



**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT DBA
VALLEYWISE HEALTH**

REQUEST FOR PROPOSALS
CREATIVE, DIGITAL MARKETING, WEB AND/OR
MEDIA SERVICES FOR AGENCY OF RECORD
90-23-106-RFP

DATE OF ISSUE: NOVEMBER 30, 2022

DEADLINE FOR INQUIRIES: DECEMBER 19, 2022/2:00 PM PHOENIX, AZ TIME

DATE & TIME PROPOSALS DUE: JANUARY 13, 2023/2:00 PM PHOENIX, AZ TIME

CONTRACTS MANAGEMENT DEPARTMENT
2601 E ROOSEVELT STREET, PHOENIX, AZ 85008-6092
602-344-1497 • 602-344-1813 (FAX)

REVISED 03.16.2020

OFFER AND ACCEPTANCE

Request for Proposal No:	90-23-106-RFP	Due Date:	January 13, 2023
Material and/or Services:	Creative, Digital Marketing, Web and/or Media Services Vendor for Agency of Record	Time:	2:00pm Phoenix, AZ Time
		Contact:	Laela Pardo
		Email:	laela.pardo@valleywisehealth.org

Location: Valleywise Health
 Address: 2601 E. Roosevelt Street, 1st Floor, Phoenix, AZ 85008

By signing below, the Proposer hereby certifies that:
 They have read, understand, and agree that acceptance by Valleywise Health of the Proposer's offer by the issuance of a purchase order or contract will create a binding contract; They agree to fully comply with all terms and conditions as set forth in the Valleywise Health Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding the prices quoted. The Proposer is a corporation or other legal entity. No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

- All amendments to this RFP issued by Valleywise Health have been received by the person/organization below. All amendments are signed and returned with the Proposal.
- No amendments have been received.

The price and terms and conditions in this Proposal are valid for 180 days from the date of submission.

Vendor Offer

Company Name: _____ Contractor FEIN/SSM: _____

Company Account Manager			Payment Terms: <u>net 45 days</u>	
Address	City	State	Zip Code	Telephone:
				Email:

_____ Authorized Signature	_____ Typed Name	_____ Title	_____ Date
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ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Valleywise Health Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the District.

Attested by: _____

 Date: _____

 Contract Number: _____

This is NOT a Purchase Order

Contract Term: _____
 Effective Date: _____

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NOTICE OF SOLICITATION

SOLICITATION #: 90-23-106-RFP

Creative, Digital Marketing, Web and/or Media Services for Agency of Record

Maricopa County Special Health Care District dba Valleywise Health hereby solicits proposals from qualified Proposers to provide Creative Marketing, Digital Marketing, Market Analytics, PR and Media Services and Web Development Services.

Written questions concerning this Request for Proposal (RFP) package should be addressed to Laela Pardo no later than **December 19, 2022, 2:00 pm Phoenix, Arizona Time**. Questions are to be submitted to Laela Pardo via e-mail at laela.pardo@valleywisehealth.org. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Valleywise Health. Answers to the written questions submitted by Proposers concerning the RFP will be provided in the form of an Addendum via the Valleywise Health website. ***It is the responsibility of all potential Proposers to check the Valleywise Health web site for any Addendums to the RFP and to ensure signed Addenda are included in their response to the Solicitation. Addendums won't be uploaded until after the Written Question Deadline.***

Completed proposals are to be submitted via email to Laela Pardo at laela.pardo@valleywisehealth.org. Emails may need to be broken out into multiple emails and as such need to be numbered in sequence to be clearly marked, no later than **January 13, 2023, 2:00 pm Phoenix, Arizona Time**. It is strongly suggested that email proposals are sent in plenty of time prior to the deadline date/time to account for any unforeseen issues to ensure received. Proposers assume all risk associated with deliveries of proposals.

Valleywise Health reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. Valleywise Health reserves the right to award more than one contract based upon the Proposal(s) most advantageous to Valleywise Health, price and other factors considered. The contract is scheduled for award for the initial term of one (1) year with the option to extend for additional periods up to a maximum contract term of five (5) years. The Valleywise Health Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Full text of the Valleywise Health Procurement Code may be found at the following link: <https://valleywisehealth.org/about/procurement/open-solicitations/>

Valleywise Health reserves the right to award this contract in whole or in part to one or more contractors.

Valleywise Health will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age, or national origin.

1.0 EXECUTIVE SUMMARY

1.1 General Valleywise Health Information

Valleywise Health is a special healthcare district and political subdivision of the State of Arizona. Our facilities include the Valleywise Health Medical Center, three inpatient and three outpatient behavioral health clinics, as Assertive Community Treatment Team, the First Episode Center, the largest Ryan White HIV/AIDs program in the state, and 11 Federally Qualified Health Centers (FQHCs) in Avondale, Chandler, Guadalupe, West Maryvale, Mesa, Peoria, and various underserved communities throughout Phoenix, Arizona in Maricopa County. Valleywise Health serves as the public safety-net system and comprises one of the largest medical teaching programs in Maricopa County, training 400 students and providing 3,200 student rotations in 12 accredited programs annually.

Valleywise Health is located in central Arizona and serves as the health care safety net for citizens of Maricopa County. The health system serves people of many races and nationalities who come from diverse cultures and speak several different languages. Many of the patients face major challenges, such as lack of health insurance, complex medical problems, and difficult socioeconomic situations. Caring for these patients demands special knowledge and sensitivity. Valleywise Health is committed to giving culturally appropriate, sensitive medical care and helping its patients live healthier lives. Annually, Valleywise Health has over 16,589 inpatient admissions and over 400,130 outpatient and ambulatory visits.

Valleywise Health Medical Center is a 758-bed licensed, full-service hospital, which includes a level one adult and pediatric trauma center. Over 88,375,000 adults and children are treated annually in the Adult and Pediatric Emergency Departments. The Arizona Burn Center, Arizona's only regional burn center and the second largest in the nation, provides world-class care for critically injured burn patients from across Arizona and the Southwest. The Valleywise Health Arizona Children's Center features a Level III 31-bed Neonatal Intensive Care Unit that provides critical inpatient services for babies and accepts transfers from within Arizona. Specialty care is offered at our two multi-specialty Comprehensive Health Centers, one located at the Valleywise Health Medical Comprehensive Care campus and the other in Peoria.

Valleywise Health has 11 Community Health Centers throughout the Valley. The professional medical staff at all 11 centers are trained and certified in primary care including Family Medicine, Internal Medicine, Obstetrics/Gynecology, and Pediatrics. Valleywise Health incorporates the Whole Person Model of Care for all FQHC clinics. This integrated care model allows patients to receive their needed health care services (health, behavioral health, and social services) in a patient-centered approach with the goals of improved outcomes and efficient and effective use of resources. Many of the Valleywise Health Community Health Centers provide all health care needs in one location, including primary care, dental care, imaging, laboratory, and pharmacy services.

Valleywise Behavioral Health Center – Mesa (126-bed licensed hospital), Valleywise Behavioral Health Center – Phoenix (93-bed licensed hospital), and Valleywise Behavioral Health Center – Maryvale (192-bed license hospital) locations provide behavioral health care and psychiatric services. Additional behavioral health services are provided in the Valleywise Health Medical Center in an additional 22-bed licensed unit.

2.0 SCHEDULE OF EVENTS

The time frame for the procurement under this RFP is as follows:

Notice of Solicitation Issued	November 30, 2022
Deadline for Written Questions	December 19, 2022/2:00pm Phoenix, AZ Time
Proposal Submission Deadline	January 13, 2023/2:00pm Phoenix, AZ Time
Valleywise Health Proposal Review and Shortlist Decision	January 27, 2023
Oral Presentations	January 30 – February 9, 2023
Contract Negotiations Finalized	March 3, 2023
Board of Director’s Award	March 22, 2023
Contract Start Date	TBD

Valleywise Health reserves the right to deviate from this schedule.

3.0 WORK STATEMENT

The Scope of Work (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

The selected vendor or vendors will work closely with the strategy, marketing, IT, and communications teams to lead the planning and implementation of marketing and communication activities needed to support the organization’s business, operational, and revenue goals, while building and strengthening Valleywise Health’s brand.

Contractor shall act as an agent of record in the purchase and execution of work including assignments related to branding, social media, web, graphic design, advertising, email marketing, copy writing, and digital marketing, print coordination, and other media channels.

Interested parties may bid on all, just one part, or obtain a third-party vendor to subcontract other parts of the work.

Strategy, Media Planning, and Management: Work closely with the Valleywise Health team to understand the organization’s clinical and business strategy to develop, execute, and track results against an annual marketing plan that supports the strategies set forth by Valleywise Health. This work will include strategic direction, creative strategy, brand development and stewardship, media plan, and cooperative plans and agreements with media partners.

Develop and prepare media plans and omni-channel marketing campaigns for each target market, primarily potential patients, and secondarily referring physicians or providers designed to generate positive return on investments (ROI). Use market research, personas, and campaign insights to develop strategic recommendations for budget allocation, market prioritization, and channel mix. Provide Valleywise Health with insights on emerging trends and new media to continually evolve and reach the target audience. Execute offline and online media plans and campaigns with strategic and cost-effective planning, buying, and audits. Execution includes placement, optimization, cancellations, auditing, payment to vendors, and billing.

The annual marketing plan should address and explain in detail a variety of plans and strategies, such as:

1. Communication planning.
2. Public relations.
3. Marketing communications.
4. Media planning and buying.
5. Search engine optimization.
6. Paid social media campaigns.
7. Video ad campaigns.
8. Programmatic campaigns.
9. Branding.
10. Print and out of home advertising.
11. Events and other forms of experiential marketing.
12. Digital advertising and marketing.
13. Email marketing.
14. Broadcasting (radio and television)
15. Executive branding for various Valleywise Health clinicians and leaders.

Note: Campaigns may be executed through one or more of our other third-party agencies specializing in digital, email or other forms of marketing.

Full Service Creative Design, Production, and Traditional Marketing: Develop a comprehensive approach to brand advertising including concepting creative materials and campaign elements. Produce creative, provide strong, yet attainable recommendations for consideration, and manage the process of working with other contract partners and media agencies as needed.

Develop, design, traffic, buy, and execute in final form approved advertising assets to run/air on behalf of Valleywise Health. Creative materials and advertising assets may include but are not limited to comprehensive, integrated marketing plans that leverage market intelligence, content marketing, industry best practices, and business goals to shape strategy and campaign goals including defining the target markets, audiences, and opportunities through print advertising, broadcast (TV/Connected TV, radio, video, voiceovers), streaming media, content management, collateral, and signage development, e.g., sales materials, flyers, ads, invitations, and other forms of production services necessary to support the marketing function.

Vendor will implement and manage an asset management system for all creative assets.

Vendor will identify a project management tool that can be used to track work progress and status of deliverables in real-time.

Full Service Paid Digital and Paid Social Media Marketing: Develop, implement, and execute digital advertising marketing plans to support Valleywise Health's patient acquisition, retention, and brand awareness goals. Specifically, the awarded bidder will provide a roadmap, cost, and performance projections for all digital campaigns; place all social platform advertising through the Valleywise Health's platform accounts. Carefully track and report on performance and monitor all placements to assure receipt of what was contracted for, and promptly seek make-goods from media outlets for any errors or omissions.

