219	400.00	400.00	708.00	399.18
Mri uppr extremity w/o&w/dye	73220	495.00	495.00	1,257.53	494.98
Mri joint upr extrem w/o dye	73221	236.00	236.00	589.56	235.20
Mri joint upr extrem w/dye	73222	376.00	376.00	707.57	375.76
Mri joint upr extr w/o&w/dye	73223	466.00	466.00	1,257.53	465.96
Mr angio upr extr w/o&w/dye	73225	331.00	331.00	619.54	330.65
X-ray exam hip uni 1 view	73501	30.00	30.00	32.93	29.67
X-ray exam hip uni 2-3 views	73502	41.00	41.00	45.37	40.87
X-ray exam hip uni 4/more views	73503	51.00	51.00	56.58	50.97
X-ray exam hips bi 2 views	73521	38.00	38.00	41.10	37.03
X-ray exam hips bi 3-4 views	73522	49.00	49.00	53.48	48.18
X-ray exam hips bi 5/more views	73523	56.00	56.00	62.03	55.88
Contrast x-ray of hip	73525	102.00	102.00	130.63	101.95
X-ray exam of femur 1	73551	28.00	28.00	30.60	27.57
X-ray exam of femur 2/more	73552	33.00	33.00	36.04	32.47
X-ray exam of knee 1 or 2	73560	31.00	31.00	34.29	30.71
X-ray exam of knee 3	73562	36.00	36.00	37.86	35.26
X-ray exam knee 4 or more	73564	40.00	40.00	42.26	39.12
X-ray exam of knees	73565	36.00	36.00	32.98	35.26
Contrast x-ray of knee joint	73580	116.00	116.00	153.86	115.58
X-ray exam of lower leg	73590	29.00	29.00	34.29	28.27
X-ray exam of leg infant	73592	27.00	27.00	32.10	26.87
X-ray exam of ankle	73600	30.00	30.00	32.10	29.32
X-ray ankle min 3 view	73610	32.00	32.00	34.73	31.07
Contrast x-ray of ankle	73615	106.00	106.00	130.63	105.49
X-ray exam of foot	73620	26.00	26.00	32.10	25.82
X-ray foot min 3 view	73630	29.00	29.00	34.73	28.97
X-ray exam of heel	73650	27.00	27.00	31.23	26.87
X-ray exam of toe(s)	73660	28.00	28.00	27.27	27.91
Ct lower extremity w/o dye	73700	166.00	166.00	294.90	165.32
Ct lower extremity w/dye	73701	224.00	224.00	343.22	223.35
Ct lwr extremity w/o&w/dye	73702	272.00	272.00	416.48	271.26
Ct angio lwr extr w/o&w/dye	73706	340.00	340.00	612.75	339.34
Mri lower extremity w/o dye	73718	305.00	305.00	589.56	304.11

Mri lower extremity w/dye	73719	327.00	327.00	707.57	326.12
Mri lwr extremity w/o&w/dye	73720	422.00	422.00	1,257.09	421.22
Mri jnt of lwr extre w/o dye	73721	236.00	236.00	589.56	235.20
Mri joint of lwr extr w/dye	73722	379.00	379.00	707.57	378.20
Mri joint lwr extr w/o&w/dye	73723	466.00	466.00	1,257.53	465.27
Mr ang lwr ext w or w/o dye	73725	398.00	398.00	627.82	397.09
Abdomen X-Ray 1 View	74018	27.00	27.00	29.84	26.88
Abdomen X-Ray 2 View	74019	33.00	33.00	36.44	32.83
Abdomen X-Ray 3 or More Views	74021	39.00	39.00	42.61	38.39
X-ray exam series abdomen	74022	44.00	44.00	53.28	44.00
Ct abdomen w/o dye	74150	149.00	149.00	333.59	148.20
Ct abdomen w/dye	74160	229.00	229.00	393.30	228.28
Ct abdomen w/o & w/dye	74170	260.00	260.00	476.19	259.73
Ct angio abd&pelv w/o&w/dye	74174	354.00	354.00	392.63	353.72
Ct angio abdom w/o & w/dye	74175	304.00	304.00	659.01	303.76
Ct abd & pelvis w/o contrast	74176	199.00	199.00	220.41	198.57
Ct abd & pelv w/contrast	74177	309.00	309.00	342.28	308.36
Ct abd & pelv 1/more regns	74178	346.00	346.00	382.97	345.02
Mri abdomen w/o dye	74181	280.00	280.00	599.03	279.67
Mri abdomen w/dye	74182	380.00	380.00	717.03	379.24
Mri abdomen w/o & w/dye	74183	423.00	423.00	1,267.51	422.94
Mri angio abdom w orw/o dye	74185	400.00	400.00	626.50	399.18
X-ray exam of peritoneum	74190	496.00	496.00	89.75	495.98
Contrst x-ray exam of throat	74210	77.00	77.00	76.97	76.87
Contrast x-ray esophagus	74220	88.00	88.00	82.71	87.34
Cine/vid x-ray throat/esoph	74230	128.00	128.00	92.41	127.56
X-ray upper gi delay w/o kub	74240	112.00	112.00	109.62	111.49
X-ray upper gi delay w/kub	74241	116.00	116.00	110.93	115.68
X-ray upper gi&small intest	74245	161.00	161.00	165.46	160.79
Contrst x-ray uppr gi tract	74246	125.00	125.00	118.43	124.77
Contrst x-ray uppr gi tract with air kub	74247	140.00	140.00	120.65	139.45
Contrst x-ray upp gi sm bowel with air	74249	182.00	182.00	174.22	181.07
X-ray exam of small bowel	74250	103.00	103.00	88.87	102.03
X-ray small bowel enteroclysis	74251	150.00	150.00	102.60	149.94
Ct colonography dx	74261	235.00	235.00	260.78	234.94
Ct colonography dx w/dye	74262	370.00	370.00	410.59	369.90
Ct colonography screening	74263	755.00	755.00	837.26	754.29
Contrast x-ray exam of colon	74270	149.00	149.00	121.53	148.19
Contrast x-ray colon with air	74280	211.00	211.00	163.32	210.41
Contrast x-ray colon therapeutic	74283	208.00	208.00	241.10	207.65
Contrast x-ray gallbladder	74290	69.00	69.00	53.28	68.82
Contrst x-ray urinary tract	74400	109.00	109.00	108.25	108.32
Urography ivp with tomo	74415	135.00	135.00	127.94	134.54
Retrograde urogram	74420	461.00	461.00	143.22	460.73
Nephrostogram antegrade	74425	263.00	263.00	82.68	262.83
Contrast x-ray bladder	74430	38.00	38.00	68.21	37.71

