	<b>DENTAL SUPPLIES&amp; EQUIPMENT- REQUIREMENTS CONTRACT INVITATION FOR BID</b>	<b>90-21-319-IFB</b>
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**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT  
VALLEYWISE HEALTH  
INVITATION FOR BIDS  
DENTAL SUPPLIES& EQUIPMENT-REQUIREMENTS  
CONTRACT  
90-21-319-IFB**


DATE OF ISSUE: MAY 26, 2021

PRE-OFFER CONFERENCE NO PRE-OFFER CONFERENCE WILL BE HELD

DEADLINE FOR INQUIRIES: JUNE 1, 2021 NO LATER THAN 11:00A.M. PHOENIX, AZ TIME

DATE & TIME PROPOSALS DUE: JUNE 11, 2021 NO LATER THAN 11:00 A.M. PHOENIX, AZ TIME

**DUE TO COVID 19, ALL OFFERS MUST BE RECEIVED VIA EMAILED TO  
[MARY.HAMMER@VALLEYWISEHEALTH.ORG](mailto:MARY.HAMMER@VALLEYWISEHEALTH.ORG) BY THE DUE DATE AND TIME NO OFFERS WILL BE  
ACCEPTED THAT ARE, FAXED OR DELIVERED.**

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**NOTICE OF SOLICITATION  
SOLICITATION #: 90-21-319-IFB  
INVITATION FOR BIDS**

Maricopa County Special Health Care District dba Valleywise Health hereby solicits bids from qualified Bidders to provide Dental Supplies & Equipment.

An Invitation for Bids document may be obtained at the Valleywise Health web site: <https://valleywisehealth.org/about/procurement/open-solicitations/>

Questions concerning this Invitation for Bids may be submitted to **Mary Hammer, CPPO** via e-mail at [Mary.Hammer@valleywisehealth.org](mailto:Mary.Hammer@valleywisehealth.org).

Addendums: It is the responsibility of all potential Bidders to check the Valleywise Health web site (An Invitation for Bids document may be obtained at the Valleywise Health web site: <https://valleywisehealth.org/about/procurement/open-solicitations/> for any Addendums to the IFB and to ensure signed Addenda are included in their response to the Solicitation.

Email Address to submit Bid documents:  
Mary.hammer@valleywisehealth.org

Completed documents must be completed and included with the response. Offers must be received via email by the Contract Specialist [mary.hammer@valleywisehealth.org](mailto:mary.hammer@valleywisehealth.org) no later than June 11, 2021 no later than 11:00 A.M. Local Phoenix, AZ. Time. Due to Covid 19 there will be no public bid opening however, the names off the offerors will be posted on the Valleywise Health Procurement Webpage. The names of the offers submitted does not imply that the offer(s) is responsive and responsible it is only a list showing which companies provided an offer. No other disclosure will be made until after award of a contract.

It is strongly suggested that the selected delivery method will ensure receipt by Contracts Management before the deadline. Bidders assume all risk associated submitting their bid, a late bid shall not be accepted nor shall a late bid be reason for a protest or resolicitation.

This notice does not commit Valleywise Health to award a contract or to pay any costs incurred in the preparation of bids. Valleywise Health reserves the right to accept or reject, in whole or in part, all bids submitted and/or to cancel this announcement without penalty to Valleywise Health. Valleywise Health reserves the right to award more than one contract based upon the most responsive and responsible, lowest bid(s) most advantageous to the Valleywise Health. The initial term of this contract is for three (3) years with the option to extend for additional periods up to a


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maximum contract term of five (5) years. The Valleywise Health Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Full text of the Valleywise Health Procurement Code may be found at the following link: <https://valleywisehealth.org/about/procurement/> Valleywise Health will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age or national origin.

**Type of Contract:** Fixed-price, indefinite delivery-indefinite Quantity (IDIQ)

**NO BIDDERS CONFERENCE WILL BE HELD (Enter information regarding bidders conference here)**



	<b>DENTAL SUPPLIES &amp; EQUIPMENT-REQUIREMENTS CONTRACT          INVITATION FOR BID          SECTION I          EXECUTIVE SUMMARY</b>	<b>90-21-319-IFB</b>
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**1.0 EXECUTIVE SUMMARY**

**1.1 General Valleywise Health Information**

Valleywise Health, a special healthcare district and political subdivision of Maricopa County, includes Valleywise Health Medical Center, the Arizona Burn Center, the Comprehensive Healthcare Center, the Arizona Children’s Center, the 7<sup>th</sup> Avenue Walk-In Clinic, 13 community-oriented family health centers, and an attendant care program. Valleywise Health also is a premier training center for Arizona’s physicians. Our medicine, surgery, pediatrics, and OB/GYN programs contribute to the body of knowledge of patient care.

Valleywise Health is located in central Arizona and serves as the health care safety net for citizens of Maricopa County. The health system serves people of many races and nationalities who come from diverse cultures and speak several different languages. Many of the patients face major challenges, such as lack of health insurance, complex medical problems, and difficult socioeconomic situations. Caring for these patients demands special knowledge and sensitivity. Valleywise Health is committed to giving culturally appropriate, sensitive medical care and helping its patients live healthier lives. Annually, Valleywise Health has over 18,000 inpatient admissions and over 450,000 outpatient and ambulatory visits.

Valleywise Health Medical Center is a 515-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. Valleywise Health’ 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 Valleywise Health campus.

Valleywise Health has 13 Community 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 the Valleywise Health Community 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 122-bed licensed hospital that provides behavioral health care and psychiatric services. Additional behavioral health services are provided on the Valleywise Health campus in a 68-bed licensed facility.

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## Please read this before continuing to the bid document. SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- 1. All required information has been provided in all attachments; all attachments have been signed and are included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked and are accurate.
- 4. Any required drawings or descriptive literature have been included.
- 5. If required, the amount of the bid surety has been checked and the surety has been included.
- 6. Review the insurance requirements, if any, to assure you are in compliance, insurance will not be negotiated or modified after contract award, failure to provide correct insurance will result in breach of contract.
- 7. If required, include copies of licenses, certifications, Osha DART (days away, restricted or transferred) rating etc.
- 8. All addenda issued (if any) pertaining to this IFB have been read, the information is understood, the addenda(s) is/are signed and included with offer.
- 9. The response will be emailed in time to be received no later than **June 11, 2021 No Later Than 11:00 A.M.** local Arizona time.



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**1. INTRODUCTION**

Valleywise Health invites bids for **Dental Supplies & Equipment** Requirements Contract for a three (3) years period, in accordance with the specifications and provisions contained herein.

**2. SCHEDULE OF EVENTS**

- Bid Due Date:** **June 11, 2021 No Later Than 11:00 A.M. local Arizona Time**
- Bid Submittal :** **Mary.hammer@valleywisehealth.org**
- Submit Inquiries To:** **Mary.Hamme@Valleywisehealth.org**
- Deadline for Inquiries:** **June 1, 2021 No Later Than 11:00 A.M. local Arizona, AZ.**
- Pre-Offer Conference** **No Pre-Offer Conference will be held**

**Valleywise Health reserves the right to change dates and/or locations as necessary**

**OBTAINING A COPY OF THE SOLICITATION AND ADDENDA**

**3. GENERAL DIRECTIONS**

- 3.1 This Invitation for Bid (IFB) package contains all the information and forms necessary to complete and submit a bid. Bidders are encouraged to review the IFB package in detail prior to commencing work.
- 3.2 Any person, firm, corporation or association submitting a bid shall be deemed to have read and understood all the terms, conditions and requirements in the specifications. Conditional bids will not be considered. All offers must be signed by an authorized signatory; unsigned offers may be rejected.
- 3.3 All offers and accompanying documentation will become the property of Valleywise Health at the posted time offers are opened. Offers deemed to be non-responsive will be notified via email.

**4. PREPARATION OF BID**

- 4.1 All forms provided in Section VI, Submittal and Attachment "A", must be completed and submitted with your offer. It is permissible to copy Section VI and Attachment "A" forms if necessary, but **absolutely no changes to the documents shall be allowed**. Any/All modifications of your offer shall be initialed by the authorized person signing the offer. No offer shall be altered, amended or withdrawn after the specified bid due date and time. Valleywise Health is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.
- 4.2 Any submission of an alternate term or condition with your offer may result in rejection of your offer. This solicitation is deemed to be thorough and complete to meet Valleywise Health's needs.

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- 4.3 It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - B. Study and carefully correlate Offeror’s knowledge and observations with the IFB document and other related data.
  - C. Promptly notify Valleywise Health of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.
- 4.4 Valleywise Health does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of Valleywise Health and will not be returned.
- 4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offer submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than the minimums specified are not responsive and should not be submitted.
- 4.6 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer’s catalog references specified herein must be submitted with technical literature and/or detailed product brochures for Valleywise Health’s use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. Valleywise Health will be the sole judge as to the acceptability of alternate products offered.
- 4.7 If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Valleywise Health Contract Specialist by the time and date stated for inquiries. All request received after that time and date will not be given consideration. Valleywise Health may issue an addendum to this solicitation of any approved specification changes.
- 4.8 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

**5. BIDDER’S INQUIRIES**

- 5.1 All questions related to the content and requirements of this solicitation may be submitted to via email at [mary.hammer@valleywisehealth.org](mailto:mary.hammer@valleywisehealth.org). Direct contact with any Valleywise Health personnel associates with this procurement other than the Contracting Specialist is not allowed

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beginning with the issuance of this document through contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves firms already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. All inquiries must be submitted in writing by the date and time stated within Section II, Inquiries received after the deadline date and time will not be given consideration.