Monitor campaigns' performance and budgets to continuously optimize for return on ad spend, ad quality and relevance, click-through and conversion rates, and appropriate keyword bidding. The vendor will also collaborate with Valleywise Health's marketing, web content, social media, IT, and PR teams as needed to inform strategies and work activities. The vendor understands that Valleywise Health's staff will drive strategic decisions based on recommendations and analysis provided.

The vendor will provide web development, content management support, and make recommendations for enhancing quality and relevancy with organic and paid strategies.

The vendor may develop pay per click (PPC) landing pages to ensure a high-quality user experience and increased conversions. Vendor will produce and manage a PPC production schedule and timeline to create clear milestones, create, and review PPC dashboards displaying analytics that track activity, performance, and engagement.

Vendors will use expertise and tactics to recommend improvements to campaigns and inform Valleywise Health of landing page and website content opportunities. Vendors will buy media from various media outlets, e.g., programmatic, Google, etc., and recommend and license software for executing, tracking, optimizing, and reporting on all marketing campaigns.

Vendor will identify a project management tool that can be used to track work progress and status of deliverables in real-time.

Communications, Media, and Public Relations: Valleywise Health seeks to retain a public relations firm/consultant as agency of record to support ongoing publicity initiatives and develop a public relations campaign to promote and increase awareness of Valleywise Health and their services.

The selected vendor shall provide all services customarily performed by a public relations firm including, without limitation, assisting the communications director with crisis management, writing news releases and stories, engaging producers, and reporters, coordinating press conferences (virtual and in-person), radio tapings, promoting events in all media, raising public awareness of the importance of Valleywise Health in our community.

The selected vendor also will help to leverage news to promote and improve perception of the safety net health system, Level I trauma center and teaching hospital, Arizona Burn Center, psychiatric services, refugee services, and community health centers. The selected firm must have knowledge and experience with creating and implementing communications campaigns for public teaching hospitals, be informed about the transformation taking place in health care as well familiarity and experience with local governments. This experience must include demonstrated experience in crisis management, demonstrated expertise in placement of human-interest stories, success in obtaining media coverage for events (such as a hospital grand opening), experience in introducing new health services and promoting existing ones to help increase market share. The selected firm also must be able to demonstrate ability to achieve a significant “share of voice” among health care systems in local media, and to measure and report that share of voice through approved metrics.

Customer and Market Research (All Vendors): Develop and participate as needed in customer insight, creative testing, and segmentation research. Provide data, creative assets and/or insights as requested for Valleywise Health’s market intelligence research and reports. Connect with research partners and analysts as needed.

Reporting & Analytics (All Vendors): Regular monthly reporting on campaign and brand continuity program performance utilizing analytics will be a requirement for all vendors. Vendors will provide expertise, real time data dashboard and other resources to manage program efficiency and performance. Specific KPIs and measures of success as requested by Valleywise Health must be monitored and reported to track the success of each campaign. Examples include top performing ads by channel and campaign, cost per click, click through rate, requests for appointments etc.

Vendor will produce end of campaign wrap up or recap reports, including screenshots of all assets, dashboard of goal-based performance and executive summary of key takeaways that include qualitative and quantitative results mapping to larger objectives, campaign targets, and conversion actions.

Account Support (All Vendors): Maintain regular communication on all activities/production development and provide regular summary of all activities. Attend meetings throughout the agency relationship as needed, at agency expense.

Provide clear budgets and plans outlining when payment and materials are due for paid insertions before placing them. Provide year-ahead estimated budget breakout for expected costs upon receiving annual budget at the start of the fiscal year. Agency and client will review, and client will approve all work before work begins.

Collaboration with other agencies or vendors supporting Valleywise Health's marketing and communication efforts is also a requirement.

Email Marketing Platform (Managed Service): The vendor will deploy and manage a comprehensive email marketing automation platform complete with lead and account-based campaigns that drive better outcomes and engagement across the health system continuum, and work with our Information Technology department to ensure proper configuration utilizing best practices.

Vendor will work with the Valleywise Health marketing team to develop campaigns that grow relationships with patients, prospective patients, and referring clinicians through advanced journey analytics, marketing attribution, AI powered targeting and personalization. Vendor will manage all application and security patches needed; install and configure software as needed.

Vendor will train Valleywise Health team on the selected platform and develop custom email templates based on the target audience.

Vendor will identify a project management tool that can be used to track work progress, campaign performance based on agreed upon metrics, and status of deliverables in real-time where feasible.

Other responsibilities may include:

- CRM integration.
- HTML or other template development utilizing the Valleywise Health brand and messaging guidelines.
- Marketing workflow and automation development, such as A/B and split testing, win back, triggered drips, journey mapping, conversion tracking and other forms of campaign optimization efforts.

Website Design, Development, and Platform Management (Managed Service): Design, monitor, support, and develop websites, blogs, and other web-based applications leveraging the best hosting technologies and industry solutions. Design and redesign where needed to ensure the website content resonates with target audience, design encourages engagement and site/content is SEO aware. This includes positioning the site for optimal user experience (UX/UI), search engine optimization, technology innovations such as chat, and quality assurance.

Install and manage associated databases, forms (i.e., Gravity Forms), API integrations, location listings, and website customizations.

Complete administration/management of the existing and future state deployment of both the staging and production public website (valleywisehealth.org) and backend infrastructure required to host it. Including, but not limited to:

- 24/7/365 support
- A/B testing
- Data protection (backups)
- Implementation of HIPPA compliant and security best practices
 - Content Management System (CMS) and server patching
 - Firewall and load balancing technologies
 - SSL/TLS configuration
 - Virus/Malware protection
 - Web Application Firewall (WAF) such as Word Fence
 - Manage file permissions, spam protection, form validations, and other configuration settings, etc., to ensure website is safe and secure
- Linux and MySQL/MariaDB administration
- Performance and uptime monitoring
- U.S. based hosting only
- WordPress (or future CMS) development to include custom WordPress development such as integrating templates, themes, plug-ins, and SEO-smart optimizations

Manage in partnership with Valleywise Health's Information Technology (IT) and marketing teams the web platform and application, technology roadmap, hosting environment, ensuring infrastructure and server(s) are sized to support current website content and projected daily/monthly loads and visits, as well as all managing security, networking, bandwidth availability, service monitoring, application monitoring, firewall interfaces, alerts, logs and other components of the infrastructure or platform.

Perform all system updates and migrations of staging and production environments using Valleywise Health's approach for change management.

Vendor will identify a project management tool that can be used to track work progress, analyze agreed upon metrics / KPIs, tactics, and the status of deliverables in real-time where feasible.

Please note: The following items will be owned by Valleywise Health Information Technology team who will work with the selected contractor as needed following internal change control procedures:

- Cloudflare (as needed)
- CMS/Plugin licensing
- DNS management
- DKIM/SPF
- SSL/TLS certificates

The District reserves the right to add or delete services associated with this solicitation, and the subsequent contract(s), as needed by the District.

4.0 EVALUATION CRITERIA AND PROCESS

4.1 Proposal Review Process

A committee comprised of various representatives from Valleywise Health departments will evaluate responsive and responsible proposals. The Committee may request clarifications and/or additional information from any Proposer through written correspondence. At the Valleywise Health option, Proposers may be shortlisted and invited to make presentations to the Committee. The Committee will prepare an objective ranking of the proposals. Valleywise Health may, at its sole discretion, reject any or all proposals submitted in response to the Request for Proposal.

4.2 Proposal Evaluation

The Valleywise Health Evaluation Committee will evaluate all proposals based on the criteria described below:

- Firm's Experience and Qualifications (Attachments B, C, and F) (Maximum 30 Points)
This will include a thorough and detailed review of the submitted response to the work statement requirements, qualifications necessary to successfully complete the scope of work and approach to market growth using marketing, digital, or communication strategies; prior experience working on similar projects of size and scale; and relevant staff expertise to work through our target population, health system, and technical requirements.
- Technical Approach (Attachment F) (Maximum 60 Points)
This will include a thorough and detailed review of the submitted response to the work statement and technical skills required. Proposer shows ability to support customer relationship-based marketing, communicating analytics and campaign performance. The ability for Proposer to demonstrate how the Proposer would market through patient acquisition, increase marketshare, focus on patient diversity, and grow brand recognition.
- Pricing (Attachment E) (Maximum 10 Points)
This will include a thorough and detailed review of the Proposer's pricing. Although price will be a factor in proposal evaluation, Valleywise Health reserves the right to accept other than the lowest priced proposal.

Valleywise Health may shortlist Proposers with the highest evaluation scores based on the above criteria. Only these shortlisted Proposers will be invited for interviews/presentations.

4.3 Shortlisted Proposer Evaluation (If necessary)

The Evaluation Committee will evaluate finalist Proposers through inviting the finalist Proposers to attend team oral presentations/interviews and evaluating the finalist Proposers based on the criteria described below. Valleywise Health reserves the right to request additional information from Proposers prior to final selection, and to consider information about the Proposer other than that submitted in the proposal.

- Finalist Proposer Team Interview (Maximum 40 Points)
Valleywise Health may provide interview questions in advance to Proposers. The Valleywise Health Evaluation Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Valleywise Health staff. Valleywise Health may also ask Proposers to submit written responses to some questions in advance of the interviews.
- Strategic Fit (Maximum 60 Points)
Valleywise Health will evaluate proposed solutions based on overall best fit with Valleywise Health business goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFP, as well as compliance with contract terms and conditions and any and all additional findings from the Valleywise Health due diligence process. The Valleywise Health due diligence may include client references, site visits, and independent evaluations and rankings for the Proposer from industry references including, but not limited to Gartner Group, KLAS, and MD Buyline.

4.4 Competitive Negotiation

Valleywise Health retains the right to negotiate the final contract terms and conditions, to be presented to the Maricopa County Special Health Care District Board of Directors for approval, with one or more of the apparent most responsive proposers as solely determined by Valleywise Health.

Valleywise Health reserves the right to request clarification, to conduct discussions with proposers, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions. When the Board of Directors makes an award, the solicitation file and the proposals are a matter of public record.

4.5 Best and Final Offer

Valleywise Health may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time, and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to Valleywise Health to conduct further discussions or change the Valleywise Health requirements. The request for a BAFO shall inform Proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

4.6 Award of Contract

Subject to the Board of Directors approval, award will be made to the proposer whose proposal has been deemed most advantageous to Valleywise Health in accordance with the evaluation criteria contained in this RFP.

5.0 INSTRUCTIONS TO PROPOSERS

5.1 General Directions

This Request for Proposal (RFP) package contains all the information and forms necessary to complete and submit a proposal. Proposers are encouraged to review the RFP package in detail prior to commencing work.

Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications. Conditional proposals will not be considered. All proposals must be signed by an authorized signatory; unsigned proposals may be rejected.

All responses and accompanying documentation will become the property of Valleywise Health at the time proposals are opened. Proposals deemed to be non-responsive will be returned to the Proposer.

5.2 Required Response Format

To assist in the evaluation process, all proposals must follow the same format. **Proposals in any other format may be considered informal and may be rejected.**

One (1) electronic copy of the completed and signed original Proposal (additional information in paragraph 3, on page 4). The Proposal must be submitted with the attachments in the following order and labeled as follows.

