MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
MARICOPA INTEGRATED HEALTH SYSTEM

PROSTHETICS & ORTHOTICS SERVICES AND
EQUIPMENT

90-17-054-RFP

DATE OF ISSUE: OCTOBER 12, 2016

DEADLINE FOR INQUIRIES: OCTOBER 24, 2016 @ 9:00 AM PHOENIX, AZ. TIME

DATE & TIME PROPOSALS DUE: NOVEMBER 1, 2016 @ 10:00 AM PHOENIX, AZ. TIME
OFFER AND ACCEPTANCE

Request for Proposal No: 90-17-054-RFP

Material and/or Services: Prosthetics and Orthotics Services and Equipment.

Location: Maricopa Integrated Health Systems Contracts Administration
Mailing Address: 2611 E. Pierce, 2nd Floor, Phoenix, AZ 85008

By signing below, the Proposer hereby certifies that:

They have read, understand, and agree that acceptance by MIHS 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 MIHS 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 MIHS have been received by the person/organization below. All amendments are signed and returned with the Proposal.
☐ No amendments have been received.

Proposal are valid for 180 days from the date of submission.

Vendor Offer

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Contractor FEIN/SSM:</th>
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<table>
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<tr>
<th>Company Account Manager</th>
<th>Payment Terms: net 45 days</th>
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<tbody>
<tr>
<td>Address</td>
<td>City</td>
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Authorized Signature       Typed Name       Title       Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For MIHS 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. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Purchase Order.

Attested by:

Kris Gaw, MBA
Chief Operating Officer
Date: ________________________________
Contract Number: 90-17-054-1

This is NOT a Purchase Order

Contract Term:

Effective Date:
Expiration Date
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NOTICE OF SOLICITATION
SOLICITATION #: 90-17-054-RFP

PROSTHETICS & ORTHOTICS SERVICES AND EQUIPMENT

Maricopa County Special Health Care District dba Maricopa Integrated Health System (MIHS) hereby solicits sealed proposals from qualified Proposers to provide Orthotics and Prosthetics Services and Equipment.

A Request for Proposal document may be obtained at:

MIHS web site: http://www.mihs.org/about-mihs/procurement/open-procurements

NO PROPOSERS CONFERENCE WILL BE HELD

Written questions concerning this Request for Proposal package should be addressed to Mary Hammer, CPPB no later than November 1, 2016 @10:00 AM Phoenix, Arizona Time. Questions may be submitted to Mary Hammer, CPPO via e-mail at Mary.Hammer@MIHS.org. Inquiries must be in writing. No oral communication is binding on MIHS. Answers to the written questions submitted by Proposers concerning the RFP will be provided in the form of an Addendum via the MIHS website. It is the responsibility of all potential Proposers to check the MIHS web site for any Addendums to the RFP and to ensure signed Addenda are included in their response to the Solicitation.

Completed and sealed proposals, including one (1) original, Five (5) hard copies and one (2) soft copy of a scanned copy of the completed and signed original Proposal in Adobe PDF Searchable format on CD or flash drive, must be physically in the possession of Contracts Management at the address above no later than November 1, 2016 @ 10:00 AM Phoenix, Arizona Time. It is strongly suggested that the selected delivery method will ensure receipt by Contracts Management before the deadline. Proposers assume all risk associated with deliveries of proposals. At 10:05AM, Phoenix, Arizona Time, the names of firms or individuals submitting proposals will be announced. No other public disclosure will be made until after award of a contract.

This announcement does not commit MIHS to award a contract or to pay any costs incurred in the preparation of proposals. MIHS reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. MIHS reserves the right to award more than one contract based upon the Proposal(s) most advantageous to the Maricopa Integrated Health System, price and other factors considered. The contract is scheduled for award for the initial term of two (2) years with the option to extend for additional periods up to a maximum contract term of five (5) years. The MIHS Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Full text of the MIHS Procurement Code may be found at the following link:
http://www.mihs.org/about-mihs/procurement/open-procurements

MIHS reserves the right to award this contract in whole or in part to one or more contractors. MIHS 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 MIHS Information

Maricopa Integrated Health System (MIHS), a special healthcare district and political subdivision of the State of Arizona, includes Maricopa Medical Center (MMC), the Arizona Burn Center, the Comprehensive Healthcare Center, the Arizona Children’s Center, the 7th Avenue Walk-In Clinic, 11 community-oriented family health centers, and an attendant care program. MIHS also is a premier training center for Arizona’s physicians. Our medicine, surgery, pediatrics, and OB/GYN programs, in particular, contribute to the body of knowledge of patient care.

MIHS 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. MIHS is committed to giving culturally appropriate, sensitive medical care and helping its patients live healthier lives. Annually, MIHS has over 17,000 inpatient admissions and over 450,000 outpatient and ambulatory visits.

Maricopa Medical Center (MMC) is a 325-bed licensed, full-service hospital, which includes a level one adult and pediatric trauma center. Over 67,000 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. MIHS’ Arizona Children’s Center features a 31-bed Neonatal Intensive Care Unit that provides critical inpatient services for babies transported across the Southwest. Specialty care is offered at our Comprehensive Healthcare Center, a multi-specialty care clinic located at the MMC campus.

MIHS has 11 Family Health Centers throughout the Valley. The professional medical staff at all 11 centers are trained and certified in primary care and focus on the treatment of both adults and children. Many of MIHS’ Family Health Centers provide all health care needs in one location, including primary care, dental care, and pharmacy services.