X-ray male genital tract	74440	80.00	80.00	75.23	79.37
X-ray exam of penis	74445	172.00	172.00	122.22	171.06
X-ray urethra/bladder	74450	255.00	255.00	87.94	254.44
Urethrocytography retrograde	74455	82.00	82.00	94.13	81.41
X-ray exam of kidney lesion	74470	265.00	265.00	90.66	264.24
X-ray guide gu dilation	74485	92.00	92.00	178.43	91.61
Mri fetal sngl/1st gestation	74712	266.00	266.00	294.21	265.05
Mri fetal ea addl gestation	74713	236.00	236.00	261.92	235.96
X-ray female genital tract	74740	74.00	74.00	84.01	73.73
Cardiac mri for morph	75557	327.00	327.00	362.20	326.31
Cardiac mri w/stress img	75559	381.00	381.00	422.50	380.63
Cardiac mri for morph w/dye	75561	430.00	430.00	477.03	429.76
Card mri w/stress img & dye	75563	512.00	512.00	567.58	511.33
Card mri veloc flow mapping	75565	55.00	55.00	60.17	54.21
Ct hrt w/o dye w/ca test	75571	99.00	99.00	98.93	89.13
Ct hrt w/3d image	75572	283.00	283.00	313.54	282.47
Ct hrt w/3d image congen	75573	371.00	371.00	411.44	370.67
Ct angio hrt w/3d image	75574	363.00	363.00	402.85	362.93
Contrast exam thoracic aorta	75605	137.00	137.00	651.50	136.15
Contrast exam abdominl aorta	75625	136.00	136.00	651.11	135.26
X-ray aorta leg arteries	75630	169.00	169.00	717.39	168.13
Ct angio abdominal arteries	75635	364.00	364.00	859.49	363.18
Artery x-rays spine	75705	250.00	250.00	715.82	249.61
Artery x-rays arm/leg	75710	170.00	170.00	652.02	169.72
Artery x-rays arms/legs	75716	193.00	193.00	661.30	192.91
Artery x-rays abdomen	75726	148.00	148.00	650.19	147.44
Artery x-rays adrenal gland	75731	171.00	171.00	650.66	170.16
Artery x-rays adrenals	75733	183.00	183.00	661.26	182.85
Artery x-rays pelvis	75736	158.00	158.00	651.11	157.78
Artery x-rays lung	75741	149.00	149.00	660.83	148.19
Artery x-rays lungs	75743	167.00	167.00	681.62	166.63
Angio,pulm,by nonselective cath or ven inj	75746	150.00	150.00	166.38	149.89
Artery x-rays chest	75756	171.00	171.00	653.21	170.11
Artery x-ray each vessel	75774	86.00	86.00	603.26	85.56
Lymph vessel x-ray arm/leg	75801	639.00	639.00	301.05	638.51
Lymph vessel x-ray arms/legs	75803	655.00	655.00	320.87	654.21
Lymph vessel x-ray trunk	75807	2,477.00	2,477.00	352.91	2,476.59
Nonvascular shunt x-ray	75809	98.00	98.00	64.77	97.83
Vein x-ray spleen/liver	75810	1,009.00	1,009.00	650.19	1,008.44
Vein x-ray arm/leg	75820	115.00	115.00	87.32	114.19
Vein x-ray arms/legs	75822	135.00	135.00	133.09	134.08
Vein x-ray trunk	75825	133.00	133.00	651.14	132.86
Vein x-ray chest	75827	138.00	138.00	650.66	137.01
Vein x-ray kidney	75831	139.00	139.00	651.14	138.60
Vein x-ray kidneys	75833	164.00	164.00	672.84	163.74
Vein x-ray adrenal gland	75840	147.00	147.00	651.57	146.79
Vein x-ray adrenal glands	75842	176.00	176.00	671.46	175.77