- Offer and Acceptance
- Table of Contents
- Authorization to Submit Proposal and Required Certifications (Attachment A)
- Organizational Information (Attachment B)
- Professional References (Attachment C)
- Proposer's Pricing (Attachment E)
- Proposer's Reply to Work Statement (Attachment F)
- Proposer's Stated Exceptions to RFP Requirements (Attachment G)
- Proprietary and/or Confidential Information (Attachment H)
- Business Associate Agreement
- Signed Addenda to this RFP

5.3 Authorization to Submit Proposal (Attachment A)

Attachment A must be completed and signed by a person authorized to make a binding offer for their organization. The original signed document must be included in the submission.

5.4 Organizational Information (Attachment B)

Proposers must complete the information requested in Attachment B. Necessary directions are included in the document.

5.5 Professional References (Attachment C)

Proposers must use the format provided in Attachment C for Professional References. Proposers are to supply references from at least three (3) companies or organizations for which they provide similar services.

5.6 Intentionally Left Blank (Attachment D)

5.7 Proposer's Pricing (Attachment E)

Attachment E is to be used by the Proposer to specify their proposed rates. By completing the Proposer's pricing, the Proposer is submitting its firm offer.

5.8 Response to Work Statement Requirements (Attachment F)

Proposers are to state precisely how their firm will satisfy each requirement. Conciseness will be viewed favorably in evaluating overall responsiveness to this solicitation.

5.9 Proposer's Stated Exceptions to the RFP Requirements (Attachment G)

The Proposer shall clearly identify any exceptions to the RFP specifications or contract terms using Attachment G. This is the only means for proposers to state exceptions to the requirements of the RFP in their Proposal. **Exceptions raised at a later time, or in any other location of their Proposal, will not be considered in any negotiations.**

5.10 Proprietary and/or Confidential Information (Attachment H)

Attachment H must be verified and signed by a person authorized to make a binding offer for their organization. The original signed document must be included in the submission.

Any information that is deemed proprietary and/or confidential by a proposer must be clearly identified as such. The Proposer shall submit justification for any information designated as proprietary and/or confidential in nature. Final determinations of nondisclosure, however, rest with the Procurement Officer.

Valleywise Health will not be held accountable if material from responses is obtained by parties other than Valleywise Health without the written consent of the Proposer.

5.11 E-Verification (Attachment I)

Attachment I is being provided for informational purposes only related to this solicitation. Proposers awarded a contract subsequent to this solicitation will be expected, upon request by Valleywise Health, to submit the forms in Attachment I as a condition of the Contract.

IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT I WITH YOUR PROPOSAL.

5.12 Signed Addenda

It is the Proposer's obligation to assure that they have received and reviewed all Addenda issued. Proposers must include a signed copy of each Addenda cover page issued in relation to this RFP within their Proposal. Proposers who fail to submit all signed Addenda may be deemed non-responsive and may be rejected. Addenda returned to Valleywise Health separately from the Proposal will not be accepted. Any Addenda to this solicitation will be posted on the Valleywise Health Procurement Web Site under the Solicitation number.

5.13 Proposer's Inquiries

All Questions related to the content and requirements of this solicitation may be submitted to **Laela Pardo** via e-mail at **laela.pardo@valleywisehealth.org**. For a question to be considered, the subject line of any email must state the following: **RFP No. 90-23-106-RFP Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Direct contact with any Valleywise Health personnel associated with this procurement other than the Procurement Officer (Laela Pardo), is not allowed beginning with the issuance of this document through contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves firms already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Valleywise Health. Questions will be accepted up until December 19, 2022, 2:00PM Phoenix, Arizona Time.

5.14 Submission of Proposal

Complete proposals must be emailed with the Solicitation Number (90-23-106-RFP) clearly visible on subject line of the email as well as clear numbering sequence if multiple emails are required to complete the proposal. Electronic proposals must be received by January 13, 2023, 2:00PM Phoenix, Arizona Time. **PROPOSALS RECEIVED AFTER JANUARY 13, 2023 2:00PM PHOENIX, ARIZONA TIME WILL NOT BE ACCEPTED.**

5.15 Withdrawal of Proposals; Late Proposals

At any time prior to the Proposal due date and time, the Proposer may withdraw its Proposal. Late proposals will not be accepted.

5.16 Rights of Valleywise Health

Valleywise Health reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award or to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

5.17 Cooperative Purchasing

Valleywise Health has entered into Cooperative Purchasing arrangements including with the State of Arizona and the Strategic Alliance for Volume Expenditures (\$AVE). \$AVE includes many Phoenix metropolitan area municipalities and K-12 unified school districts. With the concurrence of the successful Proposer under this solicitation, any eligible political subdivision, school district or other governmental jurisdiction that is a participant in a Cooperative Purchasing arrangement in which Valleywise Health is also a participant, may utilize the services of a contract resulting from a solicitation issued by Valleywise Health. Proposers who **do not** want to grant such access to a member of a Cooperative Purchasing arrangement must state so by checking the appropriate box in their price submission in Attachment E. In the absence of a statement to the contrary, Valleywise Health will assume that a Proposer does wish to grant access to any contract that may result from this solicitation.

ATTACHMENT A: AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED CERTIFICATIONS

By signing below, the Proposer hereby certifies that:

- * They have read, understand, and agree that acceptance by Valleywise Health of the Proposer’s offer by the issuance of a purchase order or contract will create a binding contract;
- * They agree to fully comply with all terms and conditions as set forth in the Valleywise Health Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;

The person signing the Proposal certifies that he/she is the person in the Proposer’s organization responsible for, or authorized to make, decisions regarding the prices quoted.

The Proposer is a corporation or other legal entity.

No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

- All amendments to this RFP issued by Valleywise Health have been received by the person/organization below. All amendments are signed and returned with the Proposal.
- No amendments have been received.

The price and terms and conditions in this Proposal are valid for 180 days from the date of submission.

FIRM SUBMITTING BID

_____ ADDRESS	_____ CITY	_____ STATE	_____ ZIP CODE	_____ TELEPHONE
------------------	---------------	----------------	-------------------	--------------------

_____ FEDERAL TAX ID NUMBER	_____ EMAIL
--------------------------------	----------------

_____ AUTHORIZED SIGNATURE	_____ DATE
-------------------------------	---------------

PRINTED NAME AND TITLE

- MINORITY BUSINESS/WOMEN BUSINESS/SMALL BUSINESS/DISADVANTAGED BUSINESS
(Check appropriate item):
- Minority Business Enterprise (MBE) Small Business Enterprise (SBE)
 - Women Business Enterprise (WBE) Disadvantaged Business Enterprise (DBE)

ATTACHMENT B: ORGANIZATIONAL INFORMATION

The Proposer shall use this document to describe the background of its company, its size and resources and details of relevant experience.

1. Name of Proposer: _____
dba: _____
2. To whom should correspondence regarding this contract be addressed?

Individual's Name: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____ Email address: _____

Contact Person (if different from above): _____
3. Date business was established: _____
4. Ownership (e.g., public company, partnership, subsidiary): _____
5. Primary line of business: _____
6. Total number of employees: _____
7. Detail corporate experience within the last five years relevant to the proposed RFP, including specific details regarding the Proposer's experience.
8. Is your agency acting as the administrative agent for any other agency or organization? _____
If yes, describe the relationship in both legal and functional aspects.
9. Detail the qualifications and professional background of all management, technical, and on-site staff who would be directly involved in providing the proposed services. Include copies of their current resumes.
10. Provide a copy of the current organizational chart indicating all personnel who would be involved in providing the proposed services.
11. Does the organization have any uncorrected audit exceptions? _____
If yes, please explain.

ATTACHMENT B

- 12. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? _____
If yes, please explain.

- 13. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders, or those with controlling interest)? _____

If yes, please explain:

- 14. Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? _____
If yes, please explain.

ATTACHMENT C: REFERENCES

Enter the information requested below for at least three (3) professional references. These references should be current or recent clients for whom the Proposer has provided services similar to those solicited under this RFP:

REFERENCE

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Contact Person Phone Number: _____

Please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

Description for Reference:

ATTACHMENT D: INTENTIONALLY LEFT BLANK

ATTACHMENT E: PRICING

The document is to be used by the Proposer to specify proposed rates.

Will allow other governmental entities to purchase from this Contract: Yes: No:

Pricing should be provided in a clear and concise manner. Proposer may provide additional/supplemental documentation to explain their pricing, but all pages must be marked clearly as Attachment E: Pricing.

3. **INVOICING**

A. Contractor will provide separate invoices and emailed to:

AP@valleywisehealth.org

B. Invoices must consist of the following information:

- Contractor's name
- Contract Number
- Contract Not to Exceed (NTE) Amount
- Purchase Order Number
- Federal Tax ID number
- Date(s) of service
- Total charge
- Itemized listing of services

The Valleywise Health preferred method of payment is the Commercial Credit Card Program with Commerce Bank. Payments via credit card with Commerce Bank would result in quicker turnaround time for payments once an approved vendor invoice is received. If the successful vendor indicates that they will accept such payment, further information will be available at time of award. Please indicate below whether or not you would be willing to accept credit card payments.

Yes No

Comments: _____

The price and terms and conditions in this Proposal are valid for 180 days from the date of submission.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

ATTACHMENT F: RESPONSE TO WORK STATEMENT REQUIREMENTS

The Proposer must explain how they will meet all the requirements of the Work Statement. The Proposer shall insert appropriate text to indicate specifically how it will satisfy each requirement. The Proposer should use as much detail as necessary to clearly convey how they will ensure provision of these services. Proposers should not simply restate the requirements but describe how each task will be accomplished.

Nothing prohibits the addition of supplemental services, not identified in this solicitation, and deemed necessary by Valleywise Health and agreed to by the selected Contractor(s).

Services associated with this procurement and the resulting contract(s) may be added or deleted by the District, as needed.

See Work Statement for Objectives and Tasks. All pages in response to the Work Statement requirements must be clearly marked as Attachment F: Response to Work Statement Requirements.

ATTACHMENT G: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS

Proposers must use this section to state any exceptions to the RFP requirements and/or any requested language changes to the standard **Valleywise Health Contract Provisions**.

This is the only time Proposers may contest these issues. Requests for changes after the date Proposals are due will not be considered and could subject the Proposer to non-award on grounds of non-responsiveness.

Please sign and include this statement with your proposal.

I have read the Valleywise Health Contract Provisions and:

- I accept them
- I have stated my exceptions and have included them in this proposal. Exceptions are either listed below in Table below, inserted as redlines to the actual provisions, or included on additional pages **clearly marked as Attachment G: Exceptions to RFP Requirements and/or Contract Provisions**.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

1. ORDER OF PRECEDENCE

To the extent that the Special Provisions, if any, are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control. To the extent that the AHCCCS Subcontractor Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement or Compensation Provisions, then the AHCCCS Subcontractor Provisions shall control. To the extent that the Business Associate Agreement Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement, Compensation Provisions or AHCCCS Subcontractor Provisions, then the Business Associate Agreement Provisions shall control.

2. DEFINITIONS

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptable Invoice (Invoice) means an invoice that may be processed to adjudication without obtaining additional information from the Contractor or provider of service or from a third party, but it does not include invoices under investigation for fraud or abuse.