Desert Vista Behavioral Health Center is a 126-bed licensed hospital that provides behavioral health care and psychiatric services. Additional behavioral health services are provided on the MMC campus in a 68 bed licensed facility.
2.0 SCHEDULE OF EVENTS
The time frame for the procurement under this RFP is as follows:

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<tr>
<td>Notice of Solicitation Issued</td>
<td>October 12, 2016</td>
</tr>
<tr>
<td>Deadline for Written Questions</td>
<td>October 24, 2016 @ 9:00 AM Phoenix, AZ. Time</td>
</tr>
<tr>
<td>Proposer’s Conference</td>
<td>No Conference</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>November 1, 2016 @ 10:00 AM Phoenix, AZ. Time</td>
</tr>
</tbody>
</table>

MIHS reserves the right to deviate from this schedule.
3.0 WORK STATEMENT

3.1 SERVICE GOAL

MIHS is seeking proposals from provider(s) to meet our patient’s needs for durable medical equipment, prosthetic and orthotics services. Currently, MIHS’ Ortho and General Clinic provides general and orthopedic trauma, hand, sports medicine, foot and ankle services for persons of all ages. The clinic’s hours of operation are from 8:00am to 5:00pm, Monday to Friday. Annually, the Ortho clinic has approximately 6,000 visits. In addition to the Ortho and General Clinic, MIHS has Arizona’s only nationally verified burn center. Maricopa Integrated Health System’s comprehensive Arizona Burn Center is the leading provider of emergency services to adult and pediatric burn patients from across the southwestern United States and northern Mexico. MIHS’s Arizona Burn Center, is one of the busiest burn centers in the United States, seeing over 5,000 patients annually, and boasts a survival rate of more than 97 percent. It is nationally recognized for its top-ranked burn care and research.

The goal of this service is to provide timely and high quality durable medical equipment, prosthetic and orthotic services (collectively “DME”) to MIHS patients in order to restore and/or maintain the highest quality of life possible. In addition to this, the provider is requested to provide an on-site full time casting technician as described within this RFP at no additional charge.

3.2 GENERAL SERVICES (as a minimum)

The selected provider(s) will work under the direction of the MIHS designated representatives. The provider(s) will provide the required comprehensive supplies/equipment and/or services with the objective to develop a strategic partnership with provider(s) to meet our patients’ needs for durable medical equipment, prosthetic and orthotics services.

3.3 Service Requirements

The qualified provider(s) must meet some or all of the following criteria:

- Have local presence in the Phoenix Metropolitan area.
- The Contractor shall provide custom patient fitting(s), adjustment(s), invoicing and billing directly to the patient for Prosthetic and Orthotic Devices.
- The Contractor must provide off-the-shelf prosthetic and orthotic Devices for MIHS in-patients as well as out-patient clinics.
- Contractor shall provide a full time Casting Technician (“cast tech”) to service the CHC and Maricopa Medical Center at no extra cost to MIHS. This cast tech will be onsite at MIHS five (5) days totaling 40 hours a week to provide orthotic products/supplies/services & assistance in casting services to in & out patient at Maricopa Medical Center and to all clinics at the CHC. These casting services will include but are not limited to:
  - Taking a splint off and/or putting a splint on
  - Taking a cast off and/or putting a cast on
  - Remove Sutures, Staples and/or Pins
- Upon request by MIHS Contractor shall provide a Contract cast tech to provide 100%
coverage for the MIHS cast tech responsibilities at an agreed service rate to cover the duties of the MIHS cast tech when said cast tech is taking vacation, sick, etc.

- Provider must maintain inventory levels that meet MIHS requirements
- Provider must provide MIHS with after hour emergency phone number.
- Provider shall respond to MIHS (be present at physical location) within 30 minutes after receipt of phone call for any after hour, weekend or holiday emergencies, in some cases, DME must be delivered within 30 minutes from receipt of MIHS notice.
- Provider will offer custom DME products.
- Provider must provide for DME needs including for burn and pediatrics patients.
- Provider must bill patient directly (MIHS will not reimburse contractor for any/all DME supplies/equipment, etc.).
- Provider must have an American Board for Certification in Orthotics, Prosthetics & Pedi orthotics Certified practitioners providing prosthetics & orthotics services including but not limited to measurement, design, fabrication, fitting and alignment.
- Provider must assign certified practitioners to work with MIHS physicians in placement of devices in operating rooms.
- In conjunction with applicable HIPAA regulations, Provider must enter into a Business Associate Agreement that allows for access of all information and recommendations as prescribed by law.
- Provider must ensure that a background check has been conducted for all on-site personnel to detect evidence of past misconduct involving abuse, mistreatment and/or neglect of patients or residents entrusted to their care/services. Upon request, the Provider must provide the Facility with a statement to verify that a background check has been completed on all personnel performing services under the agreement.
- The Provider must ensure no record, past history or current state or federal action exists for consideration of exclusion from participation in the Medicare or Medicaid programs.
- The Provider must ensure each employee who performs work at the Facility(s) meets the requirements set forth in this solicitation.
- The Provider must ensure that on-site personnel wear proper attire, to include an identification badge, and attend MIHS NEO training if necessary.
- The Provider must maintain all appropriate licenses and certifications as required by State of Arizona agencies with licensing or other regulatory jurisdiction. Contractor will maintain, show proof of and give immediate notice of revocation and suspensions to the Contract Specialist immediately.
- The Provider must make all in-patient assessments, deliveries and fittings directly to the patient’s room.

3.4 DME Products Requirements

The qualified provider must be able to provide the following/but not limited to the products listed below. Additional requirements will be requested on an as needed basis.