**6. PRE-OFFER CONFERENCE (No pre-offer conference will be held)**

- 6.1. A Pre-Offer Conference (if scheduled) will be held at the time and place indicated in the solicitation’s ‘Pre-Bid Conference’ field, attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of Valleywise Health’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to Valleywise Health at the conference. Valleywise Health will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
  
- 6.2. Person with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting Valleywise Health Contracts Management Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

**6. ADDENDA**

- 6.1 Valleywise Health shall not be responsible for any oral instructions made by any employees or officers of Valleywise Health regarding the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://valleywisehealth.org/about/procurement/open-solicitations/>  
The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

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**7. CERTIFICATION**

7.1 By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

**8. SUBMISSION OF OFFERS**

8.1 Offers must be in the actual possession of Valleywise Health Contracts Specialist on or prior to the exact time and date indicated in the Schedule of Events. Late offers shall not be considered. The prevailing clock shall be the Valleywise Health Contract Management clock. Due to Covid-19 all **offers must be submitted via email.**

OFFERS **MUST** be e-mailed to Mary Hammer at Mary.Hammer@valleywisehealth.org, emailed submissions must contain an attachment size of 5MB or less to ensure receipt by Contracts Management. If a larger attachment is needed, multiple emails with a fragmented response may be sent, but this must be clearly indicated in the email subject line (i.e., Response 1 of 2, Response 2 of 2). Respondents assume all risk with the delivery of offers and it is strongly suggested that Respondents ensure that delivery of offers have been received by Contracts Management before the deadline. Hard copies are not currently being accepted due to Covid 19.

~~8.2 All offers must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.~~

8.3 **Please submit only what is required, do not submit a copy of the entire IFB document.** Offers will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in Valleywise Health’s best interest to do so.

8.4 Required Bid Format

To assist in the evaluation process, all offers should follow the same format. **Offers in any other format may be considered informal and may be rejected.**

The original must be labeled as such.

- Table of Contents
- Questionnaire (Attachment B)
- Offer and Acceptance (Attachment A)
- Authorization to Submit Bid and Required Certifications (Attachment C)
- Organizational Information (Attachment D)
- Minority Business/Women/Business/Small/Disadvantaged Business (Attachment E)
- Professional References (Attachment F)
- Bidder’s Pricing (Attachment G)

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- Bidder's Compliance with Contract Provisions and Stated Exceptions to Scope of Services and Bid Requirements (Attachment H)
- Proprietary and/or Confidential Information (Attachment I)
- Acceptance of Payment from CRMC via Credit Card (Attachment J)
- Business Associate Agreement (Attachment K)
- Signed Addenda to this IFB
- Technical and Descriptive Sales Literature
- Licenses, Certifications, Bonds, Insurance, Letter from Bonding Company, etc.

- 8.5 Offer and Acceptance (Attachment A)  
Must be accurately 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.
- 8.6 Questionnaire (Attachment B)  
Must be accurately 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
- 8.7 Authorization to submit bid and required certifications (Attachment C)  
Must accurately provide the information requested in Attachment C.
- 8.8 Organizational Information (Attachment D)  
Proposers must accurately complete the information requested.
- 8.9 Minority Business /Women Business/Small/Disadvantaged Business (Attachment E)  
Proposers must accurately complete the information requested.
- 8.10 Professional References (Attachment F)  
Bidders must use the format provided in Attachment F for Professional References. Bidders are to supply references (all information provide must be accurate) from at least Three (3) companies or organizations for which they provide similar services.
- 8.11 Bidder's pricing (Attachment G) Pricing  
  
Attachment G is to be used by the Bidder to specify their proposed pricing. By completing the Bidder's pricing, the Bidder is submitting its firm offer.
- 8.12 Bidder's Compliance with Contract Provisions and Stated Exceptions to Scope of Services and Bid Requirements (Attachment H)  
The Bidder shall clearly identify any exceptions to the Scope of Services and Bid Requirements using Attachment H. This is the only means for bidders to state exceptions to the Scope of Services and Bid Requirements in their Bid. **Exceptions raised at a later time or in any other location of their Bid, will not be considered in any negotiations and could subject the Bid to non-award on grounds of non-responsiveness.**

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Attachment H must be signed by the Bidder stating that they have read, understand and will comply with the other Contract Provisions set forth in the Solicitation. Bidders(s) may inspect the Contract Provisions at:

<https://valleywisehealth.org/about/procurement/open-solicitations/>.

**Requests for changes of the other Contract Provisions will not be considered and could subject the Bid to non-award on grounds of non-responsiveness.**

- 8.13 Proprietary and/or Confidential Information (Attachment I)  
Attachment I must be verified and signed by a person authorized to make a binding offer for their organization.
- 8.14 Acceptance of payment from CRMC via credit card (Attachment J)  
Attachment J must be completed and signed by a person authorized to make a binding offer for their organization.
- 8.15 Business Associate Agreement (Attachment K)  
Attachment K must be completed and signed by a person authorized to make a binding offer for their organization.
- 8.16 **Any information that is deemed proprietary and/or confidential by a bidder must be clearly identified as such.** The Bidder shall submit justification for any information designated as proprietary and/or confidential in nature. Final determinations of nondisclosure, however, rest with the Procurement Officer.

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

- 8.17 ~~Include copy of surety bond (if required)~~
- 8.18 Include copies of all required licenses, certifications, Osha DART (days away, restricted or transferred) rating etc.

IT IS NOT NECESSARY TO INCLUDE THE DOCUMENTS IN THE EXHIBITS WITH YOUR OFFER. THEY ARE BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY RELATED TO THIS SOLICITATION.

- 8.19 **(Exhibit A) Contractor Employment Record Verification Requirement**  
**Exhibit A** is being provided for informational purposes only related to this solicitation. Contractors awarded a contract subsequent to this solicitation will be expected, to submit the forms in Exhibit A as a condition of the contract during the appropriate Fiscal Quarter reporting date.
- 8.24 (Exhibit B) Business Associate Agreement for Release of Information to Third Parties  
Exhibit B is being provided for informational purposes only related to this solicitation.

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Contractors awarded a contract subsequent to this solicitation will be expected, to submit the forms in Exhibit B as a condition of the contract.

8.25 (Exhibit C) Usage Report-Contracts Administrative Fee

Exhibit C is being provided for informational purposes only related to this solicitation. Contractors awarded a contract subsequent to this solicitation will be expected, to submit the forms in Exhibit C as a condition of the contract.

8.25.1 Contractors shall issue a quarterly check using the information on the Usage Report-Contract Administrative Fee.

8.26 Signed Addenda

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

8.27 Technical and Descriptive Sales Literature

The Bidder may provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted and must be included with the bid. Failure to include this information may result in the bid being rejected.

**9. WITHDRAWAL OF OFFER**

9.1 At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

**10. BID OPENING**

10.1 Due to Covid 19 Offers will not be publicly opened. Offers and other information received in response to the Invitation for Bid shall be shown only to authorized Valleywise Health personnel having a legitimate interest in them or persons assisting Valleywise Health in the evaluation. Offers are not available for public inspection until after contract award.

**11. Responsibility, Responsiveness and Susceptibility**

11.1. In accordance with Valleywise Health HS-303, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the offeror's responsiveness and susceptibility for contract award.

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- 11.1.1. Whether the Offeror has had a previous contract with Valleywise Health within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 11.1.2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- 11.1.3. Whether the Offeror is legally qualified to contract with Valleywise Health and the Offeror's financial, business, personnel, or other resources, including subcontractors;
  - 11.1.3.1. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 11.1.4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 11.1.5. Whether the Offer was sufficient to permit evaluation by Valleywise Health, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 11.1.6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 11.1.7. Whether the Offer limits the rights of Valleywise Health;
- 11.1.8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon Valleywise Health necessary for successful Contract performance. Valleywise Health shall be the sole determiner as to the reasonableness of a condition;
- 11.1.9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 11.1.10. Whether the Offeror provides misleading or inaccurate information.

11.2. Financial Stability



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The Offeror must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. Valleywise Health reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. Valleywise Health reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

**12. AWARD OF CONTRACT**

12.1 Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by Valleywise Health include (but are not limited to):

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.

12.2 Notwithstanding any other provision of this solicitation, Valleywise Health reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation when Valleywise Health Contracts Management determines that it is in its best interest to do so (4) make an award to more than one offeror if in the best interest of Valleywise Health to do so.

12.3 A response to a solicitation is an offer to contract with Valleywise Health based upon the terms, conditions, and specifications contained in Valleywise Health solicitation. Offers do not become contracts until they are executed by the authorized Valleywise Health representative. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

**13. RIGHTS OF VALLEYWISE HEALTH**

13.1 Valleywise Health reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to Valleywise Health. This disqualification is at the sole discretion of Valleywise Health. Any offeror submitting a bid herein waives any right to object now or at any future time, before anybody, agency court or board.

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**14. PROTEST PROCESS**

14.1 Valleywise Health believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Maricopa County Special Health Card District procurement procedures, section HS-705 (A) (3).

Protests should be directed to:

Christopher Melton  
Director of Procurement and Contracts Management  
Valleywise Health  
Email : [christopher.melton@valleywisehealth.org](mailto:christopher.melton@valleywisehealth.org)

Please note that Valleywise Health takes protests very seriously, **Frivolous protests will not result in gain for your firm.**

**15. CONTRACT DOCUMENT CONSOLIDATION**

15.1 At its sole option, following any contract award(s) Valleywise Health may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor’s Offer not pertaining to the Contract’s operations; (ii) revising the Statement of Work to incorporate the Contractor’s response, (iii) revising any terms and conditions to incorporate any changes in the Contractor’s Offer; (iv) excluding any components of the Contractor’s Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

15.2 Contract Implementation Meetings. Upon award, the Contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of Valleywise Health and may be held on site or via Webex or other similar program. The Contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate Valleywise Health's and Contractor's staff and representatives attend. Valleywise Health reserves the right to decline conference call attendance or participation. Contractors staff shall be responsible to take meeting notes and issue a draft meeting summary no later than 48 hours after conference, if no modifications are made on the part of Valleywise Health within 48 hours the contractor shall issue a final meeting summary.