CEO means the Chief Executive Officer of Valleywise Health or his/her designee.

Comprehensive Health Center (CHC) means the Community Health Center, located on the Valleywise Health campus, which provides outpatient primary and specialty care services.

Contract means this document and all its Agreements and amendments, including where applicable, contractors/respondent's proposal.

Contractor means the person, firm or organization listed on the cover page of this Contract and includes its agents, employees, and sub-contractors.

Deeming Authority means the authority granted to an accreditation organization by CMS in accordance with Section 1865 of the Social Security Act.

Department means any Department of Valleywise Health.

Desert Vista means the stand-alone mental health facility located at 570 West Brown Road, Mesa, Arizona 85207, owned and operated by Valleywise Health.

Community Health Centers (CHC) means a Health Center Program with FQHC Community Health Center designation, where primary care services are provided.

Comprehensive Health Center means a clinical office building where specialty care and FQHC Community Health are co-located in the same building.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

Valleywise Community Health Center - Avondale 950 E. Van Buren St. Avondale, AZ 85323	Valleywise Community Health Center - Chandler 811 S. Hamilton St. Chandler, AZ 85225	Valleywise Comprehensive Health Center - Phoenix 2525 East Roosevelt Street Phoenix, AZ 85008
Valleywise Community Health Center – West Maryvale 7808 W. Thomas Rd. Phoenix, AZ 85033	Valleywise Community Health Center – South Phoenix/Laveen 5650 S. 35th Ave. Phoenix, AZ 85041	Valleywise Community Health Center - Guadalupe 5825 E. Calle Guadalupe Guadalupe, AZ 85283
Valleywise Behavioral Health Center – Phoenix 2619 E. Pierce St. Phoenix, AZ. 85008	Valleywise Community Health Center - McDowell 1101 N. Central Ave., Suite 204 Phoenix, AZ 85004	Valleywise Community Health Center – Mesa 950 E. Main St. Mesa, AZ 85203
Valleywise Behavioral Health Center – Maryvale 5102 W. Campbell Ave. Phoenix, AZ 85031	Valleywise Community Health Center – North Phoenix 2025 W. Northern Ave. Phoenix, AZ 85021	Valleywise Community Health Center – South Central Phoenix 33 West Tamarisk St. Phoenix, AZ 85041
Valleywise Emergency - Maryvale 5102 W. Campbell Ave Phoenix, AZ 85031	Valleywise Comprehensive Health Center - Peoria 8088 W. Whitney Dr. Peoria, AZ 85345	
Valleywise Behavioral Health Center - Mesa 570 W. Brown Rd. Mesa, AZ 85201	Valleywise Health Medical Center 2601 E. Roosevelt St. Phoenix, AZ 85008	

Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable state or federal law.

Grievance means a complaint concerning an adverse action, decision, or policy by Contractor, its subcontractor, non-contracted provider, Valleywise Health, presented by an individual or entity.

HIPAA means the Health Insurance Portability and Accountability Act of 1996 (PL 104-191) and the United States Department of Health and Human Services (DHHS) final regulations on “Privacy Standards for Individually Identifiable Health Information”, as amended, and clarified from time to time.

Valleywise Health means Valleywise Health Medical Center, the Comprehensive Healthcare Center (CHC), Desert Vista, the Community Healthcare Centers (CHCs), and any other health care related facility owned or operated by Valleywise Health. Valleywise Health is synonymous with the Maricopa County Special Health Care District.

Valleywise Health Medical Center means the hospital component of Valleywise Health located at 2601 East Roosevelt, Phoenix, Arizona 85008.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

Patient means any individual who is provided health care at a Valleywise Health owned, operated, or contracted health care facility or by a Valleywise Health contracted provider.

Payer means any party other than Valleywise Health and Contractor who is obligated to make payments to Valleywise Health and/or the Contractor pursuant to a contract or standards of participation for the provision of health care services.

Payer Contract means an agreement between Valleywise Health and a Payer or funder, pursuant to which Valleywise Health agrees to provide or arrange to provide Covered Services to Members, Patients, or Beneficiaries.

Plan means a health benefits plan under which a Payer/Funder has contracted with Valleywise Health to provide or arrange to provide Covered Services to enrolled Members, Beneficiaries or Patients.

Subcontractor means one who enters into an agreement with and assumes some of the obligations of the primary Contractor.

3. **LAWS, RULES, AND REGULATIONS**

- A. This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations. When providing services to persons that participate in the Arizona Health Care Cost Containment System (AHCCCS) and/or Arizona Long-Term Care System (ALTCS) program, the requirements contained herein are superseded by the requirements of the Minimum Subcontract Provisions on the AHCCCS website at: <http://www.azahcccs.gov/commercial/MinimumSubcontractProvisions.aspx>
- B. The Contractor warrants compliance with A.R.S. subsection § 41-4401, A.R.S. subsection § 23-214, the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Valleywise Health upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Contract. I-9 forms are available for download at USCIS.GOV.

Valleywise Health may request verification of compliance for any Contractor or subcontractor performing work under this Contract. Should Valleywise Health suspect or find that the Contractor or any of its subcontractors are not in compliance, Valleywise Health may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

- C. Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and Valleywise Health policies related to the detection of fraud, waste, and abuse. The following documents are incorporated into this agreement by reference and available to Contractor via the links below. Contractor signifies receipt of the documents and agrees to comply with the requirements stipulated by federal law and Valleywise Health policy:
1. The Valleywise Health False Claims Act policy is available at: <https://valleywisehealth.org/legal/privacy-Policy> under the Compliance Policies and Information section.
 2. Information about all Valleywise Health programs to detect and prevent fraud, waste and abuse is available at: <https://valleywisehealth.org/legal/privacy-policy/> under the Compliance Policies and Information section.
- D. The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the appropriate municipality; any action thereon shall be brought in the appropriate court in the State of Arizona.

4. **NO GUARANTEED VOLUME**

Valleywise Health makes no representations nor guarantees the Contractor any maximum or minimum volume, payment, reimbursement, or number of units of service to be provided.

5. **NON-EXCLUSIVE STATUS**

Valleywise Health reserves the right to have the same or similar service provided by a vendor other than the Contractor. Contractor will not be obligated to render services exclusively on behalf of Valleywise Health or Patients; provided however, that such non-Valleywise Health activities do not hinder, impair, or conflict with Contractor's ability to fully perform its obligations under this Contract.

6. **COOPERATIVE PURCHASING**

This Contract is awarded on behalf of Valleywise Health in its entirety. Valleywise Health has also entered into Cooperative Purchasing arrangements and Intergovernmental Agreements (IGAs) with other public agencies. Any eligible political subdivision, school district or other governmental jurisdiction that is a participant in a Cooperative Purchasing arrangement or IGA in which Valleywise Health is also a participant, may utilize the services of this Contract. Such use by other public agencies will require approval of the Contractor and will require the using public agency to place, receive and pay for its own orders and to address any other processes that vary from this Contract. Valleywise Health shall not be responsible for any disputes arising out of transactions made by other public agencies.

7. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

Contractor shall fully cooperate with other Valleywise Health contractors and subcontractors and carefully plan and perform its own work to accommodate the work of other Valleywise Health contractors. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor, with the exception of those necessary to protect Patients, employees, and visitors from danger.

8. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED PATIENT INFORMATION

Valleywise Health and Contractor shall safeguard confidential and privileged Patient information i.e., medical, financial, and patient specific information, and shall only disclose such information in accordance with all applicable federal, state, and local laws, rules, and/or regulations, including HIPAA. The use or disclosure by any party of any information concerning a Patient served under this Contract or any other applicable Payer Contract is directly limited to services under this Contract subject to applicable federal, state, and local laws, rules and/or regulations. Contractor's obligation to maintain the confidentiality of all medical, financial, and patient specific information shall exist after termination or expiration of this Contract. Contractor shall assist Valleywise Health regarding the Valleywise Health obligation to comply with HIPAA.

9. SUPPLY AND OWNERSHIP OF INFORMATION

Each party shall supply to the other party, upon request, any available information that is relevant to this Contract or any other applicable Payer Contract and to the performance of the parties hereunder.

Subject to applicable state and federal laws, rules, and regulations, including without limitation those concerning confidentiality of Patient records, Valleywise Health shall have shared ownership rights to such records whether housed by Contractor or Valleywise Health and the shared right to inspect, reproduce, duplicate, distribute, display, disclose and otherwise use all records, reports, information, data, and material prepared by the Contractor in performance of the Contract.

10. LICENSES AND PERMITS

- A. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself current and fully informed of existing and future federal, state, and local laws, ordinances, and regulations, which in any manner affect the fulfillment of this Contract and shall comply with the same.
- B. The Contractor, Contractor's employees and Subcontractors must not be under any sanctions, restrictions, or provisional status from any applicable federal or state licensing/certifying/credentiating agency, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS.

11. TAX AND INSURANCE OBLIGATIONS

Contractor assumes sole and exclusive responsibility for payment of any state and federal income taxes, federal social security taxes, worker's and unemployment insurance benefits for its physicians, staff, agents and employees as well as any and all other mandatory governmental deductions or obligations; in addition, Contractor assumes sole and exclusive responsibility for any pension or retirement program(s) for its staff, agents or employees whether required by law or not; in connection with the obligations contained in this paragraph, Contractor shall indemnify, defend and hold harmless Valleywise Health for any and all liability which Valleywise Health may incur as a result of Contractor's failure to pay such taxes or any such financial responsibility, as well as the Valleywise Health liability for any such taxes or mandatory governmental obligations.

12. RETENTION AND ADEQUACY OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents pertaining to this Contract or any other applicable Payer Contract for at least six years after final payment or until six years after the resolution of any audit questions or disputes. Valleywise Health, state or federal auditors and any other persons duly authorized by Valleywise Health shall have full access to, and the right to examine, copy and make use of any and all said materials. The Contractor's record system will provide accurate, timely, complete, organized, and legible information.

13. CONTRACT COMPLIANCE MONITORING

- A. Valleywise Health shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by Valleywise Health, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and copying for Valleywise Health's monitors, all records and accounts relating to the work performed or the services provided under this Contract or any other applicable Payer Contract. Upon request, the Contractor will investigate and respond in writing to appropriate Valleywise Health staff concerns within ten (10) calendar days of receipt or notification of a request.
- B. If Valleywise Health needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and Valleywise Health agree in writing, they will equally share such expenses.
- C. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- D. Valleywise Health may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

14. AUDIT AND AUDIT DISALLOWANCE

- A. Valleywise Health reserves the right to audit any financial records of the Contractor or any Subcontractor(s), which relate to the terms under this Contract including services and billings made to Valleywise Health. Such audits will be made at the expense of Valleywise Health at a time and place convenient to the Contractor. If the Contractor desires to participate in the selection of the auditor, the Contractor must be willing to share equally in the costs.
- B. Valleywise Health representatives displaying Valleywise Health identification shall have the right, during normal business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract or any other applicable Payer Contract and Contractor shall make available such records as requested.
- C. If at any time it is determined by Valleywise Health that a service or commodity for which payment has been made is disallowed, Valleywise Health shall notify the Contractor in writing with the required course of action. It is at the Valleywise Health option to submit an invoice to Contractor for the amount, to adjust any future invoice submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in A.R.S. § 44-1201 of the disallowed amount by the Contractor.
- D. Contractor, upon written notice, shall reimburse Valleywise Health for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.
- E. Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses, and court costs.