Vein x-ray neck	75860	143.00	143.00	651.07	142.45
Vein x-ray skull	75870	147.00	147.00	651.07	146.79
Vein x-ray skull epidural	75872	147.00	147.00	653.98	146.79
Vein x-ray eye socket	75880	125.00	125.00	86.84	124.42
Vein x-ray liver w/hemodynam	75885	155.00	155.00	668.81	154.83
Vein x-ray liver w/o hemodyn	75887	156.00	156.00	668.34	155.23
Hepatic venogram w hemodynamic	75889	142.00	142.00	650.19	141.89
Vein x-ray liver	75891	143.00	143.00	650.19	142.94
Venous sampling by catheter	75893	119.00	119.00	614.34	118.78
Follow-up angiography	75898	1,043.00	1,043.00	149.68	1,042.83
Remove cva device obstruct	75901	178.00	178.00	126.22	177.19
Remove cva lumen obstruct	75902	72.00	72.00	120.47	71.24
Xray control catheter change	75984	105.00	105.00	133.78	104.85
Abscess drainage under x-ray	75989	121.00	121.00	217.81	120.19
Fluoroscope examination	76000	48.00	48.00	70.73	47.10
X-ray nose to rectum	76010	26.00	26.00	34.74	25.83
X-ray exam of fistula	76080	55.00	55.00	81.46	54.16
X-ray exam breast specimen	76098	17.00	17.00	29.04	16.73
X-ray exam of body section	76100	91.00	91.00	93.35	90.43
Complex body section x-rays	76102	150.00	150.00	116.20	149.65
Cine/video x-rays	76120	92.00	92.00	72.18	91.56
3d render w/intrp postproces	76376	24.00	24.00	25.73	23.04
3d render w/ ind workstation	76377	71.00	71.00	79.59	70.22
Cat scan follow-up study	76380	110.00	110.00	220.72	109.03
Mr spectroscopy	76390	445.00	445.00	594.75	444.84
Echo exam of head	76506	117.00	117.00	106.60	116.66
Echo exam of eye	76516	63.00	63.00	91.51	62.95
Echo exam of eye lens power calc	76519	74.00	74.00	95.44	73.83
Us exam of head and neck	76536	117.00	117.00	99.93	116.04
Us exam chest	76604	89.00	89.00	93.73	88.77
Ultrasound breast complete	76641	107.00	107.00	118.71	106.95
Ultrasound breast limited	76642	88.00	88.00	97.36	87.71
Us exam abdom complete	76700	123.00	123.00	140.86	122.01
Echo exam of abdomen	76705	92.00	92.00	101.70	91.23
Ultrasound abdl aorta screen aaa	76706	94.00	94.00	104.30	93.96
Us exam abdo back wall comp	76770	113.00	113.00	135.97	112.90
Us exam abdo back wall lim	76775	58.00	58.00	101.25	57.67
Us exam k transpl w/doppler	76776	157.00	157.00	173.44	156.25
Us exam spinal canal	76800	145.00	145.00	133.13	144.59
Ob us less 14 wks single fetus	76801	124.00	124.00	158.04	123.02
Ob us less 14 wks addl fetus	76802	65.00	65.00	102.91	64.64
Ob us more/= 14 wks snl fetus	76805	142.00	142.00	158.04	141.85
Ob us more/= 14 wks addl fetus	76810	93.00	93.00	116.49	92.95
Ob us detailed snl fetus	76811	183.00	183.00	294.08	182.20
Ob us detailed addl fetus	76812	204.00	204.00	176.83	203.58
Ob us limited fetus(s)	76815	85.00	85.00	106.10	84.21
Ob us follow-up per fetus	76816	116.00	116.00	104.88	115.23