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**1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION**

1.1 For purposes of this solicitation, the following definitions shall apply

**Attachment** means any item the Solicitation requires the Offeror to submit as part of the Offer.

**Shall, Will, Must means** a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

**Should means** something that is recommended but not mandatory. If the offeror fails to provide recommended information, Valleywise Health may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

**May** means something that is not mandatory but permissible.

**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.

**Back Order** means an order or item that cannot be currently filled or shipped but is requested nonetheless for when the item becomes available again.


**Bid** means any contractor, vendor, person or firm submitting a competitive bid, offer, quote or proposal in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

**Bidder** means any contractor, vendor, person or firm submitting a competitive bid in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

**Broker, Packager** means a firm that is not a manufacturer or regular dealer as defined Manufacturer’s Representative, herein and whose role is limited to that of an extra participant.

**Jobber** means a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.

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

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**Comprehensive Health Center (CHC)** means the Community Health Center, located on the Valleywise Health 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 quotation.

**Contract/Agreement** means the legal agreement executed between Valleywise Health and the Contractor.

**Contract Amendment** means a written document signed by an authorized agent of Valleywise Health that is issued for the purpose of making changes in the Contract.

**Contract Representative** Valleywise Health employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract

**Contractor** means any person who has a Contract with Valleywise Health.

**Days** means calendar days unless otherwise specified.


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

**Department** means any Department of Valleywise Health.

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

**Employer** means any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor.

**Exhibit** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

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**Valleywise Health Locations** means one or more of the facilities listed below:

Avondale CHC 950 East Van Buren Avondale, AZ 85323 Phone: (623) 344-6800	Chandler CHC 811 South Hamilton Chandler, AZ 85225 Phone: (480) 344-6100	Comprehensive Health Ctr. 2525 East Roosevelt Street Phoenix, AZ 85008 Phone: (602) 344-5407
Valleywise Community Health Center – Peoria 8088 W. Whitney Dr. Peoria, AZ 85345 Phone: (602) 655-2000	Valleywise Community Health Center - South Central 33 W. Tamarisk Phoenix, Arizona 85041 Phone: (602) 344-6600	Guadalupe CHC 5825 East Calle Guadalupe Guadalupe, AZ 85283 Phone: (480) 344-6000
Maryvale CHC 4011 North 51st Avenue Phoenix, AZ 85031 Phone: (623) 344-6900	McDowell CHC 1101 N. Central Road Phoenix, AZ 85004 Phone: (602) 344-6550	Mesa CHC 59 South Hibbert Mesa, AZ 85210 Phone: (480) 344-6200
Valleywise Community Health Center – North Phoenix 2025 W. Northern Ave Phoenix, AZ 85021 Phone: (602) 655-6300	Valleywise Behavioral Health Center -Maryvale 5102 W. Campbell Ave Phoenix, AZ. 85031	South Central CHC 33 West Tamarisk Avenue Phoenix, AZ 85041 Phone: (602) 344-6400
Valleywise Community Health Center – South Phoenix Laveen 5650 S. 35th Ave Phoenix, AZ 85041 (602) 344-6600	Valleywise Health Medical Center 2601 E. Roosevelt St. Phoenix, Az. 85008	Valleywise Behavioral Health Center - Phoenix 2619 E. Pierce St. Phoenix, Az. 85008
Valleywise Behavioral Health Center - Mesa 570 W. Brown Rd. Mesa, AZ 85201		

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

**Gratuity** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

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

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

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

**Manufacturer** means a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.

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

**Materials** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

**Valleywise Health** means Valleywise Health that executes the Contract.


**Valleywise Health FISCAL YEAR** means the period beginning with July 1 and ending June 30.

**Valleywise Health Urgent Care Clinic (UCC)** means the Urgent Care Clinic located at 1201 S. 7<sup>th</sup> Avenue, Phoenix, Arizona 85007.

**Offer** means any contractor, vendor, person or firm, etc., submitting a competitive bid, offer, quote or proposal in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

**Offeror** means any contractor, vendor, person or firm submitting a competitive bid in response to a solicitation such as a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Qualifications (RFQ) or Request for Proposal.

**Packing Slip** means a shipping list, packing list, waybill, packing slip (also known as a bill of parcel, unpacking note, packaging slip, (delivery) docket, delivery list, manifest or customer receipt), is a shipping document that accompanies delivery packages, usually inside an attached shipping pouch or inside the package itself.

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

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

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

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

**Procurement Officer** means the person, or his or her designee, duly authorized by Valleywise Health to enter into and administer Contracts and make written determinations with respect to the Contract.


**Regular Dealer** means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

**Services** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance but does not include employment agreements or collective bargaining agreements.

**Solicitation** means an Invitation for Bid (IFB) or Request for Quote (RFQ).

**Subcontract** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

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

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**Suppliers** mean firms, entities or individuals furnishing goods or services directly to Valleywise Health.

**Vendor** means seller of goods or services.

**2. LAWS, RULES AND REGULATIONS**

- 2.1 This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations.
  - 2.1.1 The Contractor warrants compliance with A.R.S. subsection § 41-4401, A.R.S. subsection § 23-214, the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Valleywise Health upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under this Contract. I-9 forms are available for download at USCIS.GOV.
  - 2.1.2 Valleywise Health may request verification of compliance for any Contractor or subcontractor performing work under this Contract. Should Valleywise Health suspect or find that the Contractor or any of its subcontractors are not in compliance, Valleywise Health may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
  - 2.1.3 Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and Valleywise Health policies related to the detection of fraud, waste and abuse. The following documents are incorporated into this agreement by reference and available to Contractor via the links below. Contractor signifies receipt of the documents and agrees to comply with the requirements stipulated by federal law and Valleywise Health policy:
    - A. The Valleywise Health False Claims Act policy is available at: <https://valleywisehealth.org/legal/privacy-Policy> under the Compliance Policies and Information section.
    - B. Information about all Valleywise Health programs to detect and prevent fraud, waste and abuse is available at: <https://valleywisehealth.org/legal/privacy-policy/> under the Compliance Policies and Information section.
  - 2.1.4 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.





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**3 NO GUARANTEED VOLUME**

3.1 Estimated Quantities or Dollar Amounts: Quantities and dollar amounts listed (if any) are Valleywise Health's best estimate and do not obligate Valleywise Health to order or accept more than Valleywise Health's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply Valleywise Health with its complete actual requirement for the contract period.

**4. NON-EXCLUSIVE STATUS**

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

**5. IMPLIED CONTRACT TERMS:**

5.1 Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**6. ORGANIZATION – EMPLOYMENT DISCLAIMER**


6.1 The Agreement resulting hereunder 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 the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be Valleywise Health's employees and that no rights of Valleywise Health civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold Valleywise Health harmless with respect thereto.

**7. SEVERABILITY**

7.1 The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

**8. NON-WAIVER OF LIABILITY**

8.1 Valleywise Health is a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby Valleywise Health agrees to limit in advance or waive any right Valleywise Health might have to recover actual lawful damages in any court of law under applicable Arizona law.

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**9. PAROL EVIDENCE**

9.1 This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

**10. CONTRACT ADMINISTRATION AND OPERATION**

10.1 Records: All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by Valleywise Health for five years after completion of the contract. Such records will be produced at an office as designated by Valleywise Health.

10.1.1 Public Record: All offers submitted in response to this invitation shall become the property of Valleywise Health and become a matter of public record available for review pursuant to Arizona State law.

10.1.2 If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and Valleywise Health Procurement Division will review the material and make a determination.

**11. ADVERTISING**

11.1 Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Valleywise Health Director of Purchasing and Contracts Management.

**12. CONFIDENTIALITY AND DATA SECURITY**

12.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by Valleywise Health. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of Valleywise Health Manager, or his/her designee. Personal identifying information, financial account information, or restricted Valleywise Health information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or passwords protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

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12.1.1 When personal identifying information, financial account information, or restricted Valleywise Health information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

12.1.2 In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the appropriate Valleywise Health Contracts Specialist immediately. Contractor agrees to reimburse Valleywise Health for any/all costs incurred by Valleywise Health to investigate potential breaches of this data and where applicable, the cost of notifying individuals who may be impacted by the breach.

12.1.3 Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.


12.1.4 The obligations of Contractor under this section shall survive the termination of this Agreement.

**13. NON-DISCRIMINATION**

13.1 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.

**14. EQUAL EMPLOYMENT OPPORTUNITY**

14.1 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.

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**15. LICENSES AND PERMITS**

15.1 Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

**16. EXCLUSIVE POSSESSION**

16.1 All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of Valleywise Health and shall not be used or released by the Contractor or any other person except with prior written permission by Valleywise Health.

**17. OWNERSHIP OF INTELLECTUAL PROPERTY**

17.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be considered work for hire and Valleywise Health shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of Valleywise Health requesting the issuance of this contract shall own (for and on behalf of Valleywise Health) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Valleywise Health, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in Valleywise Health and shall take no affirmative action’s that might have the effect of vesting all or part of the Intellectual Property in any entity other than Valleywise Health. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of Valleywise Health. If by operation of law, the Intellectual Property is not owned in its entirety by Valleywise Health automatically upon its creation, then Contractor agrees to assign and hereby assigns to Valleywise Health the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as Valleywise Health may reasonably request.

17.1.1 It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.


**18. COSTS AND PAYMENTS**

18.1 PAYMENT TERMS

Valleywise Health shall make every effort to process payment for the purchase of material or services within **45** calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.

18.1.1 LATE SUBMISSION OF CLAIM BY CONTRACTOR

Valleywise Health will not honor any invoices or claims which are tendered six (6) months after the last item of the account accrued.

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**18.1.2 DISCOUNTS**

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

**18.1.3 NO ADVANCE PAYMENTS**

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

**18.1.4 FUND APPROPRIATION CONTINGENCY**

The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and Valleywise Health herein recognize that the continuation of any contract after the close of any given fiscal year of Valleywise Health, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of Valleywise Health providing for or covering such contract item as an expenditure therein. Valleywise Health does not represent that said budget item will be actually approved, said determination being the determination of Valleywise Health Board at the time of the adoption of the budget.