- Telescoping knee braces with hinges
- Wrist Velcro brace
- Cam boot
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- Humeral fracture braces
- Hinged elbow braces
- Knee immobilizers
- AFO style braces
- Amputation products
- Halo
- Vest
- Halo-vest combination
- TLSO Brace
- Foot drop splints
- Miami J C collar
- Helmets (for crani’s)
- AFO (ankle foot orthotics)
- Splints – airplane, hand neck, etc.
- Pressure garments
- Cervical, collar, semi-rigid, thermoplastic for a, two piece off-the-shelf
- TLso, Triplanar Control, Two Piece Rigid Plastic
- Knee orthosis, adjustable knee joints prefabricated, off the shelf
- Ankle Foot Orthosis, Tibial Fracture Orthosis, Rigid, Prefabricated.
- Surgical Boot/Shoe
- Shoulder orthosis, acromio/clavicular prefabricated, off-the-shelf.
- Walking boot, pneumatic and/or vacuum, with or without joints, off the shelf.
- Immediate Post-Surgical, Non-Weight Bearing Rigid Dressing, Below Knee.
- Application of Non-Weight Bearing Rigid dressing, above knee.
- Application of Non-Weight Bearing Rigid dressing, below knee.
- Static or dynamic ankle foot orthosis, off-the-shelf.
- Elbow Orthosis, With Adjustable Position Locking Joint(s), Prefabricated
- Plastazote Sandal, Each
- Hip orthosis, abduction control of hip joints, flexible (pavlik harness), prefabricated.

### 3.5 MIHS May do the following:

**A.** In the past MIHS has maintained a “supply locker” for durable medical equipment, which is stocked by the provider. Products in the supply locker are on consignment until used. MIHS may consider allowing the Provider the ability to keep their DME supplies in the supply locker if adequate space is determined to be available by MIHS.

**B.** If MIHS is able to provide a “supply locker” for the DME Provider the DME Provider will determine the inventory level to ensure there is adequate stock meeting MIHS needs.

**C.** MIHS does have limited trained staff to fit some but not all DME equipment. Training may be required on some products (there is no charge for the training) for MIHS staff. POP will have to provide its ABC certified staff to fit DME products when needed.

**D.** Upon request, MIHS may assist in obtaining patient’s insurance information for Provider.
The District reserves the right to add or delete services associated with this solicitation, and the subsequent contract(s), as needed by the District.

**MINIMUM PERFORMANCE MEASURES**

<table>
<thead>
<tr>
<th>Measure</th>
<th>Standard</th>
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<tbody>
<tr>
<td>Number of patients accurately fitted with device within one hour.</td>
<td>Greater than 97%</td>
</tr>
<tr>
<td>Has accurate inventory available on site (if Supply Locker is available)-In store if Supply Locker is unavailable.</td>
<td>99%</td>
</tr>
<tr>
<td>Provide full time casting technician as described within the RFP.</td>
<td>100%</td>
</tr>
<tr>
<td>Providers Casting Technician is efficient, professional and respectful to all persons.</td>
<td>100%</td>
</tr>
<tr>
<td>Casting Technician reports to MIHS on time and ready for work.</td>
<td>100%</td>
</tr>
<tr>
<td>Casting Technician is appropriately dressed while at MIHS.</td>
<td>100%</td>
</tr>
<tr>
<td>Casting Technician will perform work in accordance with all MIHS policies and procedures.</td>
<td>100%</td>
</tr>
<tr>
<td>If Providers Casting Technician is unavailable, an equal person will fill in without any downtime to MIHS</td>
<td>100%</td>
</tr>
<tr>
<td>Providers Casting Technician will assist MIHS Technician as requested.</td>
<td>100%</td>
</tr>
<tr>
<td>Meets on-site emergency, after-hour and weekend time requirements.</td>
<td>99%</td>
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4.0 EVALUATION CRITERIA AND PROCESS

Phase I

4.1 Proposal Review Process

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

4.2 Proposal Evaluation

MIHS’ Evaluation Committee will evaluate all proposals based on the criteria described below:

- **Firm’s Qualifications (Attachment B) (Maximum 300 Points)**
  This will include a thorough and detailed review of the submitted Organizational Information.

- **Quality of Professional References and Past Performance (Attachment C) (Maximum 150 Points)**
  This will include a thorough and detailed review of the submitted Professional References and Past Performance.

- **Pricing (Attachment E) (Maximum 200 Points)**
  This will include a thorough and detailed review of the Proposer’s pricing. Although price will be a factor in proposal evaluation, MIHS reserves the right to accept other than the lowest priced proposal.

- **Response to RFP Requirements (Attachment F) (Maximum 250 Points)**
  This will include a thorough and detailed review of the responses to the Work Statement specifications, the quality, completeness, accuracy and level of detail of the Proposal and that the Proposer demonstrates and understands the concepts and requirements of the RFP. Clarity of expression, succinctness of response will also be evaluated.

- **Compliance with RFP Requirements and Contract Provisions (Attachment G) (Maximum 100 points)**
  This will be reviewed and scored based on the Proposer’s exceptions to the RFP Requirements and Contract Provisions. Proposals that accept the RFP Requirements and Contract Provisions as is will receive the maximum points allotted for this
MIHS 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)

Phase II

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. MIHS 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. The initial scores to create the shortlist will not be added to the interview scores.

- **Finalist Proposer Team Interview (Maximum 500 Points)**
  MIHS may provide interview questions in advance to Proposers. MIHS’ 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 MIHS staff. MIHS may also ask Proposers to submit written responses to some questions in advance of the interviews.

- **Strategic Fit (Maximum 500 Points)**
  MIHS will evaluate proposed solutions based on overall best fit with MIHS 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 MIHS’ due diligence process. MIHS’ 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

MIHS 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 MIHS.

MIHS 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

MIHS 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 MIHS to conduct further discussions or change MIHS’ 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 MIHS 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 MIHS 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 (2) soft copy of a scanned copy of the completed and signed original Proposal in Adobe Searchable PDF format on CD or flash drive with One (1) original and Five (5) hard copies of the Proposal must be submitted with the attachments in the following order and labeled as follows. The original must be labeled as such.