Transvaginal us obstetric	76817	97.00	97.00	115.26	96.77
Fetal biophys profile w/nst	76818	123.00	123.00	141.02	122.84
Fetal biophys profil w/o nst	76819	90.00	90.00	122.85	89.39
Umbilical artery echo	76820	48.00	48.00	107.90	47.80
Middle cerebral artery echo	76821	93.00	93.00	120.25	92.86
Echo exam of fetal heart	76825	278.00	278.00	194.83	277.15
Transvaginal us non-ob	76830	122.00	122.00	113.19	121.62
Echo exam uterus	76831	120.00	120.00	115.40	119.14
Us exam pelvic complete	76856	110.00	110.00	113.19	109.74
Us exam pelvic limited	76857	49.00	49.00	100.56	48.20
Us exam scrotum	76870	68.00	68.00	110.10	67.43
Us transrectal	76872	97.00	97.00	135.06	96.20
Echograp trans r pros study	76873	173.00	173.00	194.13	172.49
Us xtr non-vasc complete	76881	102.00	102.00	112.14	101.03
Us xtr non-vasc lmtd	76882	58.00	58.00	63.59	57.29
Us exam infant hips dynamic	76885	98.00	98.00	115.84	97.52
Us exam infant hips static	76886	92.00	92.00	103.46	91.54
Echo guide for artery repair	76936	270.00	270.00	414.05	269.92
Us guide vascular access	76937	32.00	32.00	40.42	31.11
Echo guide for needle	76942	60.00	60.00	168.20	59.44
Echo guide for amniocentesis	76946	33.00	33.00	95.04	32.43
Echo guide ova aspiration	76948	71.00	71.00	94.61	70.83
Echo guidance radiotherapy	76965	92.00	92.00	339.01	91.37
Ultrasound exam follow-up	76970	92.00	92.00	73.07	91.57
Fluoroguide for vein device	77001	84.00	84.00	92.26	83.12
Needle localization by xray	77002	94.00	94.00	103.52	93.26
Fluoroguide for spine inject	77003	94.00	94.00	103.60	93.33
Ct scan for localization	77011	225.00	225.00	248.65	224.01
Ct scan for needle biopsy	77012	124.00	124.00	136.94	123.37
Ct scan for therapy guide	77014	119.00	119.00	131.96	118.88
Mr guidance for needle place	77021	387.00	387.00	429.18	386.65
X-ray of mammary duct	77053	58.00	58.00	63.99	57.65
X-ray of mammary ducts	77054	76.00	76.00	83.75	75.45
Mri one breast	77058	525.00	525.00	581.94	524.27
Mri both breasts	77059	525.00	525.00	581.94	524.27
Breast tomosynthesis uni	77061	55.00	55.00	60.58	54.58
Breast tomosynthesis bi	77062	55.00	55.00	60.58	54.58
Breast tomosynthesis screening	77063	55.00	55.00	60.58	54.58
Dx mammo incl cad unilat	77065	133.00	133.00	147.02	132.45
Dx mammo incl cad bilat	77066	168.00	168.00	186.22	167.77
Scr mammo incl cad bilat	77067	136.00	136.00	150.55	135.63
X-ray stress view	77071	48.00	48.00	52.92	47.68
X-rays for bone age	77072	23.00	23.00	25.17	22.68
X-rays bone length studies	77073	36.00	36.00	39.50	35.59
X-rays bone survey limited	77074	64.00	64.00	70.56	63.57
X-rays bone survey complete	77075	87.00	87.00	95.82	86.32
X-rays bone survey infant	77076	95.00	95.00	105.13	94.71
Joint survey single view	77077	37.00	37.00	40.69	36.66