**18.1.5 MAXIMUM PRICES**

Valleywise Health shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify Valleywise Health of such price reductions.

**19. F.O.B. POINT**

19.1 All prices are to be quoted F.O.B. destination (includes inside deliveries) delivered, unless otherwise specified elsewhere in this solicitation. Contractor shall not assume loading docks are available and Valleywise Health shall not be charged unloading, handling or delivery fees of any kind.

**20. CONTRACT CHANGES**

**20.1 CONTRACT AMENDMENTS**

Contracts shall be modified only by a written contract amendment signed by the authorized Valleywise Health representative and persons duly authorized to enter into contracts on behalf of the Contractor.

20.2 **ASSIGNMENT - DELEGATION** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without prior written permission of Valleywise Health, and no delegation of any duty of Contractor shall be made without prior

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written permission of Valleywise Health, which may be withheld for good cause. Any assignment or delegation made in violation of this section may result in immediate termination of contract without penalty to Valleywise Health.

**21. NON-EXCLUSIVE CONTRACT:**

21.1 Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Valleywise Health. Valleywise Health reserves the right to obtain like goods or services from another source when necessary.

**22. COOPERATIVE PURCHASING**

22.1 Valleywise Health has entered into Cooperative Purchasing arrangements with the State of Arizona and the Strategic Alliance for Volume Expenditures (\$AVE). \$AVE includes many Phoenix metropolitan area municipalities and K-12 unified school districts. With the concurrence of the successful Bidder under this solicitation, any eligible political subdivision, school district or other governmental jurisdiction that is a participant in a Cooperative Purchasing arrangement in which Valleywise Health is also a participant, may utilize the services of a contract resulting from a solicitation issued by Valleywise Health. Bidders 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 F. In the absence of a statement to the contrary, Valleywise Health will assume that a Bidder does wish to grant access to any contract that may result from this solicitation.

**23. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS**

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

**24. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED PATIENT INFORMATION**

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

**25. SUPPLY AND OWNERSHIP OF INFORMATION**

25.1 Each party shall supply to the other party, upon request, any available information that is

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relevant to this Contract or any other applicable Payer Contract and to the performance of the parties hereunder.

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

**26. TAX AND INSURANCE OBLIGATIONS**

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

**27. RETENTION AND ADEQUACY OF RECORDS**

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

**28. CONTRACT COMPLIANCE MONITORING**

28.1 Valleywise Health shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by Valleywise Health, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and copying for Valleywise Health' monitors, all records and accounts relating to the work performed or the services provided under this Contract or any other applicable Payer Contract. Upon request, the Contractor will investigate and respond in writing to appropriate Valleywise Health staff concerns within ten (10) calendar days of receipt or notification of a request.

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- 28.1.1 If Valleywise Health needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and Valleywise Health agree in writing, they will equally share such expenses.
- 28.1.2 Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- 28.1.3 Valleywise Health may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.


**29. AUDIT AND AUDIT DISALLOWANCE**

- 29.1 Valleywise Health reserves the right to audit any financial records of the Contractor or any Subcontractor(s), which relate to the terms under this Contract including services and billings made to Valleywise Health. Such audits will be made at Valleywise Health' 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.
  - 29.1.1 Valleywise Health representatives displaying Valleywise Health identification shall have the right, during normal business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract or any other applicable Payer Contract and Contractor shall make available such records as requested.
  - 29.1.2 If at any time it is determined by Valleywise Health that a service or commodity for which payment has been made is disallowed, Valleywise Health shall notify the Contractor in writing with the required course of action. It is at Valleywise Health' option to submit an invoice to Contractor for the amount, to adjust any future invoice submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in A.R.S. § 44-1201 of the disallowed amount by the Contractor.
  - 29.1.3 Contractor, upon written notice, shall reimburse Valleywise Health for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.
  - 29.1.4 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'.

**30. Valleywise Health RECOUPMENT RIGHTS**

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



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Health is obligated to recoup under state or federal laws.

**31. GENERAL INDEMNIFICATION**

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


31.1.2 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.

31.1.3 The provisions of this paragraph and the Contractor’s indemnification obligation will survive beyond the expiration or termination of this Contract.

31.1.4 The provisions of this paragraph and the Contractor’s indemnification obligation will survive beyond the expiration or termination of this Contract.

**32. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK**

32.1 The Contractor shall indemnify and hold harmless Valleywise Health against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by Valleywise Health of materials furnished or work performed under this contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against Valleywise Health and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify Valleywise Health against any and all expenses, losses, royalties,

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profits and damages including court costs and attorney’s fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. Valleywise Health may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.


**33. INDEMNIFICATION: (COMMODITY PURCHASE – COMMODITY SHIPPED)**

33.1 Contractor (Indemnitor) must indemnify, defend, save and hold harmless Valleywise Health and its officers, officials, agents, and employees ( “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) ( “Claims”) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against

33.1.1 Indemnitee for losses arising from the work performed by Contractor for Valleywise Health. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

**34. INTELLECTUAL PROPERTY OWNERSHIP.**

34.1 All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including Valleywise Health, pursuant to or in connection with the contract (“**Contract IP**”), will be owned by Valleywise Health, and where applicable, all copyrightable works will be considered “**Work Made for Hire**” under the U.S. Copyright Act, 17 U.S.C. § 101, *et seq.* To the extent that any Contract IP is not, by operation of law, considered work made for hire for Valleywise Health (or if ownership of all rights therein does not otherwise vest exclusively in Valleywise Health and agents to so assign, without further consideration, to Valleywise Health all right, title and interest to all Contract IP. “**Intellectual Property**” means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to Valleywise Health. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of Valleywise

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Health, to do such acts, and sign, and deliver all such instruments requested by Valleywise Health to vest in Valleywise Health the entire right, title and interest to the Contract IP, and to enable Valleywise Health to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at Valleywise Health’s cost and expense, to cooperate with Valleywise Health in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.

**35. CONTRACTOR’S INTELLECTUAL PROPERTY OWNERSHIP RIGHTS**


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

**36. DATA OWNERSHIP**

36.1 Valleywise Health will own, or retain all of its rights in, all data and information that Valleywise Health provides to Contractor, as well as all data managed by Contractor on behalf of Valleywise Health, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through Valleywise Health’s or Contractor’s use of the Services or Deliverables (collectively, the “Valleywise Health Data”). The Valleywise Health Data includes student data, metadata, and user content. The Valleywise Health Data shall be Valleywise Health’s Intellectual Property and Contractor will treat it as Valleywise Health’s confidential and proprietary information. Contractor shall not use, access, disclose, or license or provide to third parties, any Valleywise Health Data, or any materials derived therefrom, except: (i) for Contractor’s internal, non-commercial purposes; (ii) to the extent necessary to fulfill Contractor’s obligations to Valleywise Health hereunder, or; (iii) as authorized in writing by Valleywise Health. Without limiting the generality of the foregoing, Contractor may not use any Valleywise Health Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, Valleywise Health’s prior written consent. Upon request by Valleywise Health, Contractor will deliver, destroy, and/or make available to Valleywise Health, any or all of the Valleywise Health Data.


**37. INFORMATION SECURITY**

37.1 All systems containing Valleywise Health Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed so they are in compliance or are consistent with Valleywise Health's policies and standards regarding data usage and information security. To diminish information security threats,

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Contractor will (either directly or through its third-party service providers) meet the following requirements:

- (a) **Access Control.** Control access to Valleywise Health's resources, including sensitive Valleywise Health Data, limiting access to legitimate business need based on an individual's job-related assignment. Access must be granted to individuals via unique userids, and generic accounts are not permissible. Contractor will, or will cause the system owner to, approve and track access to ensure proper usage and accountability, and Contractor will maintain audit trails of activity related to access to Valleywise Health resources and make such information available to Valleywise Health for review, upon Valleywise Health's request.
- (b) **Incident Reporting.** Valleywise Health Report information security incidents immediately to Valleywise Health (including those that involve information disclosure incidents, unauthorized disclosure of Valleywise Health Data, network intrusions, successful virus attacks and unauthorized access or modifications.).
- (c) **Off Shore.** Direct services under the contract will be performed within the borders of the United States. Any services that are described in the contract that directly serve Valleywise Health and may involve access to secure or sensitive Valleywise Health Data or personal client data or development or modification of software for Valleywise Health will be performed within the borders of the United States. Unless stated otherwise in the contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers and to all Valleywise Health Data.
- (d) **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of Valleywise Health. Updates and patch management must be deployed using an auditable process that can be reviewed by Valleywise Health upon Valleywise Health's request.
- (e) **Encryption.** All systems and devices that store, process or transmit sensitive Valleywise Health Data must meet the requirements defined by HHS to render unsecured PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals. Specifically, data at rest must be encrypted in a manner consistent with NIST SP800-111 and data in motion must be encrypted in a manner consistent with one of the following standards: NIST SP800-52, NIST SP800-77 or FIPS 140-2.
- (f) **Notifications.** Notify Valleywise Health immediately if Contractor receives any kind of subpoena for or involving Valleywise Health Data, if any third-party requests Valleywise Health Data, or if Contractor has a change in the location or transmission of Valleywise Health Data. All notifications to Valleywise Health required in this Information Security paragraph will be sent to the Director, IT Security and Compliance at Valleywise Health in addition to any other notice addresses in the contract.
- (g) **Security Reviews.** Complete SSAE 16 or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review and approval by Valleywise Health upon Valleywise Health's request. Currently, no more than two (2) reviews per year are required.
- (h) **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for

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unauthorized applications, services, code and system vulnerabilities on the networks and systems included in the contract at regular intervals in accordance with industry standards and best practices. Contractor must correct weaknesses within a reasonable period of time, and Contractor must provide results of all tests to Valleywise Health upon Valleywise Health's request.