- Offer and Acceptance
- Table of Contents
- Authorization to Submit Proposal and Required Certifications (Attachment A)
- Organizational Information (Attachment B)
- Professional References (Attachment C)
- Intentionally left blank (Attachment D)
- 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)
- 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 Additional Information (Attachment D)

Proposers must provide the information requested in Attachment D

5.7 Proposer’s Pricing (Attachment E)

Attachment E is to be used by the Proposer to specify their proposed rates for Prosthetics & Orthotics Services and Equipment as well as hourly billing rate for casting technician to cover for vacation, sickness, etc., as defined in the solicitation.

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 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.

MIHS will not be held accountable if material from responses is obtained by parties other
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 MIHS, 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 MIHS separately from the Proposal will not be accepted. Any Addenda to this solicitation will be posted on the Maricopa Integrated Health System Web Site under the Solicitation number. [http://www.mihs.org/about-mihs/procurement/open-procurements](http://www.mihs.org/about-mihs/procurement/open-procurements)

5.13 Proposer’s Inquiries

All Questions related to the content and requirements of this solicitation may be submitted to Mary Hammer, CPPO via e-mail at Mary.Hammer@mihs.org. For a question to be considered, the subject line of any email must state the following: **RFP No. 90-17-054-RFP Questions.** Questions should be succinct and must include the submitter’s name, title, company name, company address, email address and telephone number. Direct contact with any MIHS personnel associates with this procurement other than the Procurement Officer (Mary Hammer, CPPO), 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 MIHS, 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 MIHS. Questions will be accepted up until October 24, 2016 @ 9:00 AM Phoenix, Arizona Time.

5.14 Submission of Proposal

Complete and sealed submissions must be delivered with the Solicitation Number (90-17-054-RFP) clearly visible on the outside of the parcel. Completed and sealed proposals, including Two (2) soft copy on CD or flash drive in PDF Searchable format, as well as one original and Five (5) hard copies must be delivered to the location specified below. Sealed parcels must be physically in the possession of MIHS Contracts Management, 2611 East Pierce Street, 2nd Floor, Phoenix, AZ 85008-6092 by November 1, 2016 @ 10:00 AM Phoenix, Arizona Time. **PROPOSALS RECEIVED AFTER THIS TIME AND DATE 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 **Proposal Opening**

Proposals will be opened publicly 5 minutes after the Proposal due date and time. The name of each proposer will be read aloud and recorded, but no other information contained in the Proposals will be disclosed. Proposals will not be available for public inspection until after Contract Award.

5.16 **Rights of MIHS**

MIHS 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 the its best interest to do so.

5.17 **Cooperative Purchasing**

MIHS has entered into Cooperative Purchasing arrangements including with the State of Arizona and the Strategic Alliance for Volume Expenditures (SAVE). SAVE 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 MIHS is also a participant, may utilize the services of a contract resulting from a solicitation issued by MIHS. 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, MIHS 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 MIHS 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 MIHS 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 MIHS have been received by the person/organization below. All amendments are signed and returned with the Proposal.
☐ No amendments have been received.

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.
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 email address: _____________________________________________________

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: ADDITIONAL INFORMATION

1) Please provide a detailed summary on how your organization will meet the above referenced requirements.

2) Describe the overall DME services available from your organization.

3) As Arizona’s only regional burn center and the second largest in the nation, MIHS’ Arizona Burn Center is actively involved in research studies including techniques to improve burn care. If selected as MIHS DME partner, how will your organization add value to MIHS research studies as well as overall value?

4) Describe your organization’s service timelines including custom order, and emergency services.

5) MIHS is committed to providing medical care for all that enter its doors. Many of the patients face major challenges, such as lack of health insurance. As a public healthcare provider, MIHS has limited funds available to meet the needs of these patients. How will you address this challenge with MIHS in meeting the DME requirements for this group of patients?

6) If applicable, describe your organization’s outreach programs for DME.

7) In exchange for workspace and storage in the CHC Ortho Clinic plus assistance from MIHS staff with the application of Contractors appliances, Contractor will provide a full time Casting Technician (“cast tech”) to service the CHC and Maricopa Medical Center at no extra cost to MIHS. This cast tech will be onsite at MIHS five (5) days totaling 40 hours a week to provide orthotic products/services & assistance in casting services to patients at Maricopa Medical Center and to all clinics at the CHC. These services will include but are not limited to:
   a) Taking a splint off and/or putting a splint on
   b) Taking a cast off and/or putting a cast on
   c) Remove Sutures, Staples and/or Pins
   d) Upon request by MIHS, Contract cast tech will be available to cover the MIHS cast tech responsibilities at an agreed service rate to cover the duties of the MIHS cast tech when said cast tech is taking vacation, sick, etc.

8) MIHS is interested making a DME price list available to the self-pay, uninsured patients at time of visit, to assist them deciding on treatment options. In items a & b below, please enter the appropriate pricing and payment options do you have available for these patients?
   a) For a non-exclusive contract with MIHS cash pay would receive a __% discount off Medicare allowable and MIHS would receive a __% discount off Medicare allowable.
   b) For an exclusive contract with MIHS cash pay would receive a __% discount off Medicare allowable and MIHS would receive a __% discount off Medicare allowable.

9) For our Burn Center, it is critical that the patients receive DME device (such as splints, garments, dynamic devices) in a timely manner. What is your typical turnaround time for these products? How will you address out of stock items?
ATTACHMENT D: ADDITIONAL INFORMATION

SERVICE NAME: 90-17-054-RFP

10) DME may be requested by MIHS departments. Describe your best method of approach delivering the services to these patients.