Dxa bone density axial	77080	42.00	42.00	46.13	41.56
Dxa bone density/peripheral	77081	28.00	28.00	31.01	27.94
Dxa bone density w vert assmt	77085	57.00	57.00	62.42	56.23
Fracture assessment via dxa	77086	36.00	36.00	39.92	35.96
Radiation therapy planning	77261	71.00	71.00	87.22	70.94
Radiation therapy dose plan	77300	67.00	67.00	99.49	66.77
Io radiation tx management	77469	319.00	319.00	353.36	318.34
Infuse radioactive materials	77750	374.00	374.00	359.53	373.71
Apply intrcav radiat simple	77761	394.00	394.00	340.93	393.46
Apply interstit radiat compl	77778	827.00	827.00	915.07	826.08
Radiation handling	77790	15.00	15.00	86.56	14.98
Thyroid uptake measurement	78012	83.00	83.00	91.86	82.76
Thyroid imaging w/blood flow	78013	197.00	197.00	218.30	196.67
Thyroid imaging w/ uptake quant	78014	248.00	248.00	274.56	247.35
Thyroid met imaging body	78018	321.00	321.00	303.59	320.43
Thyroid met uptake	78020	86.00	86.00	100.57	85.64
Parathyroid planar imaging	78070	308.00	308.00	242.19	307.52
Parathyrd planar w/wo subtrj	78071	367.00	367.00	406.52	366.23
Parathyrd planar w/spect&ct	78072	425.00	425.00	470.96	424.29
Adrenal cortex & medulla img	78075	464.00	464.00	296.06	463.66
Bone marrow imaging ltd	78102	174.00	174.00	128.42	173.26
Bone marrow imaging mult	78103	222.00	222.00	192.54	221.57
Bone marrow imaging body	78104	253.00	253.00	236.87	252.99
Spleen imaging only, w/wo vascular flow	78185	176.00	176.00	194.71	175.41
Lymph system imaging	78195	365.00	365.00	262.14	364.78
Liver imaging	78201	194.00	194.00	136.25	193.90
Liver imaging with flow	78202	205.00	205.00	163.40	204.41
Liver imaging (3d)	78205	216.00	216.00	316.20	215.96
Liver image (3d) with flow	78206	353.00	353.00	322.21	352.57
Liver and spleen imaging	78215	200.00	200.00	164.70	199.11
Liver & spleen image/flow	78216	130.00	130.00	195.04	129.22
Hepatobiliary system imaging	78226	340.00	340.00	376.58	339.26
Hepatobil syst image w/drug	78227	460.00	460.00	510.39	459.81
Salivary gland imaging	78230	179.00	179.00	128.83	178.12
Salivary gland function exam	78232	103.00	103.00	191.92	102.37
Gastric mucosa imaging	78261	207.00	207.00	232.00	206.61
Gastroesophageal reflux exam	78262	248.00	248.00	237.66	247.06
Gastric emptying imag study	78264	345.00	345.00	238.17	344.17
Gastric emptying w/ sm bowel	78265	388.00	388.00	429.71	387.13
Acute gi blood loss imaging	78278	358.00	358.00	284.75	357.47
Meckels divert exam	78290	340.00	340.00	182.41	339.24
Leveen/shunt patency exam	78291	263.00	263.00	195.25	262.46
Bone imaging limited area	78300	237.00	237.00	153.04	236.55
Bone imaging multiple areas	78305	289.00	289.00	219.78	288.26
Bone imaging whole body	78306	311.00	311.00	249.62	310.99
Bone imaging 3 phase	78315	355.00	355.00	282.59	354.69
Bone imaging (3d)	78320	234.00	234.00	336.55	233.80

Cardiac shunt imaging	78428	187.00	187.00	153.11	186.62
Vascular flow imaging	78445	192.00	192.00	116.54	191.02
Ht muscle image spect sing	78451	349.00	349.00	387.18	348.81
Ht muscle image spect mult	78452	486.00	486.00	539.20	485.77
Ht muscle image planar sing	78453	312.00	312.00	345.58	311.33
Ht musc image planar mult	78454	448.00	448.00	496.86	447.62
Venous thrombosis imaging	78457	197.00	197.00	170.20	196.40
Ven thrombosis images bilat	78458	209.00	209.00	241.30	208.93
Heart muscle imaging (pet)	78459	1,239.00	1,239.00	2,367.35	1,238.27
Heart infarct image	78466	202.00	202.00	163.57	201.97
Heart infarct image (3d)	78469	235.00	235.00	297.00	234.55
Gated heart planar single	78472	235.00	235.00	315.07	234.48
Gated heart multiple	78473	296.00	296.00	470.96	295.71
Heart first pass single	78481	179.00	179.00	302.33	178.99
Heart first pass multiple	78483	247.00	247.00	454.29	246.82
Heart image (pet) single	78491	1,408.00	1,408.00	2,368.70	1,407.80
Heart image (pet) multiple	78492	1,427.00	1,427.00	2,392.14	1,426.40
Heart image spect	78494	231.00	231.00	396.48	230.35
Heart first pass add-on	78496	45.00	45.00	353.98	44.41
Lung ventilation imaging	78579	192.00	192.00	212.53	191.47
Lung perfusion imaging	78580	245.00	245.00	203.49	244.58
Lung ventilat&perfus imaging	78582	343.00	343.00	380.09	342.42
Lung perfusion differential	78597	208.00	208.00	230.80	207.93
Lung perf&ventilat diferentl	78598	313.00	313.00	346.74	312.38
Brain image less 4 views	78600	189.00	189.00	159.42	188.96
Brain image w/flow less 4 views	78601	220.00	220.00	188.01	219.74
Brain image 4+ views	78605	204.00	204.00	189.34	203.67
Brain image w/flow 4 + views	78606	338.00	338.00	217.95	337.53
Brain imaging (3d)	78607	359.00	359.00	378.35	358.90
Brain imaging (pet)	78608	1,409.00	1,409.00	2,365.20	1,408.45
Pet brain imaging perf eval	78609	75.00	75.00	2,365.20	74.39
Brain flow imaging only	78610	180.00	180.00	92.32	179.17
Cerebrospinal fluid scan	78630	347.00	347.00	274.54	346.93
Csf ventriculography	78635	348.00	348.00	155.61	347.26
Csf shunt evaluation	78645	334.00	334.00	192.86	333.32
Csf leakage imaging	78650	280.00	280.00	251.67	279.25
Nuclear exam of tear flow	78660	185.00	185.00	130.58	184.49
Kidney imaging morphol	78700	177.00	177.00	168.25	176.43
Kidney imaging with flow	78701	220.00	220.00	193.68	219.78
K flow/funct image w/o drug	78707	238.00	238.00	264.57	237.96
K flow/funct image w/drug	78708	180.00	180.00	280.06	179.22
K flow/funct image multiple	78709	376.00	376.00	292.02	375.34
Kidney imaging (3d)	78710	207.00	207.00	313.10	206.60
Kidney function study	78725	110.00	110.00	106.43	109.29
Urinary bladder retention	78730	80.00	80.00	89.70	80.00
Ureteral reflux study	78740	224.00	224.00	133.27	223.30
Testicular imaging w/flow	78761	216.00	216.00	191.20	215.56
Tumor imaging limited area	78800	198.00	198.00	197.80	197.27