15. VALLEYWISE HEALTH RECOUPMENT RIGHTS

In addition to any other remedies set forth in this Contract, Valleywise Health has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, or where such monies should not have been provided to Contractor under the terms of this Contract or any other Payer Contract or where Valleywise Health is obligated to recoup under state or federal laws.

16. DISPUTES

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Dispute Process as specified in the applicable Valleywise Health Procurement Code, Article 7 as amended from time to time.

17. NON-DISCRIMINATION

The Contractor shall not in any way discriminate against any Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation, or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against and shall take positive action to ensure that discrimination does not occur regarding any employee or applicant for employment because of race, color, religion, sex national origin, age, disability, or political affiliation. Employment discrimination includes harassment because of an individual's race, color, religion, sex, national origin, age, or disability. The Contractor will, to the extent such provisions apply, comply with the Equal Pay Act of 1963; Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Arizona Executive Order 2009-09 and Federal Order 11246, which mandates that all persons shall have equal access to employment opportunities. Furthermore, Contractor shall not violate any local, state, or federal law, rule or regulation prohibiting discrimination in employment.

19. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Valleywise Health shall have the right to terminate this Contract without liability and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY

- A. The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of Valleywise Health.
- B. This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.
- C. Valleywise Health and its officers and employees shall not be liable for any act or omission by the Contractor occurring in the performance under this Contract or any other applicable Payer Contract, nor shall Valleywise Health be liable for purchases or contracts made by the Contractor in anticipation of funding hereunder.

21. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Valleywise Health, its agents, representatives, officers, directors, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs) relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions or mistakes relating to any service provided by Contractor as well as any other activity of or by Contractor under the terms of this Contract or any other Payer Contracts that are incorporated into this Contract. Contractor's duty to hold harmless, defend and indemnify Valleywise Health, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense, including but not limited to those attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes or omissions related to any service or professional services as well as any other activity under the terms of this Contract, or any other contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

In addition to the indemnification obligations set forth above, if the Contractor provides goods or services other than direct patient care services under this Contract, Contractor must provide for the defense and defend Valleywise Health in any actions referenced above.

- B. Nothing in this Contract or any other contract(s) including Payer Contracts that are incorporated into this Contract may be construed as limiting the scope of the indemnification provisions contained in this Contract.
- C. The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

22. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

- A. **General.** The Contractor shall, at its own expense, purchase, maintain and provide documentation of the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of A VII, or approved unlicensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers' Compensation, required by this Contract, shall name Valleywise Health, its agents, representatives, officers, directors, officials, and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed under this Contract has been satisfactorily completed and formally accepted by Valleywise Health. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

- D. **Tail Coverage.** In the event any insurance policy or policies required by this Contract are written on a “claims made” basis, Contractor shall obtain coverage for at least two years beyond the termination of this Contract based on availability of such coverage and reasonableness of cost.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor’s policies or any breach of a policy warranty shall not affect Contractor’s obligations or coverage afforded under the policies to protect Valleywise Health.
- F. **Waiver (Subrogation).** The policies, except Workers’ Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against Valleywise Health, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor’s work or service.
- G. **Deductible/Retention.** Contractor’s policies may provide coverage, which contain deductibles or self-insured retentions. The Contractor shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall, upon request, furnish Valleywise Health with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect during term of this Contract and where relevant, thereafter. All Certificates of Insurance shall be identified with this Contract number and title.

Page

- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Contract shall not expire, be canceled, or materially changed without 15 days prior written notice to Valleywise Health. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to Valleywise Health fifteen (15) days prior to the expiration date.
- J. **Copies of Policies.** Valleywise Health reserves the right to request and receive, within 10 working days of the request, certified copies of any or all of the above policies and/or endorsements referenced herein.
- K. **Primary Coverage.** Contractor’s insurance shall be the primary insurance under the terms of this Contract as respects Valleywise Health for any negligent acts of Contractor; any insurance or self-insurance program maintained by Valleywise Health shall not contribute to Contractor’s insurance obligations for its negligent acts hereunder.
- L. **Types of Coverage Required.** Contractor is required to procure and maintain the following coverages indicated by a checkmark:
 - 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

- 2. Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3. Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 4. Professional Liability.** Professional Liability insurance (for health care, and health care related services) which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.
- 5. Errors and Omissions Insurance.** Errors and Omissions Insurance, other than Professional Liability Coverage referenced above, which will insure and provide coverage for errors or omissions of the Contractor due to, but not limited to, internal and external theft, mismanagement, misuse, or inappropriate disclosure of electronic data, including protected health information as defined under HIPAA, or other technology errors or business interruptions related to the above listed coverages, with limits of no less than \$1,000,000 (or up to \$5,000,000 based on exposure risk) for each claim and \$3,000,000 (or up to \$15,000,000 based on exposure risk) in the aggregate.
- 6. Directors and Officers Liability Coverage.** Directors and Officer Liability, with coverage limits at levels that are customary in the community for group medical practices.
- 7. HIPAA and cyber-security breach insurance. Security, Privacy, Data Breach Insurance.** Contractor shall maintain security, privacy, and data breach insurance (including coverages for HIPAA violations) in the amount of no less than \$5,000,000. in the aggregate per year. Upon request, Contractor shall furnish the District with certificate(s) from the insurance carriers (or from contractor's Risk Management Office if issued by governmental unit) evidencing such coverage including a provision of thirty (30) days' notice of cancellation or nonrenewal of coverage

23. ASSIST WITH DEFENSE IN LITIGATION

Contractor agrees to cooperate in the defense of lawsuits or other quasi-legal actions arising from work performed under this Contract or any other applicable Payer Contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with Valleywise Health Attorney staff, or other representatives of Valleywise Health.

24. USE OF VALLEYWISE HEALTH PROPERTY

- A. The Contractor shall not use Valleywise Health premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than the performance of the duties under this Contract.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

- B. Contractor will be responsible for any damages to Valleywise Health property when such property is the responsibility of or in the custody of the Contractor, his employees, or subcontractors.

25. SEVERABILITY

Any provision of this Contract, which is determined to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

26. NO WAIVER OF STRICT COMPLIANCE

Acceptance by Valleywise Health of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

27. PROHIBITION AGAINST LOBBYING

- A. Pursuant to P.L.101-121 (31 U.S.C.§1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.
- B. Contractor shall not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, district, or local governmental entity, with regard to any grant, contract, or loan.

28. QUALITY MANAGEMENT

Contractor shall fully cooperate with Valleywise Health to fulfill any quality management program requirements undertaken by Valleywise Health or required by the Centers for Medicare and Medicaid Services (CMS), AHCCCS/ALTCS, Arizona Department of Health Services (ADHS), and all other regulatory or accrediting bodies, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS, that pertain to services provided under this Contract. Contractor shall be subject to annual performance evaluations by Valleywise Health and evaluated on the following quality metrics associated with performance under the Contract: Quality (e.g., patient safety), Timeliness, Business Relations, and Cost.

29. CERTIFICATION OF COST AND PRICING DATA

- A. The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which Valleywise Health finds that the price was increased because the Contractor furnished cost or pricing data that was

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

inaccurate, incomplete, or not current as of the date of certification. The Contractor has a continuing duty to report to Valleywise Health that the price was increased because the cost or pricing data was inaccurate, incomplete, or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.

- B. Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to Valleywise Health, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.
- C. Contractor guarantees that Valleywise Health is receiving the lowest price offered by the Contractor to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period the Contractor offers a lower price to another customer, and notification is not made to Valleywise Health of price reductions to another such customer, upon discovery, Valleywise Health may take any or all of the following actions:
 - 1. Amend this Contract to give Valleywise Health the benefit of the price reduction.
 - 2. Determine the amount, which Valleywise Health was overcharged, and submit a request for payment from the Contractor for that amount.
 - 3. Take the necessary steps to collect any performance surety provided on the applicable contract.
 - 4. Terminate this Contract if it is currently in effect.

30. USE OF CONTRACTOR'S NAME, SYMBOLS AND SERVICE MARKS

Valleywise Health may utilize Contractor's name as one of its Contractors or vendors in its marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval. While each party agrees to permit the other to use that party's address, photograph, telephone number, and description of services in its regulatory documentation or for marketing purposes, neither party may use the other party's name, symbols, or trademarks, nor any proprietary information without prior written approval of the other party.

31. NO THIRD-PARTY BENEFICIARY RIGHTS

The obligation of each party under this Contract is intended to solely benefit the other party. No other person shall be a third-party beneficiary of this Contract, nor have any rights under this Contract.

32. TERM OF THIS CONTRACT AND RIGHT TO EXTEND

The term of this Contract shall be as set forth on the Offer and Acceptance page, unless otherwise terminated or extended in accordance with the terms of this Contract.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

Subject to the availability of funds and acceptable Contractor performance, Valleywise Health may extend this Contract for additional periods, not to exceed a total term of five (5) years from the Effective Date.

33. ADJUSTMENTS TO CONTRACT TERM AND PRICE

Requests for change in Contract terms, including price adjustments, shall be submitted by Contractor 120 days prior to the expiration date. Any increase in the cost of service or price, must be mutually acceptable to Valleywise Health and the Contractor and be incorporated into this Contract by amendment.

34. ASSIGNMENTS

- A. Neither this Contract, nor any portion thereof, may be assigned to another party by Contractor without the written consent of Valleywise Health. Any attempt by the Contractor to assign any portion of this Contract without the written consent of Valleywise Health shall constitute a breach of this Contract and may render this Contract null and void.
- B. No assignment shall alter the Contractor's legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's assignments.
- C. Valleywise Health may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Contract.

35. KEY PERSONNEL

If Contractor utilizes Contractor's staff or other Subcontracted personnel, then such personnel are considered to be essential and key to the scope of work provided under this Contract. Contractor shall notify Valleywise Health reasonably in advance of any proposed removal of key personnel, describing in sufficient detail to permit the District's valuation of the impact on the work, the justification for removal, and the proposed substitute staff.

36. SUBCONTRACTS

- A. No subcontract alters the Contractor's legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's subcontracts.
- B. Contractor may enter into Subcontractor agreements with qualified vendors or with professional corporations. All such subcontracts are subject to the review and prior approval of Valleywise Health.
- C. Contractor agrees that it is liable and responsible for any act or omission by the Subcontractor, its employees, agents, officers, and representatives, occurring in the course of Contractor's

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

performance of this Contract, whether such act or omission occurs on Valleywise Health property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Subcontractor's performance of this Contract. Contractor shall bear the above stated liability for all consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by Valleywise Health to enforce this provision, even in absence of its own negligence, unless Valleywise Health actions caused the loss or damage.

- D. If Contractor is a professional corporation, professional limited liability company, partnership or other association, Contractor shall obligate in writing each of its shareholders, members, partners, or professional employees who may perform services under this Contract, to comply with all of the terms and conditions of this Contract.
- E. Valleywise Health may require the termination of any subcontract or Subcontractor for the reasons set forth in Paragraph #37, Termination.