A. Outpatient for Maricopa Medical Center: Provide DME equipment to patients prior to discharge. Equipment is to be provided to those patients upon discharge or immediately preceding (as defined by the Medicare regulations, i.e. the two day rule) who will not be able to timely arrange for supplies from a DME supplier.

B. Inpatient Burn/Trauma for Maricopa Medical Center DME for burn/trauma inpatients will be provided at MIHS.

C. Outpatient Burn/Trauma for Maricopa Medical Center

D. Outpatient Burn for the Burn Clinic

E. Inpatient for Maricopa Medical Center

F. Outpatient Prosthetics and Orthotics Clinic, Outpatient Ortho and Surgery Clinic in the Comprehensive Healthcare Clinic

G. Outpatient Emergency Room for Maricopa Medical Center

11) **Braces and orthotics services** – please describe in detail your braces and orthotics services.

12) **Artificial Limbs and prosthetics Services** – please describe in detail your artificial limbs and prosthetics services.

13) **Reports**

MIHS needs a complete an itemized report listing all services rendered to patients regardless of source of payment on a monthly basis. Please describe your reporting capabilities and provide examples if possible.

14) **Insurance Network**

Please list your contracted insurance companies.

______________________________  ________________________________
Printed Name of Authorized Individual  Name of Submitting Organization

______________________________  ________________________________
Signature of Authorized Individual  Date
ATTACHMENT E: PRICING

The document is to be used by the Proposer to specify proposed rates for Prosthetics & Orthotics Equipment and Services. Rate quotes are to be provided for the initial contract term.

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

The document is to be used by the Proposer to specify proposed rates for Prosthetics & Orthotics Services and Equipment as outlined in this RFP.

The provider(s)/contractors shall be responsible for seeking payment from the patients’ insurance company for services, which includes obtaining prior authorizations for such DME & services as required for the provider(s) to receive payment from the patients’ insurance company, MIHS shall not be responsible for payment.

The pricing table format below shall remain firm-fixed for one year (date of contract award begins the one year). Pricing shall include the cost for any associated labor associated that may be required. Columns should not be altered; however, additional rows to capture specific detail may be added. Supplementary documentation may also be provided.

Please provide price quote for the following items:

<table>
<thead>
<tr>
<th>Item</th>
<th>HCPCS</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TLO 2 shells, rigid/sternal/liner; protective body sock</td>
<td>L0486/L0984</td>
<td></td>
</tr>
<tr>
<td>Halo with Plastic Vest</td>
<td>L0810</td>
<td></td>
</tr>
<tr>
<td>Halo Replacement Liner/Interface</td>
<td>L0861</td>
<td></td>
</tr>
<tr>
<td>Halo, Addition, MRI compatible system</td>
<td>L0859</td>
<td></td>
</tr>
<tr>
<td>Protective Body Sock</td>
<td>L0984</td>
<td></td>
</tr>
<tr>
<td>Halo Sheepskin Liner</td>
<td>L1499</td>
<td></td>
</tr>
<tr>
<td>Walking boot, pneumatic</td>
<td>L4360</td>
<td></td>
</tr>
<tr>
<td>Knee orthosis w/ adj. joints</td>
<td>L1832</td>
<td></td>
</tr>
<tr>
<td>Walking splint</td>
<td>L4386</td>
<td></td>
</tr>
<tr>
<td>Miami J Collar/Liner</td>
<td>L0174/L1499</td>
<td></td>
</tr>
<tr>
<td>Knee orthosis w/ adj. joints/ Condylar pad/knee control</td>
<td>L1832/L2810</td>
<td></td>
</tr>
<tr>
<td>Knee orthosis, adjustable knee joints prefab, off the shelf</td>
<td>L1833</td>
<td></td>
</tr>
<tr>
<td>Shoulder orthosis, acromio/clavicular prefab, off-the shelf</td>
<td>L3670</td>
<td></td>
</tr>
<tr>
<td>Pressure garments (interim )</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pressure garments (custom)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laser-scanned face masks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate for Casting Technician (includes mileage etc.) The hourly rate is for the times the MIHS casting tech is sick, on vacation, etc.</td>
<td>Hourly Billing Rate</td>
<td>$</td>
</tr>
</tbody>
</table>

*The list above is for price comparison purpose only. It does not represent a complete list of MIHS’ DME requirements. Upon successful negotiations with Proposer(s), pricing information will be inserted into the contract.

Printed Name of Authorized Individual ________________________________ Name of Submitting Organization ________________________________

Signature of Authorized Individual ________________________________ Date ________________________________

MIHS’ 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: 

___________________________________________________________________________

____________________________________________________________________________________

This Proposal is valid for 180 days from the date of submission.

I hereby certify that I acknowledge acceptance of the rates for the initial contract period of Two years after award:

I hereby certify that I acknowledge acceptance of the rates for the initial contract term.

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 MIHS 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.
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 MIHS 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 MIHS’ Contract Provisions and:

☐ I accept them

☐ I have stated my exceptions and have included them in this proposal.

________________________________________________________________________
Printed Name of Authorized Individual                                           Name of Submitting Organization

________________________________________________________________________
Signature of Authorized Individual                                             Date
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 Maricopa Integrated Health System or his/her designee.

**Comprehensive Health Center (CHC)** means the Family Health Center, located on the Maricopa Medical Center campus, which provides outpatient primary and specialty care services.

**Contract** means this document and all its Agreements and amendments, including where applicable, contractors/respondents proposal.