Tumor imaging mult areas	78801	266.00	266.00	243.92	265.82
Tumor imaging whole body	78802	332.00	332.00	308.44	331.61
Tumor imaging (3d)	78803	351.00	351.00	369.95	350.86
Tumor imaging wh body mult day	78804	582.00	582.00	562.77	581.77
Abscess imaging ltd area	78805	188.00	188.00	201.73	187.25
Abscess imaging whole body	78806	343.00	343.00	350.11	342.10
Nuclear localization/abscess	78807	352.00	352.00	369.92	351.56
Iv inj ra drug dx study	78808	40.00	40.00	43.41	39.11
Pet image ltd area	78811	1,244.00	1,244.00	2,370.22	1,243.78
Pet image skull-thigh	78812	1,430.00	1,430.00	2,393.20	1,429.82
Pet image full body	78813	1,433.00	1,433.00	2,397.61	1,432.99
Pet image w/ct lmted	78814	1,444.00	1,444.00	2,409.53	1,443.79
Pet image w/ct skull-thigh	78815	1,456.00	1,456.00	2,423.67	1,455.35
Pet image w/ct full body	78816	1,457.00	1,457.00	2,427.20	1,456.77
Nuclear rx oral admin	79005	137.00	137.00	230.88	136.42
Nuclear rx iv admin	79101	145.00	145.00	241.02	144.21
Nuclear rx intracav admin	79200	134.00	134.00	243.70	133.58
Hematopoietic nuclear tx	79403	192.00	192.00	336.50	191.99

If in this Exhibit B ASU agrees to reimburse Vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/aad/manuals/fin/fin421-01.html

If in this Exhibit B, ASU agrees to reimburse Vendor for any expenses, Vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.

EXHIBIT C – INFORMATION SECURITY

All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the following requirements:

(a) Access Control. Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. Vendor will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Vendor will make such information available to ASU for review, upon ASU's request.

(b) Incident Reporting. Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) Off Shore. Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.

(d) Patch Management. Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU's request.

(e) Encryption. All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

(f) Notifications. Notify ASU immediately if Vendor receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Vendor has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in this Contract.

(g) Security Reviews. Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two reviews per year are required.

(h) Scanning and Penetration Tests. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Vendor must correct weaknesses within a reasonable period of time, and Vendor must provide proof of testing to ASU upon ASU's request.

(i) ASU Rights. ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to ASU for review upon ASU request.

EXHIBIT D – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

These insurance requirements are minimum requirements for this Contract and do not limit any indemnity covenants contained in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Vendor from liabilities that might arise out of the performance of the Services by Vendor or the Vendor Parties, and Vendor is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Vendor will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form Contractual liability coverage.

- General Aggregate \$3,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$2,000,000

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor, involving vehicles owned, leased, hired, or borrowed by Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.
- c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

Workers Compensation

Employers Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.
- b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Technology/Network Errors and Omissions Insurance.

- Each Claim \$2,000,000
- Annual Aggregate \$4,000,000

- a. This insurance will cover Vendor’s liability for acts, errors, and omissions arising out of Vendor’s operations or Services, including loss from unauthorized access or use that results in identity theft or fraud.
- b. Coverage will include the following:
 - Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
 - Computer viruses, Trojan horses, worms, and other type of malicious or damaging code;
 - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
 - Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
 - Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
 - Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
 - Loss or disclosure of confidential information no matter how it occurs;
 - Systems analysis;
 - Software Design;
 - Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair, and maintenance of computer products, networks, and systems;
 - Marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output.
- c. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.
- d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

5. Professional Liability (Errors and Omissions Liability).

- Each Claim \$2,000,000
- Annual Aggregate \$3,000,000

- a. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Contract; and that

either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.