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

- (i) **Secure Development.** Use secure development and coding standards including a software development lifecycle that includes security code review and secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning as appropriate prior to releasing new software versions. Contractor will provide internal standards and procedures to Valleywise Health for review and approval upon Valleywise Health request.

**38. ASSIST WITH DEFENSE IN LITIGATION**

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

**39. USE OF Valleywise Health PROPERTY**

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

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

**40. SEVERABILITY**

40.1 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.

**41. NO WAIVER OF STRICT COMPLIANCE**

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

**42. PROHIBITION AGAINST LOBBYING**

42.1 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

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influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.

42.1.1 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.

**43. QUALITY MANAGEMENT**

43.1 Contractor shall fully cooperate with Valleywise Health to fulfill any quality management program requirements undertaken by Valleywise Health or required by the Centers for Medicare and Medicaid Services (CMS), AHCCCS/ALTCS, Arizona Department of Health Services (ADHS), and all other regulatory or accrediting bodies, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS, that pertain to services provided under this Contract.

**44. CERTIFICATION OF COST AND PRICING DATA**

44.1 The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which Valleywise Health finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to Valleywise Health that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.

44.1.1 Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to Valleywise Health, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

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

45.1 Valleywise Health may utilize Contractor's name as one of its Contractors or vendors in its marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval.

45.1.1 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.



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**46. NO THIRD-PARTY BENEFICIARY RIGHTS**

46.1 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.

**47. ADJUSTMENTS TO CONTRACT TERM AND PRICE**

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

**48. AUTHORIZED CHANGES:**

48.1 Valleywise Health reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on Valleywise Health unless evidenced in writing and approved by the authorized Valleywise Health representative prior to the institution of the change.

**49. ASSIGNMENTS**

49.1 Neither this Contract, nor any portion thereof, may be assigned to another party by Contractor without the written consent of Valleywise Health. Any attempt by the Contractor to assign any portion of this Contract without the written consent of Valleywise Health shall constitute a breach of this Contract and may render this Contract null and void.

49.1.1 No assignment shall alter the Contractor's legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's assignments.

49.1.2 Valleywise Health may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Contract.

**50. DISPUTES**

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

**51. NON-DISCRIMINATION**

51.1 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

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subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

**52. EQUAL EMPLOYMENT OPPORTUNITY**

52.1 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.

**53. COVENANT AGAINST CONTINGENT FEES**

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

**54. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY**

54.1 The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of Valleywise Health.

54.1.1 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.

54.1.2 Valleywise Health and its officers and employees shall not be liable for any act or omission by the Contractor occurring in the performance under this Contract or any other applicable Payer Contract, nor shall Valleywise Health be liable for purchases or contracts made by the Contractor in anticipation of funding hereunder.





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**55. DEFAULT**

55.1 In case of default by the offeror, Valleywise Health may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or all other remedies as provided by law.

**56. AVAILABILITY OF FUNDS**

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

**57. CONTRACTOR'S CONDUCT**

57.1 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.

**58. Valleywise Health WEAPONS POLICY**

58.1 Valleywise Health prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of Valleywise Health or its affiliated or related entities, in all Valleywise Health facilities, in all Valleywise Health vehicles, and at all Valleywise Health or Valleywise Health-affiliate sponsored events and activities, except as provided in § 12-781 of the *Arizona Revised Statutes* or unless written permission is given by the Phoenix Police Department and Maricopa County Sheriff's Department. Notification by contractors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of contractor (Contractor Parties) of this policy is a condition and requirement of the contract. Contractor further agrees to enforce this contractual requirement against all Contractor Parties.

**59. TOBACCO FREE**

59.1 Valleywise Health recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Therefore, all tobacco is prohibited on Valleywise Health property, facilities, grounds, parking structures, Valleywise Health-owned vehicles and structures owned or leased by Valleywise Health.

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

60.1 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

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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 Valleywise Health 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 Valleywise Health and that restricts any communication between Contractor’s network devices and Valleywise Health systems.
- (b) Contractor treats Valleywise Health network as an untrusted network and encrypts all cardholder data traversing Valleywise Health network using industry standard encryption algorithms.
- (c) A system where Valleywise Health 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.


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

61.1 The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either 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 a consultant to any other party of the contract with respect to the subject matter of the contract.

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

**62. CONTRACT TERMINATION**

- 62.1 TERMINATION
  - A. Termination for Convenience

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Either party may terminate this Contract, or any part thereof, at any time with **90** days' notice in writing to the other party. This provision does not preclude Valleywise Health from terminating the Contract sooner under other applicable provisions of this Contract.

- B. Termination by Mutual Agreement  
This Contract, or any part thereof, may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. Termination for Cause  
Valleywise Health may terminate this Contract for cause upon 14 calendar day's 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 cure notice thereof, emailed, served by certified or registered mail, return receipt requested.
  - (2) Professional misconduct as determined by the Valleywise Health Medical Staff in accordance with the Valleywise Health Medical Staff Bylaws or Rules and Regulations.
  - (3) Continual neglect of duty or violation of the Valleywise Health Policies or the Valleywise Health 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.
  - (5) In the opinion of Valleywise Health, Contractor provides personnel who do not meet the requirements of the contract.
  - (6) Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract.
  - (7) Contractor attempts to impose on Valleywise Health personnel or materials, products or workmanship, which is of an unacceptable quality.
  - (8) Contractor fails to furnish the required service and/or product within the time stipulated
  - (9) Contractor fails to make progress in the performance of the requirements of the contract and/or give Valleywise Health a positive indication that Contractor will not or cannot perform to the requirements of the contract.



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D. Immediate Termination

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

E. Termination - Availability of Funds

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

- F. Such notice shall be given by personal delivery or by registered or certified mail. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- G. If this Contract is terminated on the basis of Paragraph(s) 62. A, B, or D, the provisions of Paragraph 50, Disputes, do not apply.
- H. Valleywise Health shall have the right to terminate the contract at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
- I. Title to all materials, work-in-process and completed but undeliverable goods will pass to Valleywise Health after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit Valleywise Health to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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**63. RISK OF LOSS AND LIABILITY**

**63.1 TITLE AND RISK OF LOSS**

The title and risk of loss of material or service shall not pass to Valleywise Health until Valleywise Health actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

**63.1.1 ACCEPTANCE**

All material or service is subject to final inspection and acceptance by Valleywise Health. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

**63.1.2 FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

**63.1.3** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

**63.1.4 LOSS OF MATERIALS**

Valleywise Health does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

**63.1.5 DAMAGE TO Valleywise Health PROPERTY**

Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of Valleywise Health at no cost to Valleywise Health.

**63.1.6** Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish matching

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existing material as approved by Valleywise Health at Contractor's expense.

**64. WARRANTIES**

**64.1 GUARANTEE**

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by Valleywise Health against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to Valleywise Health except where it be shown that the defect was caused by misuse and not by faulty design.

**64.1.1 QUALITY**


Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which Valleywise Health intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to Valleywise Health, its successors, and assigns.

**64.1.2 RESPONSIBILITY FOR CORRECTION**

It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give Valleywise Health first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, Valleywise Health has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by Valleywise Health.

**65. LIENS**

**65.1** Contractor shall hold Valleywise Health harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before Valleywise Health will make payment.

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**66. QUALITY STANDARDS OF MATERIAL AND SERVICES**

66.1 If desired by Valleywise Health, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by Valleywise Health to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.

**67. REPAIR AND REPLACEMENT PARTS**

67.1 Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

**68. WORKMANSHIP**

68.1 Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

**69. Valleywise Health’s CONTRACTUAL RIGHTS**

**69.1 RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**69.1.1 NON-EXCLUSIVE REMEDIES**

The rights and remedies of Valleywise Health under this Contract are non-exclusive.

**69.1.2 STOP WORK ORDER**

Valleywise Health may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Valleywise Health after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

69.1.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Specialist shall make an equitable adjustment in the delivery

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schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**69.1.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH**

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

**69.1.4 ON TIME DELIVERY:**

Because Valleywise Health is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.

**69.1.5 COVENANT AGAINST CONTINGENT FEES**

Seller warrants that no person or selling agent 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 employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, Valleywise Health shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

**70. COST JUSTIFICATION**

70.1 In the event only one response is received, Valleywise Health may require that the offeror submit a cost proposal in sufficient detail for Valleywise Health to perform a cost/price analysis to determine if the bid price is fair and reasonable.


**71. WORK PRODUCT, EQUIPMENT AND MATERIALS**

71.1 All work product, equipment, or materials created or purchased under this contract belongs to Valleywise Health and must be delivered to Valleywise Health at Valleywise Health's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to Valleywise Health all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

**72. STRICT PERFORMANCE:**

72.1 Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.



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**73. OFFEROR’S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS**

73.1 The Offeror’s products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by Valleywise Health.

At the request of Valleywise Health representatives, the offeror shall provide Valleywise Health:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.

A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

73.1.1 Valleywise Health further reserves the right to make unannounced inspections of the Offeror’s facilities (during normal business hours).

**74. COMPLIANCE WITH LAWS**

74.1 Contractor agrees to fully observe and comply with all applicable 69.1 Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by Valleywise Health. Contractor agrees to permit Valleywise Health inspection of Contractor’s business records, including personnel records to verify any such compliance.

74.1.1 Because the Contractor will be acting as an independent contractor, Valleywise Health assumes no responsibility for the Contractor’s acts.

**75. LAWFUL PRESENCE REQUIREMENT**

75.1 Pursuant to A.R.S. §§ 1-501, Valleywise Health is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a Valleywise Health-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, Valleywise Health will offer the award to the next-highest responsive and responsible bidder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

**76. AIR POLLUTION**

76.1 In accordance with an executive order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona on July 16, 1996, Valleywise Health formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

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**77. ENERGY STAR**

77.1 Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, we will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See HB 2324, chaptered as Chapter 114, 46<sup>th</sup> Legislature, 1<sup>st</sup> Regular Session, amending A.R.S. 34-451.