**Contractor/Proposer** 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 Maricopa Integrated Health System.

**Desert Vista** means the stand-alone mental health facility located at 570 West Brown Road, Mesa, Arizona 85207, owned and operated by Maricopa Integrated Health System.
Family Healthcare Centers (FHC) means one or more of the 12 facilities listed below:

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avondale FHC</td>
<td>950 East Van Buren, Avondale, AZ 85323</td>
<td>(623) 344-6800</td>
</tr>
<tr>
<td>Chandler FHC</td>
<td>811 South Hamilton, Chandler, AZ 85225</td>
<td>(480) 344-6100</td>
</tr>
<tr>
<td>Comprehensive Health Ctr.</td>
<td>2525 East Roosevelt Street, Phoenix, AZ 85008</td>
<td>(602) 344-5407</td>
</tr>
<tr>
<td>El Mirage FHC</td>
<td>12428 West Thunderbird, El Mirage, AZ 85335</td>
<td>(623) 344-6500</td>
</tr>
<tr>
<td>Glendale FHC</td>
<td>5141 West LaMar, Glendale, AZ 85301</td>
<td>(623) 344-6700</td>
</tr>
<tr>
<td>Guadalupe FHC</td>
<td>5825 East Calle Guadalupe, Guadalupe, AZ 85283</td>
<td>(480) 344-6000</td>
</tr>
<tr>
<td>Maryvale FHC</td>
<td>4011 North 51st Avenue, Phoenix, AZ 85031</td>
<td>(623) 344-6900</td>
</tr>
<tr>
<td>McDowell FHC</td>
<td>1144 East McDowell Road, Phoenix, AZ 85006</td>
<td>(602) 344-6550</td>
</tr>
<tr>
<td>Mesa FHC</td>
<td>59 South Hibbert, Mesa, AZ 85210</td>
<td>(480) 344-6200</td>
</tr>
<tr>
<td>Sunnyslope FHC</td>
<td>934 West Hatcher Road, Phoenix, AZ 85021</td>
<td>(602) 344-6300</td>
</tr>
<tr>
<td>Seventh Avenue FHC</td>
<td>1201-1205 South 7th Avenue, Phoenix, AZ 85007</td>
<td>(602) 344-6600</td>
</tr>
<tr>
<td>South Central FHC</td>
<td>33 West Tamarisk Avenue, Phoenix, AZ 85041</td>
<td>(602) 344-6400</td>
</tr>
<tr>
<td>Pendergast FHC</td>
<td>10550 W. Mariposa St., Phoenix, AZ 85037</td>
<td>(602) 344-6800</td>
</tr>
</tbody>
</table>

**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, MIHS, 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.

**Maricopa Integrated Health System (MIHS)** means Maricopa Medical Center (MMC), the Comprehensive Healthcare Center (CHC), Desert Vista, the Family Healthcare Centers (FHCs), the MIHS Urgent Care Clinic and any other health care related facility owned or operated by MIHS. MIHS is synonymous with the Maricopa County Special Health Care District.

**Maricopa Medical Center (MMC)** means the hospital component of MIHS located at 2601 East Roosevelt, Phoenix, Arizona 85008.
MIHS Urgent Care Clinic (UCC) means the Urgent Care Clinic located at 1201 S. 7th Avenue, Phoenix, Arizona 85007.

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

Payer means any party other than MIHS and Contractor who is obligated to make payments to MIHS 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 MIHS and a Payer or funder, pursuant to which MIHS 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 MIHS 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 MIHS 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.

MIHS may request verification of compliance for any Contractor or subcontractor performing work under this Contract. Should MIHS suspect or find that the Contractor or any of its subcontractors are not in compliance, MIHS 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.
C. Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and MIHS 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 MIHS policy:

1. The MIHS False Claims Act policy is available at: MIHS False Claims Act - Policy 01111 S

2. Information about all MIHS programs to detect and prevent fraud, waste and abuse is available at: http://www.mihs.org/pages/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**

MIHS 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**

MIHS 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 MIHS or Patients; provided however, that such non-MIHS 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 MIHS in its entirety. MIHS 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 MIHS 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. MIHS 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 MIHS contractors and subcontractors and carefully plan and perform its own work to accommodate the work of other MIHS 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**

MIHS 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 MIHS with regard to MIHS’ 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, MIHS shall have shared ownership rights to such records whether housed by Contractor or MIHS 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/credentialing 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 MIHS for any and all liability which MIHS may incur as a result of Contractor's failure to pay such taxes or any such financial responsibility, as well as MIHS’ 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. MIHS, state or federal auditors and any other persons duly authorized by MIHS 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. MIHS shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by MIHS, 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 MIHS' 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 MIHS staff concerns within ten (10) calendar days of receipt or notification of a request.

B. If MIHS needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and MIHS 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. MIHS 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. MIHS 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 MIHS. Such audits will be made at MIHS' expense 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. MIHS representatives displaying MIHS 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 MIHS that a service or commodity for which payment has been made is disallowed, MIHS shall notify the Contractor in writing with the required course of action. It is at MIHS’ 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 MIHS 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. **MIHS RECOUPMENT RIGHTS**

In addition to any other remedies set forth in this Contract, MIHS 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 MIHS 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 MIHS 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, MIHS 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 MIHS.

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. MIHS 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 MIHS 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 MIHS, 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 MIHS, 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 MIHS 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 and maintain 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 MIHS, 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 MIHS. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.
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 MIHS.

F. **Waiver (Subrogation).** The policies, except Workers’ Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against MIHS, 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 retention’s. 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 MIHS 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.

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 MIHS. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to MIHS fifteen (15) days prior to the expiration date.