- b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

B. Additional Insurance Requirements: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Vendor, even if those limits of liability are in excess of those required by this Contract.
2. Vendor's insurance coverage will be primary insurance with respect to all other available sources.
3. Coverage provided by Vendor will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, ASU, PO Box 876512, Tempe, AZ, 85287-6512 and shall be sent by United States certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

E. Verification of Coverage: Vendor will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, P.O. Box 876512, Tempe, AZ 85287-6512. ASU's project or purchase order number and project description will be noted on each certificate of insurance. Arizona and/or ASU reserve the right to require complete certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Vendor's certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. Approval: These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) and its Health Services (“Covered Entity”) and Southwest Diagnostics Imaging, Ltd, a limited liability company (“Business Associate”), with an effective date of April 22, 2018 (“Effective Date”). This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

RECITALS:

A. Business Associate and Covered Entity have entered into a written agreement titled RFP 251806 Radiology Services (the “Written Agreement”), with an effective date of April 22, 2018. Business Associate performs the services described in Written Agreement (“Services”).

B. Covered Entity may make available to Business Associate Protected Health Information of Individuals in conjunction with Services. Business Associate will Use or Disclose such Protected Health Information only in accordance with this Agreement.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of PHI under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Standards”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Standards”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Regulations”), all as amended from time to time.

1. DEFINITIONS

- a. Catch-All Definition. Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the HIPAA Rules.
- b. Specific Definitions.
 - i. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Southwest Diagnostic Imaging, Ltd.
 - ii. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) and its Health Services.
 - iii. HIPAA Rules. “HIPAA Rules” shall mean the Privacy Standards, the Security Standards, the Breach Notification Regulations, the Enforcement Rules and all other regulations and requirements found in 45 CFR Part 160 and Part 164.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Compliance with HIPAA Rules. Business Associate will comply with the requirements of the HIPAA Rules applicable to Business Associate;
- b. Use or Disclosure. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;
- c. Safeguards. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any ePHI, if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed;
- d. Reporting. Business Associate agrees to report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
 - i. Use or Disclosure. Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within 5 business days of Business Associate's learning of such Use or Disclosure.
 - ii. Security Incidents. Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware as soon as practicable, but no later than 5 business days from the date Business Associate learned of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, as frequently as the parties mutually agree, but no more than once per month.
 - iii. Breach of Unsecured PHI. Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule, as soon as practicable, but no later than 5 business days from the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule. Business Associate will reasonably cooperate and coordinate with Covered Entity in an investigation related to a Use and Disclosure not permitted by this Agreement, a Security Incident, or a Breach of Unsecured Protected Health Information. Business Associate will also reasonably cooperate and coordinate with Covered entity in the preparation of any reports or notices to Individuals, regulatory agencies or third parties as required by federal or state law. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate's Subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals. Business Associate also will defend, hold harmless and indemnify Covered Entity and its

employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys' fees), which the Covered Entity may incur due to a Breach or breach of this Agreement caused by Business Associate or Business Associate's Subcontractors or agents.

- e. Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
 - i. Business Associate agrees that, when one of its Subcontractors creates, maintains, transmits or receives PHI on behalf of Business Associate, Business Associate first will enter into an agreement with such Subcontractor that contains the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.
 - ii. The Subcontractor contract must meet the requirements of a Business Associate Agreement set forth in 45 C.F.R. §§ 164.314 and 164.504(e) and include a requirement that the Subcontractor will comply with the applicable requirements of the HIPAA Rules.

- f. Access to Protected Health Information.
 - i. Covered Entity Access. Within 5 business days of a request by Covered Entity for access to PHI, Business Associate will make requested PHI available to Covered Entity and will provide a copy upon request.
 - ii. Individual Request. Business Associate agrees to make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
 - 1. If an Individual makes a request for access directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request;
 - 2. Form and Format. If Business Associate maintains PHI received from Covered Entity electronically in one or more Designated Record Sets and an Individual requests an electronic copy of such information from either Business Associate or Covered Entity, Business Associate will provide Covered Entity with an electronic copy of such PHI in the form and format requested by Covered Entity, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

- g. Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
 - i. Within 5 business days of receiving a request from Covered Entity to amend an Individual's PHI, Business Associate will provide such PHI to Covered Entity for

amendment. Alternatively, if Covered Entity's request includes specific instructions on how to amend the PHI, Business Associate will incorporate such amendment into the PHI it holds within 5 business days of receipt of the Covered Entity request.