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**1. ORDER OF PRECEDENCE**

- 1.1 In the event of a conflict in the provisions of the Contract, as accepted by Valleywise Health and as they may be amended, the following shall prevail in the order set forth below:
- A. Special terms and conditions
  - B. General Provisions/Standard terms and conditions
  - C. Statement or scope of work
  - D. Specifications
  - E. Attachments
  - F. Exhibits
  - G. Instructions to Offerors
  - H. Other documents referenced or included in the Invitation for Bid

**2. IMMUNIZATION REQUIREMENTS**

- A. Contractors who provide direct patient care at Valleywise Health facilities: At the time the Contractor initially reports to work at any Valleywise Health facility, that person shall present to Valleywise Health designee evidence as follows:
- 1) proof of immunity or immunization in compliance with current Valleywise Health immunization requirements or a signed declination statement.
  - 2) All employees or subcontractors of the Contractor who fail to provide such evidence will not be permitted to work in patient care areas.
- B. Contractors who do not provide direct patient care but have direct patient contact at any Valleywise Health facility (e.g., transportation): Contractor shall ensure that its employees, agents, and subcontractors meet minimum health standards. Upon request, the Contractor shall provide Valleywise Health with a current health status report (within the past 12 months) for each of its employees, agents and subcontractors who have worked in a Valleywise Health facility. The health status report shall include, without limitation,
- 1) proof of immunity or immunization in compliance with Valleywise Health immunization requirements or a declination statement
  - 2) date of last complete physical exam
- C. Contractors who have potential occupational exposure to known or suspected Valleywise Health TB patients: Contractors who are assigned to work where they may have potential occupational exposure to Valleywise Health patients with known or suspected infectious tuberculosis will have been evaluated, fit tested, educated and provided with a NIOSH approved particulate respirator, or protective device consistent with state and federal regulatory standards by the Contractor. Each Contractor employee and subcontractors will bring their own TB particulate respirator or other protective device with them when assigned to work with Valleywise Health patients.
- D. Valleywise Health will provide, if the Contractor elects, the option to use the Valleywise



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Health Employee Health Services Department to receive immunizations necessary to satisfy Valleywise Health requirements at the then current posted Valleywise Health fee schedule. Rates are subject to change annually and are established by Valleywise Health on the First of July each year and will be provided to the Contractor upon request.

**3. PRICE**

3.1 All prices submitted shall be firm and fixed for the initial one (1) year contract period. Thereafter, price adjustments will be considered **annually** provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. Valleywise Health will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the appropriate Valleywise Health Contract Specialist, 2601 E. Roosevelt St., 1st Floor, Education Pavilion, Phoenix, AZ 85008. Price increases agreed to by any staff other than Valleywise Health Contract Specialist in the form of a contract amendment are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing through an authorized Valleywise Health Contract Amendment.

**4. AWARD**

4.1 Valleywise Health reserves the right to award this contract in whole or in part to one or more contractors. Submittals without individual item prices listed will be considered as non-responsive and rejected.

**5. INCORPORATION BY REFERENCE**

5.1 All pricing, methods, procedures, techniques, etc. to be employed by the Contractor in performance of this Contract shall be as set forth in the quote submitted.

5.1.1 Nothing prohibits the addition of supplemental services, not identified in this Contract and deemed necessary by Valleywise Health and agreed to by the Contractor.

**6. METHOD OF ORDERING (PURCHASE ORDERS)**

6.1 Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include Valleywise Health of purchase order and contract number. The contractor understands and accepts that the terms and conditions of this contract are incorporated into all purchase orders and no request of counter terms written on invoices, packing slips, etc., by the vendor for any purchase shall not be accepted.

6.1.1 Contractor SHALL NOT ACCEPT ANY CHANGES AND/OR REVISIONS TO THE PURCHASE ORDER BY ANY PERSON(S) OTHER THAN AN AUTHORIZED BUYER WITHIN THE Valleywise Health PURCHASING DEPARTMENT. Failure to comply with this contractual requirement shall result in 1. Item being considered an "overage" reference Paragraph 13, "Overage in Shipment" and contractor shall immediately be

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responsible to issue a pickup ticket for item. Valleywise Health is not liable for any items not ordered by an authorized purchasing representative of Valleywise Health.

6.1.2 All terms and conditions regardless if stated on the individual purchase orders placed against the contract are the terms and conditions stated within this contract document.

6.1.3 Blanket Order: Valleywise Health “Blanket Orders” releases issued by Valleywise Health Purchasing will specify the contact name and phone number of the individual(s) authorized to place orders against the “BPO”. Only those persons listed are authorized to place orders against the BPO. Valleywise Health Purchasing is an authorized to make any changes/revisions to any/all Blanket Orders.

**7. PACKING SLIPS MUST CONTAIN THE FOLLOWING INFORMATION (at a minimum)**

- Company Name
- Company Address
- Company Phone Number
- Company Contact Person
- Contact persons Email Address
- Valleywise Health PO Number:
- Individual who placed the order along with contact information for that individual
- Date order was placed
- Quantities Ordered, Quantities Shipped, Unit of Issue, Product Number, Description
- Any back ordered Items

Any “Drop Ship” orders MUST display the information shown above, no exceptions will be made.

All distributors shall be held accountable to provide the above listed packing slip information to the Mfg., etc., for all orders to include “drop ship” orders. Orders which do not contain all packing slip information may be refused or considered an error (reference paragraph 14), or Valleywise Health may also keep the merchandise at no charge without penalty.

**8. CONTRACTOR TO PACKAGE GOODS**

8.1 Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Contractor's name and address; (b) Valleywise Health department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes. Contractor shall bear cost of packaging unless Contractor receives pre-approval in writing by an authorized purchasing agent of Valleywise Health. This letter must expressly state that Valleywise Health agrees to pay a specific fee to the Contractor for packaging.

**9. SHIPMENT UNDER RESERVATION PROHIBITED**

9.1 Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods



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**10. BACK ORDERS:**

10.1 Valleywise Health shall have the right to cancel and reorder from another contractor without penalty.

**11. LOCAL PRESENCE**

11.1 It is desirable for the contractor to have a local (Metropolitan Phoenix) stocked distribution center that accepts will call orders. Any additional fees associated with a will call order must be stated and agreed upon at the time order is placed.

**12. EMERGENCY ORDERS**

12.1 Contractor must be able to accept and expedite all emergency orders. This may include but is not limited to will call, same day and overnight shipments.

**13. OVERAGE IN SHIPMENT**

13.1 If contractor ships any overages it shall be the contractors' responsibility to arrange and pay for pick up and shipping of the overage within three calendar days after notification from Valleywise Health. If contractor fails to pick up any/all overages Valleywise Health has the right to:

- Charge Contractor Storage fees of not less than \$10.00 but not more than \$300.00 per calendar day for the first 30 calendar days.  
Storage costs are \$10 per pallet per day to upwards of \$25 per pallet per day
- If contractor fails to pick up item(s) within 30 calendar days, product may be destroyed by Valleywise Health without penalty.
- Keep overage at no cost or penalty to Valleywise Health. Contractor shall be responsible to pay all fees associated with destruction.

13.1.2 Valleywise Health shall not be held liable for any/all loss or damages incurred to overage while in their possession.

13.1.3 All fees may be deducted from invoices.

**14. RESTOCKING FEE'S**


14.1 Any/all restocking fee's must be stated at the time request for return.

**15. Valleywise Health INVENTORY:**

15.1 Valleywise Health has a stocking warehouse that houses commonly used items throughout the facilities. Valleywise Health shall only accept items that have a minimum shelf life of no less than 12 months from date of receipt. Any product received that does not meet this requirement will be returned without any penalty and/or restocking fees.

**16. COMPENSATION**

A. Subject to the availability of funds, Valleywise Health will, within 45 days from the date of receipt of an acceptable invoice, process and remit to the Contractor, a warrant for payment. Should Valleywise Health make disallowance in the invoice, the invoice shall

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be processed for the reduced amount. Contractor shall be notified in writing of the amount and reasons for any disallowances and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment. Contractor will direct all invoice inquiries to the Accounts Payable Department at (602) 344-8405. If the Contractor does not understand or disputes the findings of the Accounts Payable Department, or if the Contractor does not believe that there has been a fair resolution of the issue, they may initiate the Disputes process in accordance with the Disputes clause of this Contract.

- B. The Contractor understands and agrees that Valleywise Health will not honor any invoice submitted beyond the allowable time frame. Initial invoices for payment must be submitted within six months after date of service. Invoices must be resubmitted no more than 60 days after the date of service. Contractor understands and agrees that Valleywise Health will not process any invoice for payment for services rendered prior to the Contract expiration date, which are submitted 60 days after the Contract expiration date without approval of the Chief Financial Officer.

**17. METHOD OF PAYMENT**

17.1 Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the agreement number or bid number under which the contract is awarded.

17.1.2 PAYMENTS

Partial payments are not authorized on individual written contract order release number issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.

A. Contractor will provide separate invoices and mail to:  
[ap@valleywisehealth.org](mailto:ap@valleywisehealth.org)

B. Invoices must consist of the following information:

- Contractor's name
- Contractor's remit to address
- Contractor contact Name, telephone number and email address
- Contract Number
- Contract Not to Exceed (NTE) Amount
- Purchase Order Number
- Federal Tax ID number
- Date(s) of service
- Total charge
- Itemized listing of services (if applicable)
- Itemized listing of commodities, Product Number, Unit of Issue, Quantities, Unit Price, and Total Price.



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**17.2 PAYMENT USING COMMERCE BANK CREDIT CARD**

If credit card payment is acceptable, Valleywise Health agrees to pay contractor within 5 days of receipt of acceptance of delivery.