J. **Copies of Policies.** MIHS 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 MIHS for any negligent acts of Contractor; any insurance or self-insurance program maintained by MIHS 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.
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. 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 MIHS Attorney staff, or other representatives of MIHS.
24. **USE OF MIHS PROPERTY**

   A. The Contractor shall not use MIHS premises, property (including equipment, instruments and supplies), or personnel for any purpose other than the performance of the duties under this Contract (this does not include the possible Supply Locker).

   B. Contractor will be responsible for any damages to MIHS 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 MIHS 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 MIHS to fulfill any quality management program requirements undertaken by MIHS 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 MIHS 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 MIHS finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to MIHS that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as of 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 MIHS, without mark-up. A copy of the Subcontractor’s invoice must accompany the Contractor’s invoice.

C. Contractor guarantees that MIHS 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 MIHS of price reductions to another such customer, upon discovery, MIHS may take any or all of the following actions:

1. Amend this Contract to give MIHS the benefit of the price reduction.
2. Determine the amount, which MIHS 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**

MIHS 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 Cover Page, unless otherwise terminated or extended in accordance with the terms of this Contract.

Subject to the availability of funds and acceptable Contractor performance, MIHS 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 price adjustments, shall be submitted by Contractor 120 days prior to the (Contract Anniversary date) expiration date. Any increase in the cost of service or price, must be supported by documentation which shows the price increase was not known at the time the proposal was submitted. Once the contract specialist has reviewed the required documents, a decision will be made. If the increase is acceptable to MIHS a contract amendment will be issued. All changes to the contract will only be executed by an approved MIHS Contract Amendment.

34. **ASSIGNMENTS**

A. Neither this Contract, nor any portion thereof, may be assigned to another party by Contractor without the written consent of MIHS. Any attempt by the Contractor to assign any portion of this Contract without the written consent of MIHS 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 MIHS 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. MIHS 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 MIHS 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. Contractors staff, or Subcontracted personnel performing work under this contract shall be paid by the Contractor and shall not be an additional billing/cost to MIHS.

36. **SUBCONTRACTS**

A. No subcontract alters the Contractor's legal responsibility to MIHS 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 MIHS.

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 performance of this Contract, whether such act or omission occurs on MIHS 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 MIHS to enforce this provision, even in absence of its own negligence, unless MIHS 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. MIHS may require the termination of any subcontract or Subcontractor for the reasons set forth in Paragraph #38, 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 MIHS 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 issuance by MIHS even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies MIHS in writing that it refuses to sign the amendment. If the Contractor provides such notification, MIHS will initiate a Dispute or Termination proceeding, as appropriate.

C. MIHS 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 MIHS may assert its right to an equitable adjustment in compensation paid under this Contract. The Contractor or MIHS 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 MIHS from terminating the Contract sooner under other applicable provisions of this Contract.
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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.

C. Termination For Cause
MIHS 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 MMC’s Medical Staff in accordance with the MMC’s Medical Staff Bylaws or Rules and Regulations.
(3) Continual neglect of duty or violation of MMC’s Policies or MMC’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) MIHS may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, MIHS employee or MIHS Contracted employee is jeopardized by the activities or in-activities of Contractor.
(2) MIHS 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, MIHS may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, MIHS 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. MIHS 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.
39. **DEFAULT**

MIHS 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. MIHS 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 MIHS for disbursement. The CEO shall be the sole judge and authority in determining the availability of funds and MIHS shall keep the Contractor fully informed as to the availability of funds.

41. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.**

41.1 For e-commerce business and/or credit card transactions, Contractor will comply with the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Contractor must at all times during the term of the contract be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware, and Contractor will provide attestation of compliance to MIHS annually. The technical solution must include the following:

(a) Contractor maintains its own network operating on its own dedicated infrastructure. Contractor’s network includes a firewall that includes access control rules that separate Contractor’s PCI network from MIHS and that restricts any communication between Contractor’s network devices and MIHS systems.

(b) Contractor treats MIHS network as an untrusted network and encrypts all cardholder data traversing MIHS network using industry standard encryption algorithms.

(c) A system where MIHS has no ability to decrypt cardholder data Point-to-Point Encryption (P2PE).

(d) Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant. EMV compliance is required by October 1, 2015.

(e) Near Field Communication (NFC) contactless payment capability using Europay, Mastercard and Visa (EMV) Tokens and P2PE for payments from mobile devices.
42. **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.

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

Notice is given that pursuant to A.R.S. § 38-511 MIHS 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 MIHS 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 MIHS 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 MIHS from any other party to the Contract arising as the result of the Contract.
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 reasonable 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.
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 Maricopa Medical Center or other MIHS designated health care providers, except in accordance with written MIHS policies or procedures for services not available from or provided by Maricopa Medical Center or other MIHS 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 MIHS to fulfill any credentialing requirements of MIHS, state or federal regulatory agencies, MIHS 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 MIHS credentialing process prior to treating any MIHS Patients, and Contractor’s continued participation under this Contract is contingent upon successful completion of the MIHS re-credentialing process (re-credentialing occurs at a minimum once every two years of more frequently if requested by MIHS).

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

   C. Contractor shall provide MIHS 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
MIHS SPECIAL CONTRACT PROVISIONS

aforementioned agencies and authorities.

D. Contractor shall notify MIHS 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 MIHS by fax and followed by certified mail.

E. Contractor will immediately notify MIHS 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 MIHS.

F. Contractor shall immediately notify MIHS 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 MIHS policies, procedures, and standards.

7. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

A. The Contractor will, during the term of this Contract, immediately inform MIHS in writing of the award of any other contract or grant, including any other contract or grant awarded by MIHS 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 MIHS determines that the award to the Contract given has affected the payments due or reimbursements made under this Contract, then MIHS 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 MIHS facility, that person shall present to MIHS designee evidence as follows:

1) Proof of immunity or immunization in compliance with current MIHS 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. MIHS will provide, if the Contractor elects, the option to use the MIHS Occupational Health Services Department to receive immunizations or laboratory services necessary to satisfy MIHS requirements at the then current posted MIHS fee schedule. Rates are subject to change annually and are established by MIHS on the First of July each year and will be provided to the Contractor upon request.