37. AMENDMENTS

- A. All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.
- B. When Valleywise Health issues an amendment, the Contractor shall sign and return the required number of original copies of the amendment. The provisions of such amendment will be deemed to have been accepted 60 days after the date of mailing by Valleywise Health even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies Valleywise Health in writing that it refuses to sign the amendment. If the Contractor provides such notification, Valleywise Health will initiate a Dispute or Termination proceeding, as appropriate.
- C. Valleywise Health may, by written amendment, make changes within the general scope of this Contract. If any such amendment causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Contractor or Valleywise Health may assert its right to an equitable adjustment in compensation paid under this Contract. The Contractor or Valleywise Health must assert its right to such adjustment within 30 days from the date of receipt of the change notice.

38. TERMINATION

- A. Termination for Convenience
Either party may terminate this Contract, or any part thereof, at any time with 90 days' notice in writing to the other party. This provision does not preclude Valleywise Health from terminating the Contract sooner under other applicable provisions of this Contract.
- B. Termination by Mutual Agreement
This Contract, or any part thereof, may be terminated by mutual written agreement of the parties specifying the termination date therein.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

C. Termination for Cause

Valleywise Health may terminate this Contract for cause upon 14 calendar days written notice to the Contractor. Such cause may include, but not be limited to, the following:

- (1) Breach of this Contract which is not corrected within 14 calendar days after written notice thereof, served by certified or registered mail, return receipt requested.
- (2) Professional misconduct as determined by Valleywise Health Medical Staff in accordance with the Valleywise Health Medical Staff Bylaws or Rules and Regulations.
- (3) Continual neglect of duty or violation of Valleywise Health's Policies or Valleywise Health's Medical Staff Bylaws or Rules and Regulations.
- (4) Inability to discharge the duties and responsibility under this Contract for a continual period of 14 calendar days or more.

D. Immediate Termination

- (1) Valleywise Health may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, Valleywise Health employee or Valleywise Health Contracted employee is jeopardized by the activities or inactivity of Contractor.
- (2) Valleywise Health may also terminate this Contract immediately, with notice to the Contractor, upon the occurrence of any of the following events:
 - a. Loss, restriction, or suspension of Contractor's license, certification, or other authority essential to its ability to perform its obligations under this Contract.
 - b. Insolvency, dissolution, or bankruptcy of the Contractor.

E. Termination - Availability of Funds

If any action is taken by any state agency, federal department, or any other agency, payer, or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract or any other applicable Payer Contract, Valleywise Health may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, Valleywise Health shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract or any other applicable Payer Contract. Valleywise Health shall give written notice at least 10 days in advance of the effective date of any suspension, amendment, or termination under this section.

- F. Such notice shall be given by personal delivery or by registered or certified mail. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- G. If this Contract is terminated on the basis of Paragraph(s) 37. A, B, or D, the provisions of Paragraph 16, Disputes, do not apply.

VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

39. DEFAULT

Valleywise Health may suspend, modify, or terminate this Contract in whole or in part, immediately upon written notice to Contractor in the event of a non-performance of stated objectives or any other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Valleywise Health reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame or in the contractually prescribed manner.

40. AVAILABILITY OF FUNDS

The provisions under this Contract or any other applicable Payer Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to Valleywise Health for disbursement. The CEO shall be the sole judge and authority in determining the availability of funds and Valleywise Health shall keep the Contractor fully informed as to the availability of funds.

41. CONTRACTOR'S CONDUCT

Contractor will not engage in any conduct, activities, business or professional arrangements that jeopardize this Contract or Contractor's performance, obligations, or duties under this Contract.

42. RIGHT OF CANCELLATION PER A.R.S. § 38-511

Notice is given that pursuant to A.R.S. § 38-511 Valleywise Health may cancel this contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of Valleywise Health is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract.

Additionally, pursuant to A.R.S. § 38-511 Valleywise Health may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Valleywise Health from any other party to the Contract arising as the result of the Contract.

VALLEYWISE HEALTH SPECIAL CONTRACT PROVISIONS

1. ORDER OF PRECEDENCE

To the extent that the Special Provisions, if any, are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control. To the extent that the AHCCCS Subcontractor Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement or Compensation Provisions, then the AHCCCS Subcontractor Provisions shall control. To the extent that the Business Associate Agreement Provisions, if any, are in conflict with the General Provisions, Special Provisions, Work Statement, Compensation Provisions or AHCCCS Subcontractor Provisions, then the Business Associate Agreement Provisions shall control.

2. DEFINITIONS

As used in this Contract, the following terms shall have the meanings set forth below:

Ancillary Care means x-rays, laboratory, ambulance, transportation, pharmacy services, therapies, dialysis, and other medically related services.

Appeal means a request for a standard or expedited reconsideration of the denial of a requested service or payment of a service.

Discharge Planning means the identification of the need and provision for a Member's, Beneficiary's, or Patient's health care needs after discharge from the hospital or skilled nursing facility.

Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- 1) serious jeopardy to the health of the individual (or an unborn child);
- 2) serious impairment to bodily functions; or
- 3) serious dysfunction of any bodily organ or part.

Emergency Medical Services means services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- 1) placing the patients' health in serious jeopardy;
- 2) serious impairment of bodily functions; or
- 3) serious dysfunction of any bodily organ or part.

Service Area means the geographic area where the Contractor is obligated to provide services under this Contract.

VALLEYWISE HEALTH SPECIAL CONTRACT PROVISIONS

3. STANDARDS AND LICENSURE

- A. Contractor shall not be operating under a provisional license or have been cited for a violation involving a Beneficiary's or Patient's life, health, or safety in the last two years.
- B. Contractor must be in compliance with OSHA Regulations regarding blood borne pathogens. Upon request, Contractor must prove compliance by providing its exposure control plan for review.

4. REFERRALS AND PROHIBITIONS AGAINST SOLICITATION

The Contractor will not advise, counsel, solicit or refer any Patient to facilities, health plans or providers, other than Valleywise Health designated health care providers, except in accordance with written Valleywise Health policies or procedures for services not available from or provided by Valleywise Health designated health care providers.

5. CLINICAL LABORATORY IMPROVEMENT ACT

Any laboratory testing sites providing services under this Contract shall have either a Clinical Laboratory Improvement Act (CLIA) certificate of waiver or a certificate of registration, or a certificate of accreditation along with a CLIA identification number. Those laboratories with certificates of waiver will provide only those tests permitted under the terms of their waiver. Laboratories with certificates of registration or certificates of accreditation shall perform only those tests for which they are authorized under the terms of their specific certificate.

6. CREDENTIALING

- A. Contractor shall fully cooperate with Valleywise Health to fulfill any credentialing requirements of Valleywise Health, state or federal regulatory agencies, Valleywise Health Payers if so required or other accreditation, licensing or credentialing authority, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS, which pertain to any services provided under this Contract.
- B. Contractor must successfully complete the Valleywise Health credentialing process prior to treating any Valleywise Health Patients, and Contractor's continued participation under this Contract is contingent upon successful completion of the Valleywise Health recredentialing process (recredentialing occurs at a minimum once every two years or more frequently if requested by Valleywise Health).

During the interim period between reappointment cycles, Contractor shall provide Valleywise Health with current copies of Arizona and Drug Enforcement Agency (DEA) licenses and proof of insurance.

VALLEYWISE HEALTH SPECIAL CONTRACT PROVISIONS

- C. Contractor shall provide Valleywise Health with documentation that it is currently in good standing with all applicable state and federal regulatory agencies or other accreditation and licensing authorities, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS or NCQA, prior to the provision of service under this Contract. Thereafter, Contractor is to remain in good standing with all of the aforementioned agencies and authorities.
- D. Contractor shall notify Valleywise Health in writing within two working days after the Contractor receives notice by any organization of any change in the Contractor's professional status, including, but not limited to, suspension, termination, probation, resignation, or any other change in its licensure, qualifications, or hospital privileges. This notice must be provided to Valleywise Health by fax and followed by certified mail.
- E. Contractor will immediately notify Valleywise Health if it receives any restriction or any limitations to its licensure, accreditation, or certification status, as well as any restriction or limitation on its practice or operations. Contractor shall also provide copies of any statement of deficiencies, corrective actions, plans and timelines for implementation, including those requested by Valleywise Health.
- F. Contractor shall immediately notify Valleywise Health of any change in office location, telephone numbers and hours of business.
- G. Contractors, who are not subject to any state or federal regulatory or accrediting body, shall fully comply with all Valleywise Health policies, procedures, and standards.

7. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Contractor will, during the term of this Contract, immediately inform Valleywise Health in writing of the award of any other contract or grant, including any other contract or grant awarded by Valleywise Health where the award of such contract or grant may affect, directly or indirectly, costs being paid/reimbursed under this Contract. Contractor will provide a copy of such contracts or grants awards upon request.
- B. If Valleywise Health determines that the award to the Contract given has affected the payments due or reimbursements made under this Contract, then Valleywise Health shall prepare a Contract Amendment reflecting an adjustment. If the Contractor protests the proposed adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

8. IMMUNIZATION REQUIREMENTS

- A. At the time the Contractor initially reports to work at any Valleywise Health facility, that person shall present to Valleywise Health designee evidence as follows:
 - 1) Proof of immunity or immunization in compliance with current Valleywise Health

VALLEYWISE HEALTH SPECIAL CONTRACT PROVISIONS

immunization requirements or a signed declination statement.

- 2) Respiratory Fit testing within the past 12 months if use of N-95 Respirator is required.
- 3) Proof of annual TB screening as required by Arizona Administrative Code Title 9, Chapter 10, R9-10-113.

All employees or subcontractors of the Contractor who fail to provide such evidence will not be permitted to work.

- B. Valleywise Health will provide, if the Contractor elects, the option to use the Valleywise Health Occupational Health Services Department to receive immunizations or laboratory services necessary to satisfy Valleywise Health requirements at the then current posted Valleywise Health fee schedule. Rates are subject to change annually and are established by Valleywise Health on the First of July each year and will be provided to the Contractor upon request.

9. EMPLOYEES REQUIREMENTS

Contractor employees assigned to Valleywise Health must:

- pass Valleywise Health required background check and pre-employment screening (Valleywise Health will provide detail of requirements)
- Perform initial and thereafter monthly OIG/EPLS checks on all personnel assigned to Valleywise Health for exclusions from federal programs
- meet specific qualification as required by the position
- follow employee rules, dress code as stated in Valleywise Health employee policies and specific department policies
- not smoke on Valleywise Health premises as Valleywise Health is a tobacco free campus
- complete Valleywise Health employee orientation (3-5 business days depending on position) prior to reporting to department for assignment if applicable
- Contractor employees may work at one of the Valleywise Health locations or remotely

10. VENDOR REGISTRATION

All vendors are required to register in Valleywise Health's Vendor Portal, create a company profile, and supply company-level data for authentication and credentialing by Valleywise Health's third-party partner, Vendormate. Vendor registration allows Valleywise Health to access your company's data to process payments in a timely manner, ensure compliance with internal controls and regulatory requirements, and review accurate and complete vendor information to maintain ongoing relationships. During the term of the agreement, Contractor agrees to register in Valleywise Health's Vendor Portal at <https://login.ghx.com/login> and is responsible for the annual registration fee payable to Vendormate. Fees may vary based on your company's risk profile. Failure to register and maintain a current registration will prevent issuance of payment for any product or service rendered. Representatives of Contractor that require onsite access to Valleywise Health's facilities may be required to fulfill additional requirements and pay additional fees for more extensive authentication and credentialing.