**18. OPTION FOR ADDITIONAL QUANTITIES AND PRODUCTS**

18.1 Valleywise Health anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual quantities or specific items that will be purchased under this contract. The District reserves the right to add or delete services associated with this solicitation, and the subsequent contract(s), as needed by the District

**19. OPTION TO EXTEND**

19.1 The contract is scheduled for award for the initial term of three (3) years with the option to extend for additional periods up to a maximum contract term of five (5) years.

**20. DELIVERY TIME**

20.1 All deliveries shall be made Monday through Friday, excluding Valleywise Health holidays, between during the hours of 8:00 A.M. – 3:00 P.M., local Arizona time. The contractor shall be responsible for any/all “reshipment/redelivery fees”.

**21. SUBSTITUTION OF SPECIFIED ITEMS**

21.1 Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words “or equal.” The Offeror may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of Valleywise Health, equal in every respect to the specifications then the Offeror must furnish the item or material with one that in, the opinion of Valleywise Health, is equal.

**22. LICENSES AND PERMITS**

22.1 If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

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.

22.1.2 The Contractor, Contractor’s employees and Subcontractors must not be under any sanctions, restrictions or provisional status from any applicable federal or state



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licensing/certifying/ credentialing agency, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS.

**23. SUBCONTRACTS**

23.1 No subcontract alters the Contractor's legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's subcontracts.

23.1.1 Contractor may enter into Subcontractor agreements with qualified vendors or with professional corporations. All such subcontracts are subject to the review and prior approval of Valleywise Health.

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

23.1.3 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.


23.1.4 Valleywise Health may require the termination of any subcontract or Subcontractor for the reasons set forth in Termination.

**24. AMENDMENTS**

24.1 All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.

24.1.1 When Valleywise Health issues an amendment, the Contractor shall sign and return the required number of original copies of the amendment. The provisions of such amendment will be deemed to have been accepted 60 days after the date of mailing by Valleywise Health even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies Valleywise Health in writing that it refuses to sign the amendment. If the Contractor provides such notification, Valleywise Health will initiate a Dispute or Termination proceeding, as appropriate.

24.1.2 Valleywise Health may, by written amendment, make changes within the general scope of this Contract. If any such amendment causes an increase or decrease in the cost of, or the

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time required for, performance of any part of the work under this Contract, the Contractor or Valleywise Health may assert its right to an equitable adjustment in compensation paid under this Contract. The Contractor or Valleywise Health must assert its right to such adjustment within 30 days from the date of receipt of the change notice.


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

**25. INSURANCE REQUIREMENTS**

25.1 Contractor must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the purchase and or use of the commodity. These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Valleywise Health in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**26. 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 Valleywise Health, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed under this Contract has been satisfactorily completed and formally accepted by Valleywise Health. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.
- D. **Tail Coverage.** In the event any insurance policy or policies required by this Contract are written

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on a “claims made” basis, Contractor shall obtain coverage for at least two years beyond the termination of this Contract based on availability of such coverage and reasonableness of cost.

- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor’s policies or any breach of a policy warranty shall not affect Contractor’s obligations or coverage afforded under the policies to protect Valleywise Health.
- F. **Waiver (Subrogation).** The policies shall contain a waiver of transfer rights of recovery (subrogation) against Valleywise Health, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor’s work or service.
- G. **Deductible/Retention.** Contractor’s policies may provide coverage, which contain deductibles or self-insured retentions. The Contractor shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall, upon request, furnish Valleywise Health with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect during term of this Contract and where relevant, thereafter. All Certificates of Insurance shall be identified with this Contract number and title.
- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Contract shall not expire, be canceled, or materially changed without 15 days prior written notice to Valleywise Health. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to Valleywise Health fifteen (15) days prior to the expiration date.
- J. **Copies of Policies.** Valleywise Health reserves the right to request and receive, within 10 working days of the request, certified copies of any or all of the above policies and/or endorsements referenced herein.
- K. **Primary Coverage.** Contractor’s insurance shall be the primary insurance under the terms of this Contract as respects Valleywise Health for any acts of Contractor; any insurance or self-insurance program maintained by Valleywise Health shall not contribute to or be excess of 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.



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- 2. Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 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 coverage's, 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.

**26.1 NOTICE OF CANCELLATION**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Valleywise Health, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed, or hand delivered or sent by certified mail to Valleywise Health Contracts Management, 2601 E. Roosevelt St. 1st Floor, Education Pavilion, Phoenix, Arizona 85008; emailed to: the appropriate Contract Specialist. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. Valleywise Health in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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**26.1.2 VERIFICATION OF COVERAGE**

Contractor must furnish Valleywise Health with certificates of insurance (ACORD form or equivalent approved by Valleywise Health) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

26.1.3 All certificates and any required endorsements are to be received and approved by Valleywise Health before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be sent directly to Valleywise Health Contract Specialist Address, 2601 E. Roosevelt St. 1st Floor, Education Pavilion, Phoenix, Arizona 85008. Valleywise Health project/contract number and project description are to be noted on the certificate of insurance. Valleywise Health reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**27. APPROVAL**


Any modification or variation from the insurance requirements in this Contract must have prior approval from Valleywise Health Contracts Management, whose decision shall be final. Such action will require a formal contract amendment.

**28. VENDORMATE**

Valleywise Health (“Valleywise Health”) is implementing a partner program that includes a series of policies aimed at better managing the rising complexity of regulatory compliance issues. The policies were developed with patient safety in mind and will enforce protocols for a more professional and consistent relationship with all partners.


All active contractors and vendors must be registered in the system in order to continue doing business with Valleywise Health. In order to assist Valleywise Health with credentialing all representatives in the most efficient way, we have partnered with Vendormate. Vendormate provides an internet-based service that will allow both you and Valleywise Health to navigate our compliance goals in an efficient, easy and comprehensive manner. Please go to <https://mihs.vendormate.com> to register and begin completing your profile and submitting the required compliance documentation for our review.

It is required that all vendors successfully register and complete the vendor approval process on. This must be completed before you will be able to enter any of our hospital departments. Once you have completed your profile and uploaded your compliance documentation, Vendormate will then review your information and ensure the completion of your user profile.

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**29. ADMINISTRATIVE FEE/USAGE**

- 29.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to Cooperative Purchasing Members – which include State entities, cities, counties, school districts and other qualified members. The administrative fee is calculated against all cooperative sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices.
- 29.1.2 At its option, Valleywise Health may expand or narrow the applicability of this fee. Valleywise Health shall provide thirty (30) days written notice prior to exercising or changing this option.
- 29.1.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item.
- 29.1.4 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found within this packet (Exhibit C) on a separate excel spreadsheet document. Any alternate Quarterly Usage Report format shall be approved by the Contracting Specialist. If there are no contract sales during a quarter a quarterly Usage Report indicating “no contract sales” shall be submitted to satisfy this requirement.
- 29.1.5 The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the Valleywise Health Contracts Management Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following email address:  
[mary.hammer@valleywisehealth.org](mailto:mary.hammer@valleywisehealth.org)
- 29.1.6 The submission schedule for Administrative Fees and Usage reports shall be as follows:
  - FY Q1 (July–Sept.) Due October 31
  - FY Q2 (Oct.–Dec.) Due January 31
  - FY Q3 (Jan.-March) Due by April 30
  - FY Q4 (April – June) Due by July 31
 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in Valleywise Health exercising any recourse available under the contract or as provided for by law.
- 29.1.7 Additional Reports. The Contractor shall furnish additional reports relating to contract usage as requested.

	DENTAL SUPPLIES & EQUIPMENT-REQUIREMENTS CONTRACT INVITATION FOR BID SECTION V SCOPE OF WORK	<b>90-21-319-IFB</b>
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**1. SPECIFICATIONS/SCOPE OF WORK REQUIREMENTS**

**1.1 SERVICE GOAL**


The objective of this IFB is to contract with Dental Supply manufacturer(s) and/or distributors, and to support Valleywise Health daily dental operation, which will allow the Dental Clinics to continue to provide dental services to the public in a cost effective manner. The current core items used by Valleywise Health can be found on (see Attachment “G” Pricing), with dental expenditures of approximately \$200,000 annually (equipment and supplies) this is only an estimate, no guarantees are made as to the annual volume or expenditures. It is the goal of Valleywise Health to reduce our annual expense without compromising the quality of the supplies and equipment that we require for our exceptional dental program.

Unless otherwise specified, any manufacturers’ names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, **not restrictive**. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. **Valleywise Health shall determine in its sole discretion whether a product is acceptable as an equivalent.**

The quantities shown are approximate, Valleywise Health makes no guarantee as to the quantity of items to be purchased. Valleywise Health may add and/or delete items from use as deemed to be in the best interest of Valleywise Health. Absolutely no Guarantee’s of product, quantity or dollar value is guaranteed under any resultant contract. This contract is non-exclusive.

**1.2 SCOPE OF WORK:**


The contractor shall maintain a monthly overall average fill rate of **98%**. Contractor shall inform ordering department of any orders not filled and the availability date. Valleywise Health is interested in reviewing proposals which show how to effectively reduce our current dental expenditures.

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

1. Name of Bidder: \_\_\_\_\_  
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 IFB, including specific details regarding the Bidder's experience.
  
8. Is your agency acting as the administrative agent for any other agency or organization?  
Yes  No:



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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?  
Yes  No:

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?  
Yes  No:

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)?  
Yes  No:

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?  
Yes  No:

If Yes, please explain.

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS  CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "C"  AUTHORIZATION TO SUBMIT BID AND REQUIRED  CERTIFICATIONS</b>	<b>90-21-319 IFB</b>
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By signing below, the Bidder hereby certifies that:

- \* They have read, understand, and agree that acceptance by Valleywise Health of the Bidder's offer by the issuance of a purchase order or contract will create a binding contract;
- \* They agree to fully comply with all terms and conditions as set forth in the Valleywise Health Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;
- \* They are in compliance with A.R.S. § 35-391 et. seq., §35-391.06 and A.R.S. § 35-393 et. seq. including §35-393.06 and do not have scrutinized operations in Iran or the Sudan and are not in violation of the Export Administration Act.