9. **EMPLOYEES REQUIREMENTS**

Contractor employees assigned to MIHS must:

- pass MIHS required background check and pre-employment screening (MIHS will provide detail of requirements)
- Perform initial and thereafter monthly OIG/EPLS checks on all personnel assigned to MIHS for exclusions from federal programs
- meet specific qualification as required by the position
- follow employee rules, dress code as stated in MIHS employee policies and specific department policies
- not smoke on MIHS premises as MIHS is a tobacco free campus
- complete MIHS 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 MIHS locations or remotely

10. **VENDOR REGISTRATION**

All vendors are required to register in MIHS’ Vendor Portal, create a company profile, and supply company-level data for authentication and credentialing by MIHS’ third party partner, Vendormate. Vendor registration allows MIHS 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 MIHS’ Vendor Portal at [https://mihs.vendormate.com](https://mihs.vendormate.com) and is responsible for the annual registration fee payable to Vendormate. Fees may vary based on your companies 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 MIHS’ 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.

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.

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<th>Signature of Authorized Individual</th>
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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 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 MIHS, 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, Maricopa Integrated Health System (“MIHS”) Contractor Employment Record Verification Form and Employee Verification Worksheet
Complete and return within 30 days of receipt or as specified in cover letter to:

Maricopa Integrated Health System
Contracts Management
2611 E. Pierce St., 2nd FL
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 MIHS 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.

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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:
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.

Contractor Name: __________________________

Authorized Signature __________________________ Date __________________________

(Please copy and complete as necessary)

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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. Maricopa Integrated Health System ("MIHS"), 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 MIHS.

MIHS 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 MIHS 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 MIHS 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 MIHS 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
Business Associate Agreement

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.


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. R. § 164.5041 (2) (i) (B).
Business Associate Agreement

c. Associate agrees that anytime it provides PHI received from MIHS to a Contractor, its employees, subcontractor, or agent to perform Services for MIHS, 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, MIHS 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 MIHS for Associate’s management and administration, or to carry out Associate’s legal and contractual responsibilities. Associate may disclose PHI received from MIHS 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 MIHS and permitted by MIHS 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 MIHS.

   b. Upon request of MIHS, Associate will provide evidence to MIHS 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 MIHS any use or disclosure of PHI, including any breach, not permitted by the contract between Associate and MIHS 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 MIHS with sufficient information to permit MIHS 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 MIHS all available information that MIHS 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);
Business Associate Agreement

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 MIHS may ask questions and learn additional information concerning the Breach.

b. Following a Breach, Associate will have a continuing duty to inform MIHS 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 MIHS 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 MIHS 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. MIHS Access. Within five (5) business days of a request by MIHS for access to PHI received from MIHS, Associate will make requested PHI available to MIHS.

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 MIHS. MIHS 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 MIHS will release PHI to the Patient pursuant to such a request.

8. Amendment of Protected Health Information.

a. MIHS Request. Within five (5) business days of receiving a request from MIHS to amend an individual's PHI received from MIHS, Associate will provide such information to MIHS for amendment. Alternatively, if MIHS 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 MIHS 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 MIHS. MIHS will be responsible for
Business Associate Agreement

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 MIHS 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 MIHS in paying claims;
      (3) Disclosures to others to assist MIHS 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 MIHS 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 MIHS. Associate will provide to MIHS 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 MIHS of an individual’s request for an accounting, Associate also will provide to MIHS 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 MIHS within five (5) business days of Associate’s receipt of the request, and will make its records of disclosures available to MIHS as otherwise provided in this Section. MIHS 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. MIHS 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 MIHS’ Notice specifically affects Associate’s use or disclosure of PHI, MIHS shall inform Associate of the specific limitations. Associate shall abide by the limitations of MIHS’ 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 MIHS’ Notice if MIHS 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.

   a. MIHS Access. Associate will, within five (5) business days of MIHS 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 MIHS for the purpose of allowing MIHS 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, MIHS 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 MIHS as a result of this Section.

12. **Termination.** MIHS may immediately terminate the Contract, if any and this Agreement upon written notice to Associate if MIHS determines that the Associate or subcontractor(s) or agent(s) of Associate has breached a material term of this Agreement. Alternatively, MIHS 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 MIHS within thirty (30) days of the date of such notice. If Associate fails to timely cure the breach, as determined by MIHS at its sole discretion, MIHS 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 MIHS all PHI received from MIHS or created or received by Associate on behalf of MIHS 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 MIHS 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 MIHS and will require that such agents or subcontractors directly return PHI to MIHS 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 MIHS 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. MIHS promptly will notify Associate of whether it agrees that the return or destruction of PHI is infeasible. If MIHS 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 MIHS to be infeasible. If MIHS does not agree that the return or destruction of PHI from Associate or its agents or subcontractors is infeasible, MIHS 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 MIHS notice.

14. **Restrictions on Use or Disclosure of Protected Health Information.** If MIHS advises Associate of any changes in, or restrictions to, the permitted use or disclosure of PHI received from MIHS, Associate will restrict the use or disclosure of such PHI consistent with the MIHS 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 MIHS 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.
Business Associate Agreement

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 MIHS 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 MIHS for any reasonable expenses MIHS 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, MIHS 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 waiver 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:
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. Maricopa Integrated Health System (MIHS) pursuant to the Agreement between Associate and MIHS 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 MIHS 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