ATTACHMENT H: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Since the District is subject to Arizona's Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Proposer is advised that any documents it provides to the District in response to a solicitation will be available to the public if a proper Public Records Request is made, except that the District is not required to disclose or make available any record or other matter that reveals proprietary information provided to the District by a Proposer that is from a non-governmental source. See ARS 48-5541.01(M)(4)(b).

PURSUANT TO THE PROCUREMENT CODE, ANY SPECIFIC DOCUMENTS OR INFORMATION THAT THE PROPOSER DEEMS TO BE PROPRIETARY AND/OR CONFIDENTIAL MUST BE CLEARLY IDENTIFIED AS SUCH IN THE PROPOSAL ALONG WITH JUSTIFICATION FOR ITS PROPRIETARY AND/OR CONFIDENTIAL STATUS.¹

NOTE: The Proposer may not claim that the entire Proposal or the entire submission is proprietary and/or confidential. It is the Proposer's responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.²

Proposer should be aware that if a Court determines that the Proposer's information is not proprietary and/or confidential, the District will be required to disclose such information pursuant to a public records request. In such cases, Proposer understands and agrees that the District shall comply with the Court's determination and Proposer shall not hold District liable for any costs, damages or claims whatsoever related to releasing the information.

This is the *only notice* that will be given to the Proposer regarding the Proposer's responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to the District and the Proposer did not clearly identify its proprietary and/or confidential information at the time their Proposal is submitted, the District will not provide Proposer with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

¹ MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104, CONFIDENTIAL OR PROPRIETARY INFORMATION.

² MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104(C).

ATTACHMENT H

Please sign and include this statement with your proposal. I hereby certify that I acknowledge acceptance of the terms above and that I have:

- Determined that no documents or information contained within this proposal are proprietary and/or confidential in nature.

- Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein. **Each section or page that is proprietary and/or confidential must be marked in addition to this checkbox.**

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

ATTACHMENT I: CONTRACTOR EMPLOYMENT RECORD VERIFICATION REQUIREMENT

The following is provided for informational purposes only related to this solicitation. Proposers awarded a contract subsequent to this solicitation will be expected, upon request by Valleywise Health, to submit the forms in this ATTACHMENT I as a condition of the Contract.

NOTE: IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN ATTACHMENT I WITH YOUR PROPOSAL.



Contractor shall identify all contractor and subcontractor employees performing work under this contract and shall verify and certify that all employees working under this contract are in compliance with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

**Maricopa County Special Health Care District, dba, Valleywise Health
Contractor Employment Record Verification Form and Employee Verification Worksheet**

Complete and return within 30 days of receipt or as specified in cover letter to:

**Valleywise Health
Purchasing Department
2601 E. Roosevelt Street, 1st FL Education Pavilion
Phoenix, AZ 85008**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form and attached Employee Verification Worksheet the Contractor shall attest that it and all subcontractors performing work under the cited Valleywise Health contract meet all conditions contained herein. Failure to complete and submit this form and attached worksheet on or before the request date to the above cited address and/or the falsification of any information provided herein shall be considered a material breach of the contract.

Contract Number:		
Name (as listed in the contract):		
Address:		
City:	State:	Zip:

I hereby attest that:

1. The contractor complies with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract.
2. All subcontractors performing work under this contract comply with the Federal immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract on the attached Employee Verification Worksheet and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:

Signature

Printed Name:

Title:

Date:



**Maricopa County Special Health Care District
d.b.a.
Valleywise Health
2601 East Roosevelt Street
Phoenix, AZ 85008-6092
602.344.1497
602.344.1813 (Fax)**

BUSINESS ASSOCIATE AGREEMENT

This Agreement sets out the responsibilities and obligations of _____ (“Business Associate” or “Associate”) as a business associate of the Maricopa County Special Health Care District, d.b.a. Valleywise Health, a covered entity, under the Health Insurance Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, and pursuant to the Contract or Engagement Letter between Associate and Valleywise Health.

Valleywise Health may make available and/or transfer to Associate Protected Health Information (“PHI”) of individuals in conjunction with Services, which Associate will use or disclose only in accordance with this Agreement. Associate and Valleywise Health agree to the terms and conditions of this Agreement in order to comply with the use and 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”) and the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Standards”), both as amended from time to time. Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards and Security Standards. Associate and Valleywise Health will comply with the terms of this Agreement for the duration of the Contract or Engagement Letter and for such other continuing periods as provided in this Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by the Secretary of Health and Human Services that affects Associate’s use or disclosure of PHI, the parties agree to take such reasonable action as is necessary to amend this Agreement in order for Valleywise Health to comply with such final regulation or amendment to final regulation.

Definitions for terms in this Agreement:

1. **Business Associate or Associate** means an entity that creates, receives, maintains, or transmits PHI for a function or activity on behalf of a Covered Entity, regulated by Subchapter C of Title 45 of the Code of Federal Regulations. In addition, an Associate can be an entity that provides data transmission services to a Covered Entity, is more than a mere conduit of information, and allows a Covered Entity to access the maintained information in a manner beyond a random or infrequent basis. The terms “Business Associate”, “Associate” and “Contractor” are synonymous. Notwithstanding this definition, if Contractor does not have access to or create Protected Health Information under this Contract, Contractor is not an Associate, and the terms of this Agreement do not apply to Contractor.
2. **Contractors of Business Associate** means a person or an entity to whom an Associate delegates a function, activity, or service that the Associate has agreed to perform for a Covered Entity. A contractor of an Associate which creates,

receives, maintains, or transmits personal health information on behalf of the business associate is itself a Business Associate and therefore will comply with the terms of this Agreement. For purposes of this Agreement the term "Contractor" includes the Contractor, its employees, its subcontractors and its agents.

3. **Protected Health Information ("PHI")** means the health information that is created or received by a Covered Entity; and relates to the physical condition, mental health, or other health condition of an Individual, or to the provision of health care to the Individual (including but not limited to the payment for such health care); and identifies or can be used to identify the Individual as defined in 45 C.F.R. § 160.103.
4. **Individual** shall have the meaning set forth in 45 CFR §160.103, including a person who is the subject of the Protected Health Information, and shall include an individual or entity who qualifies as a personal, legal representative of the person, as the context requires.
5. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E, as may be amended, modified, or superseded, from time to time.
6. **Security Rule** shall mean the Standards for Security of Individually Identifiable Electronic Health Information at 45 CFR Parts 160 and 164, Subparts A, C and E, as may be amended, modified, or superseded, from time to time.
7. **Breach** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule, that compromises the security or privacy of the Protected Health Information as defined, and subject to the exception given to such term in 45 C.F.R. § 164.402.
8. **Breach Notification Rule** shall mean the interim final rule related to breach notification for unsecured protected health information at 45 C.F.R. Parts 160 and 164.
9. **Covered Entity** shall have the meaning given to such term in 45 C.F.R. § 160.103.
10. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule at 45 C.F.R. § 164.501.
11. **Security Incident** shall have the meaning given to such phrase under the Security Rule at 45 C.F.R. § 164.304.
12. **Unsecured PHI** shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.F.R. § 164.402.
13. **Electronic Protected Health Information or ePHI** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. § 160.103.
14. **Electronic Media** shall have the same meaning given to such term in 45 C.F.R. § 160.103.
15. **Health Information Technology for Economic and Clinical Health (HITECH) Act**, as codified at 42 U.S.C. §§ 17921-17954.
16. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

It is agreed by and between the parties that:

1. **Uses and Disclosures of Protected Health Information.** Associate will use and disclose PHI only for those purposes necessary to perform its duties, obligations, and functions under the Contract, or as otherwise expressly permitted in this Agreement or as required by other law.
 - a. Associate will not use or further disclose any PHI in violation of this Agreement.
 - b. Associate may use PHI to perform data aggregation services as permitted by 45 C.F. R. § 164.504(e) (2) (i) (B).
 - c. Associate agrees that anytime it provides PHI received from Valleywise Health to a Contractor, its employees, subcontractor, or agent to perform Services for Valleywise Health, Associate first will enter into a contract with

such Contractor, employees, subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Agreement.

- d. If Associate maintains a Designated Record Set, Valleywise Health will provide Associate with copies of applicable policies and procedures, which the Associate will comply with as related to an individual's right to access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.
2. **Associate Use or Disclosure of Protected Health Information for its Own Purposes.** Associate may use or disclose PHI received from Valleywise Health for Associate's management and administration, or to carry out Associate's legal and contractual responsibilities. Associate may disclose PHI received from Valleywise Health to a third party for such purposes only if:
 - a. The disclosure is required by law; or
 - b. 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 Associate of any breaches in the confidentiality of the PHI.
 - c. Associate may use and disclose de-identified health information, if (i) the use is disclosed to Valleywise Health and permitted by Valleywise Health in its sole discretion, (ii) that the de-identification is in compliance with 45 C.F.R. § 164.502(d), and (iii) the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b).
 - d. Associate shall use and disclose PHI only to the extent reasonably necessary to accomplish the intended purpose of such PHI.
 3. **Safeguards.** Associate will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI not otherwise permitted in this Agreement.
 - a. Associate also will implement administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("e-PHI"), if any, that Associate creates, receives, maintains, and transmits on behalf of Valleywise Health.
 - b. Upon request of Valleywise Health, Associate will provide evidence to Valleywise Health that these safeguards are in place and are properly managed.
 4. **Reports of Improper Use or Disclosure of Secure or Unsecure Protected Health Information and of Security Incidents and Breaches.** Associate will report in writing to Valleywise Health any use or disclosure of PHI, including any breach, not permitted by the contract between Associate and Valleywise Health within five (5) days of Associate's learning of such use, disclosure, or breach or within five (5) days following the exercise of reasonable diligence would have known of the improper use, disclosure, or breach.
 5. **Mitigation of potential harmful effects.** Associate shall mitigate all potential harmful effects of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Immediately following the Associate's discovery of a Breach (or upon the Associate's reasonable belief that a Breach has occurred), Associate shall provide Valleywise Health with sufficient information to permit Valleywise Health to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq.
 - a. Specifically, if the following information is known to (or can be reasonably obtained by) the Associate, Associate will provide to Valleywise Health all available information that Valleywise Health is required to include in its notification to the individual pursuant to the Breach Notification Rule, including but not limited to:
 - i. contact information for individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, street address, phone number, email address);

- ii. a brief description of the circumstances of the Breach, including the date of the Breach, the date of discovery of the Breach, and the identity of who accessed and received the Unsecured PHI;
 - iii. a description of the types of unsecured PHI involved in the Breach (e.g., names, social security number, date of birth, address(s), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
 - iv. a brief description of what the Associate has done or is doing to investigate the Breach, mitigate harm to the individual impacted by the Breach, and protect against future Breaches; and
 - v. contact information for a liaison appointed by the Associate with whom Valleywise Health may ask questions and learn additional information concerning the Breach.
- b. Following a Breach, Associate will have a continuing duty to inform Valleywise Health of new information learned by Associate regarding the Breach, including but not limited to the information described in items (1) through (5), above.
- c. Associate also will report in writing to Valleywise Health any Security Incident (successful or unsuccessful) of which Associate becomes aware within five (5) business days of Associate learning of such use or disclosure.