- h. Accounting.** Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

 - i. Disclosure Records.** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for as long as it is required to maintain such record under the HIPAA Rules.
 - ii. Data Regarding Disclosures.** For each Disclosure for which it is required to keep a record under Section 2(h)(i), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.
 - iii. Provision to Covered Entity.** Within 5 business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its records of Disclosures.
 - iv. Request by Individual.** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its record of Disclosures to Covered Entity within 5 business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual.
- i. Covered Entity Responsibilities.** Business Associate agrees, to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- j. Access to Books and Records.**

 - i. Covered Entity Access.** Business Associate will, within 5 business days of Covered Entity's written request, make available during normal business hours at Business Associate's offices, all records, books, agreements, policies and procedures relating to the Use or Disclosure of PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate's compliance with this Agreement.
 - ii. Government Access.** Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the HIPAA Rule.
 - iii. No waiver.** No attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Permitted Uses. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Services.
- b. Business Associate may Use or Disclose Protected Health Information as Required By Law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.
- e. Business Associate may Use PHI for Business Associate's management and administration, or to carry out Business Associate's legal responsibilities. Business Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is Required By Law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required By Law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.
- f. **Data Aggregation and De-Identification:** Business Associate may Use PHI to perform Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate also may de-identify PHI in accordance with 45 C.F.R. § 164.514.

4. TERM AND TERMINATION

- a. Term. The Term of this Agreement shall be effective as of April 22, 2018 and shall terminate on April 21, 2019 or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- b. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the RFP 251806.
- c. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, within thirty (30) days, all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Alternatively, Business Associate may, upon Covered Entity's consent, destroy all such PHI and provide written documentation of such destruction. Business Associate shall retain no copies of the Protected Health Information. Business Associate will be responsible for recovering any PHI from its Subcontractors, or documenting their destruction of such PHI, consistent with the terms of this Section.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

5. MISCELLANEOUS PROVISIONS

- a. Compliance with Laws. The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments.
- b. Restrictions on Use or Disclosures of PHI. If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Business Associate will restrict the Use or Disclosure of PHI consistent with the Covered Entity's instructions.
- c. Mitigation Procedures. Business Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its Subcontractors' Use or Disclosure of PHI in a manner that violates this Agreement.
- d. Personnel Obligations. Business Associate will inform all of its employees, agents and Subcontractors ("Business Associate Personnel") who will be involved in providing Services, of the Business Associate's obligations under this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violate this Agreement.
- e. Minimum Necessary. Business Associate will limit its access to, Use of, Disclosures of and requests for PHI in accordance with the minimum necessary standard set forth in the HIPAA Rules and guidance issued by the Secretary of the Department of Health and Human Services (HHS).
- f. Compliance with HITCH Act and Regulations. Business Associate will comply with the requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.
- g. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- h. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- i. Construction of Terms. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- j. Third Party Beneficiaries. Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- k. Notices. All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United

States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.

- i. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the HIPAA Rules. There are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- m. Written Agreement.** This Agreement will be considered an attachment to Written Agreement, if any, and is incorporated as though fully set forth within the Written Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of Written Agreement.
- n. Counterparts and Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- o. Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Business Associate's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.
- p. Publications.** Business Associate recognizes that under ASU policy, the result of work performed under this Agreement must be publishable. Business Associate agrees that Covered Entity and its employees and students engaged in work under this Agreement shall be free to present methods and results of the work performed under this Agreement at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement, subject to compliance with the PHI confidentiality requirements specified in this Agreement. Covered Entity agrees that it shall provide Business Associate, at least thirty (30) days in advance, copies of proposed manuscripts for Business Associate to review prior to publishing.

6. ARIZONA STATE PROVISIONS

- a. Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60 300.5(a) and 60 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- b. Conflict of Interest.** In accordance with Arizona Revised Statutes ("A.R.S.") § 38 511, Covered Entity may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Covered Entity, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any

other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

- c. Arbitration in Superior Court. In the event of litigation, as required by A.R.S. § 12 1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- d. Records. To the extent required by A.R.S. § 35 214, Covered Entity will retain all records relating to this Agreement. Covered Entity will make those records available at all reasonable times for inspection and audit by Covered Entity or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by Covered Entity on reasonable notice to Business Associate.
- e. Failure of Legislature to appropriate. In accordance with A.R.S. § 35 154, if Covered Entity's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then Covered Entity may provide written notice of this to Business Associate and cancel this Agreement without further obligation of Covered Entity. Appropriation is a legislative act and is beyond the control of Covered Entity.
- f. ASU Names and Marks. Business Associate will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of Covered Entity (the "ASU Marks"), without in each case, the prior written consent of Covered Entity. Business Associate's use of any ASU Marks must comply with Covered Entity's requirements including using the ® indication of a registered trademark where applicable.

COVERED ENTITY:

Arizona Board of Regents for and on behalf of
Arizona State University

By: _____

Heather Clark
Associate Director, Office for Research
and Sponsored Projects Administration

Date: _____

BUSINESS ASSOCIATE:

Southwest Diagnostic Imaging, Ltd.

DocuSigned by:
Rodney S. Owen
By: _____
4C08A55A5315437
Rodney S. Owen, MD, FACR
Manager

Date: April 30, 2018

Contacts for Notices under this Agreement:

For ASU:

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