Specifically, Associate will report to Valleywise Health any unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with system operations in an information system containing e-PHI of which Associate becomes aware, provided that:

- i. such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and
- ii. if the definition of "Security Incident" under the Security Standards is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify, or destroy e-PHI, the portion of this Section 5 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.

6. **Obligations Regarding Associate Personnel.** Associate will appropriately inform all of its employees, agents, representatives, members of its workforce, and Contractors, its employees, subcontractors, or agents of Associate ("Associate Personnel"), whose services may be used to satisfy Associate's obligations under the Contract and this Agreement of the terms of this Agreement. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this Agreement. Associate will maintain a system of sanction for any Associate Personnel who violates this Agreement.

7. **Access to Protected Health Information.**

- a. **Valleywise Health Access.** Within five (5) business days of a request by Valleywise Health for access to PHI received from Valleywise Health, Associate will make requested PHI available to Valleywise Health.
- b. **Patient Access.** If a Patient requests access to PHI directly from Associate, Associate will within five (5) business days forward such request in writing to Valleywise Health. Valleywise Health will be responsible for making all determinations regarding the grant or denial of a Patient's request for PHI and Associate will make no such determinations. Only Valleywise Health will release PHI to the Patient pursuant to such a request.

8. **Amendment of Protected Health Information.**

- a. **Valleywise Health Request.** Within five (5) business days of receiving a request from Valleywise Health to amend an individual's PHI received from Valleywise Health, Associate will provide such information to Valleywise Health for amendment. Alternatively, if Valleywise Health request includes specific information to be included in the PHI

as an amendment, Associate will incorporate such amendment within five (5) business days of receipt of the Valleywise Health request.

- b. **Individual Request.** If an individual makes a request for amendment directly to Associate, Associate will forward within five business days such request in writing to Valleywise Health. Valleywise Health will be responsible for making all determinations regarding amendments to PHI and Associate will make no such determinations.

9. **Accounting of Disclosures; Requests for Disclosure.**

- a. **Disclosure Records.** Associate will keep a record of any disclosure of PHI received from Valleywise Health that Associate makes to its employees, subcontractors, and agents, or other third parties other than:

- (1) Disclosures to health care providers to assist in the treatment of patients;
- (2) Disclosures to others to assist Valleywise Health in paying claims;
- (3) Disclosures to others to assist Valleywise Health in conducting its health care operations, as defined in 45 C.F.R. § 164.501; or
- (4) Disclosures made pursuant to an individual's Authorization.

Associate will maintain this disclosure record for six (6) years from the termination of this Agreement.

Associate also agrees to maintain necessary and sufficient documentation of Disclosures of Protected Health Information as would be required for Valleywise Health to respond to a request by an individual for an accounting of Disclosures, in accordance with 45 CFR 164.528.

- b. **Data Regarding Disclosures.** For each disclosure for which it is required to keep a record under paragraph 8(a), 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.

- c. **Provision to Valleywise Health.** Associate will provide to Valleywise Health its record of disclosures under paragraph 8(a), if any, within thirty days of each disclosure. Within five business days of receiving a notice from Valleywise Health of an individual's request for an accounting, Associate also will provide to Valleywise Health its disclosure record.

- d. **Patient Request to Associate.** If a Patient requests and accounting of disclosures directly from Associate, Associate will forward the request to Valleywise Health within five (5) business days of Associate's receipt of the request and will make its records of disclosures available to Valleywise Health as otherwise provided in this Section. Valleywise Health will be responsible to prepare and for delivery of the records of disclosure to the Patient. Associate will not provide an accounting of its disclosure directly to the Individual.

- 10. **Notice of Privacy Practices.** Valleywise Health shall provide Associate a copy of its Notice of Privacy Practices ("Notice") in accordance with 45 C.F.R. § 164.520 as well as any changes to the Notice. If the Valleywise Health Notice specifically affects Associate's use or disclosure of PHI, Valleywise Health shall inform Associate of the specific limitations. Associate shall abide by the limitations of the Valleywise Health Notice that affects its use or disclosure of PHI of which it has been specifically informed. Any use or disclosure permitted by this Agreement may be amended by changes to the Valleywise Health Notice if Valleywise Health specifically informs Associate of the amendment: provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Associate relied prior to receiving notice of such amended Notice.

11. Access to Books and Records.

- a. **Valleywise Health Access.** Associate will, within five (5) business days of Valleywise Health written request, make available during normal business hours at Associate's offices, all records, books, agreements, policies, and procedures relating to the use or disclosure of PHI received from Valleywise Health for the purpose of allowing Valleywise Health or its agents or auditors to determine Associate's compliance with this Agreement.
- b. **Government Access.** Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Associate on behalf of, Valleywise Health available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client, or other legal privilege will be deemed waived by Associate or Valleywise Health as a result of this Section.

12. Termination. Valleywise Health may immediately terminate the Contract, if any and this Agreement upon written notice to Associate if Valleywise Health determines that the Associate or subcontractor(s) or agent(s) of Associate has breached a material term of this Agreement. Alternatively, Valleywise Health may elect to provide Associate with written notice of Associate's or subcontractor(s)' or agent(s)' of Associate breach of any term or condition of this Agreement and afford Associate the opportunity to cure the breach to the satisfaction of Valleywise Health within thirty (30) days of the date of such notice. If Associate fails to timely cure the breach, as determined by Valleywise Health at its sole discretion, Valleywise Health may terminate the Contract and this Agreement.

13. Return or Destruction of Protect Health Information.

- a. **Return of PHI; Destruction.** Within thirty (30) days of termination of the Contract or this Agreement, Associate will return to Valleywise Health all PHI received from Valleywise Health or created or received by Associate on behalf of Valleywise Health that Associate maintains in any form or format. Associate will not maintain or keep in any form or format any portion of such PHI. Alternatively, Associate may, upon Valleywise Health written consent, destroy all such PHI and provide written documentation of such destruction. The requirement to return or destroy such PHI will apply to all agents or subcontractors of Associate. Associate will be responsible for recovering any PHI from such agents or subcontractors. If Associate cannot obtain the PHI from any agent or subcontractor, Associate will so notify Valleywise Health and will require that such agents or subcontractors directly return PHI to Valleywise Health or otherwise destroy such PHI, subject to the terms of this Section.
- b. **Alternative Measures.** If Associate believes that returning or destroying PHI at the termination of the Contract or this Agreement is infeasible, it will provide written notice to Valleywise Health within five (5) business days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Associate believes makes the return or destruction of PHI infeasible and the alternative measures that Associate recommends for assuring the continued confidentiality and security of the PHI. Valleywise Health promptly will notify Associate of whether it agrees that the return or destruction of PHI is infeasible. If Valleywise Health agrees that return or destruction of PHI is infeasible, Associate agrees to extend all protections, limitations, and restrictions of this Agreement to Associate's use or disclosure of PHI retained after termination of this Agreement and to limit further uses or disclosures to those purposes that make the return or destruction of the PHI infeasible. Any such extended protections, limitations and restrictions will apply to any agents or subcontractors of Associate for whom return, or destruction of PHI is determined by Valleywise Health to be infeasible. If Valleywise Health does not agree that the return or destruction of PHI from Associate or its agents or subcontractors is infeasible, Valleywise Health will provide Associate with written notice of its decision, and Associate, its agents and subcontractors will proceed with the return or destruction of the PHI pursuant to the terms of this Section within fifteen (15) days of the date of Valleywise Health notice.

14. **Restrictions on Use or Disclosure of Protected Health Information.** If Valleywise Health advises Associate of any changes in, or restrictions to, the permitted use or disclosure of PHI received from Valleywise Health, Associate will restrict the use or disclosure of such PHI consistent with the Valleywise Health instructions.
15. **Mitigation Procedures.** Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from Valleywise Health in a manner contrary to this Agreement or the Privacy Standards.
16. **Compliance with the HITECH Act.** Associate will comply with the requirements of Title XII, 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 Associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations.
 - a. Associate will also comply with Section 13402 of the HITECH Act, codified at 42 U.S.C. § 17932, and with all regulations issued by HHS to implement this statute, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations. Associate will make a report to the Valleywise Health of any breach of unsecured protected health information, as required by 42 U.S.C. § 17932(b), within five (5) business days of Associate's discovery of the breach. Associate will indemnify Valleywise Health for any reasonable expenses Valleywise Health incurs in notifying individuals of a breach caused by Associate or its subcontractors or agents.
17. **Miscellaneous.**
 - a. **Compliance with Laws.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Should such developments occur, and upon either Party's good faith request, the other Party agrees to enter good faith negotiations concerning the terms of an amendment to this Agreement.
 - b. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards and Security Standards issued by the Department of Health and Human Services and other applicable state or federal laws, rules and regulations as amended from time to time.
 - c. **No 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.
 - d. **Assignment of Rights and Delegation of Duties.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed. Notwithstanding any provisions to the contrary, however, Valleywise Health retains the right to assign or delegate any of its rights and obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.
 - e. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
 - f. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards and Security Standards, 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.
- h. **Written Agreement.** This Agreement is considered as an integral part of the underlying Contract and is incorporated as though fully set forth within the Contract. This Agreement will govern in the event of conflict or inconsistency with any provision of Contract.
- i. **Choice of Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Arizona, without regard to applicable conflict of law principles.
- j. **Counterparts.** 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.
- k. **Facsimile and Electronic Signatures.** Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- l. **Notices.** Any notices required under this Agreement will be sent to the parties at the following address by first class mail, fax, or hand delivery:

Valleywise Health
2601 East Roosevelt Street
Phoenix, AZ 85008-6092
602.344.1497
602.344.1813 (Fax)

BUSINESS ASSOCIATE AGREEMENT
FOR RELEASE OF INFORMATION TO THIRD PARTIES

1. _____ (“Associate”) is a business associate of Maricopa County Special Health Care District, d.b.a. Valleywise Health pursuant to the Agreement between Associate and Valleywise Health dated _____ (“Agreement”). Pursuant to that Agreement, Associate is required to comply with the requirements for the use and handling of Protected Health Information (“PHI”) from Valleywise Health as set forth in the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. 164.501 et. seq. as amended from time to time (“Privacy Standards”).
2. Associate is permitted to disclose PHI to _____ (“Recipient”) for the necessary management and administration of Associate and to carry out the legal responsibilities of the Associate, provided that Recipient provides Associate with the following assurances for Recipient’s use and disclosure of PHI.
3. Associate seeks to disclose PHI to Recipient for the following management, administration, or legal responsibilities of Associate:
4. The disclosure of PHI to Recipient is conditioned upon Recipient’s assurance that, and Recipient agrees that it will:
 - a. Hold the PHI confidentially and make no re-disclosure to any third party without Associate’s express advance written consent;
 - b. Use or disclose the PHI only as required by law or for the purposes set forth above; and
 - c. Notify Associate in writing of any breaches in the confidentiality of the PHI within three days of discovery of any such breach.

ASSOCIATE

RECIPIENT

SIGNATURE

DATE

SIGNATURE

DATE

PRINT NAME AND TITLE.

PRINT NAME AND TITLE