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

The Bidder is a corporation or other legal entity.

No attempt has been made or will be made by the Bidder to induce any other firm or person to submit or not to submit a Bid in response to this IFB.

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

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

\_\_\_\_\_  
FIRM SUBMITTING BID

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
CITY STATE ZIP CODE


\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT</b> <b>INVITATION FOR BID</b> <b>SECTION VI</b> <b>ATTACHMENT "D"</b> <b>ORGANIZATIONAL INFORMATION</b>	<b>90-21-319-IFB</b>
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**The Bidder shall use this document to describe the background of its company, its size and resources and details of relevant experience.**

1. Name of Bidder: \_\_\_\_\_

dba: \_\_\_\_\_

2. To whom should correspondence regarding this contract be addressed?

Individual's Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ 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 IFB, including specific details regarding the Bidder's experience.

8. Is your agency acting as the administrative agent for any other agency or organization?

Yes  No:


If yes, describe the relationship in both legal and functional aspects.



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ORGANIZATIONAL INFORMATION**

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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?  
Yes  No:
- 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?  
Yes  No:
- 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)?  
Yes  No:
- If yes, please explain:
15. 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?  
Yes  No:
- If Yes, please explain.
16. Valleywise Health is an ISO 9000 certified organization. It is important that Valleywise Health' suppliers also share the same value in quality commitment for their products and services. Does your organization have a quality management system (QMS) meeting the requirements of ISO 9001? If so, please briefly describe or provide a copy of your certificate.

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "E"  MINORITY BUSINESS/WOMEN BUSINESS/SMALL  /DISADVANTAGED BUSINESS</b>	<b>90-21-319-IFB</b>
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MINORITY BUSINESS/WOMEN BUSINESS/SMALL BUSINESS/DISADVANTAGED BUSINESS  
(Choose appropriate item):


- |   |  |
|---|--|
| <input type="checkbox"/> Minority Business Enterprise (MBE)       | <input type="checkbox"/> Small Business Enterprise (SBE)   |
| <input type="checkbox"/> Women Business Enterprise (WBE)<br>(DBE) | <input type="checkbox"/> Disadvantaged Business Enterprise |

\_\_\_\_\_  
Printed Name of Authorized Individual

\_\_\_\_\_  
Name of Submitting Organization

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "F"  REFERENCES</b>	<b>90-21-319-IFB</b>
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**Enter the information requested below for at least three (3) professional references. These references should be current or recent clients for whom the Offeror has provided similar services/supplies and scope whom the Contracts Administration may contact:**

**ALL CONTACT INFORMATION MUST BE ACCURATE; FAILURE TO PROVIDE ACCURATE INFORMATION MAY HAVE A NEGATIVE IMPACT ON YOUR OFFER.**


1. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date of Work: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date of Work: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_  
Date of Work: \_\_\_\_\_



DENTAL SUPPLIES & EQUIPMENT--REQUIREMENTS CONTRACT  
**INVITATION FOR BID**  
**SECTION VI**  
**ATTACHMENT "G"**  
**PRICE**  
**90-21-319-IFB**

**The document is to be used by the Bidder to specify proposed Pricing. Rate quotes are to be provided for the period of one year after award.**

Attachment "G" in a separate Attachment

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "H"  PROVISIONS AND STATED EXCEPTIONS TO SCOPE OF SERVICES  &amp; BID REQUIREMENTS</b>	<b>90-21-319-IFB</b>
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Bidders must use this section to state any exceptions to the Scope of Services and Bid Requirements outlined in the Solicitation. This is the only time Bidders may contest the Scope of Services and Bid Requirements. **Request for changes of the Scope of Services and Bid Requirements after the date Offers are due will not be considered and could subject the Offer to non-award on grounds of non-responsiveness.**

The Offeror must sign below indicating that they have read, understand and will comply with the other Contract Provisions set forth in the Solicitation. Offeror(s) may inspect the Contract Provisions at:

<https://valleywisehealth.org/about/procurement/open-solicitations/>. **Requests for changes of the other Contract Provisions will not be considered and could subject the Offer to non-award on grounds of non-responsiveness.**

Please sign and include this statement with your offer.

I have read the Scope of Services and all Requirements stated within this document and:

- I accept them
- I have stated my exceptions and have included them in this offer.


\_\_\_\_\_  
Printed Name of Authorized Individual

\_\_\_\_\_  
Name of Submitting Organization

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date



	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "I"  PROPRIETARY AND/OR CONFIDENTIAL INFORMATION</b>	<b>90-21-319-IFB</b>
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Since the District is subject to Arizona’s Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Offeror 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 Bidder 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 OFFEROR DEEMS TO BE PROPRIETARY AND/OR CONFIDENTIAL MUST BE CLEARLY IDENTIFIED AS SUCH IN THE BID ALONG WITH JUSTIFICATION FOR ITS PROPRIETARY AND/OR CONFIDENTIAL STATUS.<sup>1</sup>**

**NOTE: The offeror may not claim that the entire offer or the entire submission is proprietary and/or confidential. It is the offeror’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.<sup>2</sup>**

**Offeror should be aware that if a Court determines that the offeror’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, offeror understands and agrees that the District shall comply with the Court’s determination and offeror 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 offeror regarding the offeror’s responsibility to clearly identify its proprietary and/or confidential information. If a public records request is submitted to the District and the offeror did not clearly identify its proprietary and/or confidential information at the time their offer is submitted, the District will not provide offeror with any subsequent notice or opportunity to identify proprietary and/or confidential documents or information.

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

- Determined that no documents or information contained within this bid are proprietary and/or confidential in nature.
- Clearly identified specific documents or information that is deemed to be proprietary and/or confidential and have justified the reason for the proprietary status of any identified documents or information contained herein.

\_\_\_\_\_  
**Printed Name of Authorized Individual**


\_\_\_\_\_  
**Name of Submitting Organization**

\_\_\_\_\_  
**Signature of Authorized Individual**

\_\_\_\_\_  
**Date**

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).

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "J"  ACCEPTANCE OF PAYMENT FROM CRMC VIA CREDIT CARD</b>	<b>90-21-319-IFB</b>
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Offeror must indicate whether or not it would be willing to accept payment from CRMC via credit card with Commerce Bank. Such payment would result in quicker turnaround time of vendor's invoice once it has been approved for payment, eliminating the possibility of lost checks, mail delays, etc. Vendor understands that any/all merchant fees that may be associated with this credit card shall not be passed on to Valleywise Health. If the successful vendor has indicated that they will accept such payment, further information will be available at time of award. Vendor's response to this section will be factored into the comparative analysis and final decision."

Yes


No

\_\_\_\_\_  
**Printed Name of Authorized Individual**

\_\_\_\_\_  
**Name of Submitting Organization**

\_\_\_\_\_  
**Signature of Authorized Individual**

\_\_\_\_\_  
**Date**

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "K"  BUSINESS ASSOCIATE AGREEMENT</b>	<b>90-21-319-IFB</b>
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**Maricopa County Special Health Care District  
d.b.a.  
Valleywise Health  
2601 East Roosevelt Street  
Phoenix, AZ 85008-6092  
602.344.1497  
602.344.1813 (Fax)**


**BUSINESS ASSOCIATE AGREEMENT**

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


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

Definitions for terms in this Agreement:

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


	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "K"  BUSINESS ASSOCIATE AGREEMENT</b>	<b>90-21-319-IFB</b>
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2. **Contractors of Business Associate** means a person or an entity to whom an Associate delegates a function, activity, or service that the Associate has agreed to perform for a Covered Entity. A contractor of an Associate which creates, receives, maintains, or transmits personal health information on behalf of the business associate is itself a Business Associate and therefore will comply with the terms of this Agreement. For purposes of this Agreement the term "Contractor" includes the Contractor, its employees, its subcontractors and its agents.
3. **Protected Health Information ("PHI")** means the health information that is created or received by a Covered Entity; and relates to the physical condition, mental health or other health condition of an Individual, or to the provision of health care to the Individual (including but not limited to the payment for such health care); and identifies or can be used to identify the Individual as defined in 45 C.F.R. § 160.103.
4. **Individual** shall have the meaning set forth in 45 CFR §160.103, including a person who is the subject of the Protected Health Information, and shall include an individual or entity who qualifies as a personal, legal representative of the person, as the context requires.
5. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E, as may be amended, modified or superseded, from time to time.
6. **Security Rule** shall mean the Standards for Security of Individually Identifiable Electronic Health Information at 45 CFR Parts 160 and 164, Subparts A, C and E, as may be amended, modified or superseded, from time to time.
7. **Breach** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule, that compromises the security or privacy of the Protected Health Information as defined, and subject to the exception given to such term in 45 C.F.R. § 164.402.
8. **Breach Notification Rule** shall mean the interim final rule related to breach notification for unsecured protected health information at 45 C.F.R. Parts 160 and 164.
9. **Covered Entity** shall have the meaning given to such term in 45 C.F.R. § 160.103.
10. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule at 45 C.F.R. § 164.501.
11. **Security Incident** shall have the meaning given to such phrase under the Security Rule at 45 C.F.R. § 164.304.
12. **Unsecured PHI** shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.F.R. § 164.402.
13. **Electronic Protected Health Information or ePHI** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. § 160.103.
14. **Electronic Media** shall have the same meaning given to such term in 45 C.F.R. § 160.103.
15. **Health Information Technology for Economic and Clinical Health (HITECH) Act**, as codified at 42 U.S.C. §§ 17921-17954.
16. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  ATTACHMENT "K"  BUSINESS ASSOCIATE AGREEMENT</b>	<b>90-21-319-IFB</b>
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**It is agreed by and between the parties that:**

1. **Uses and Disclosures of Protected Health Information.** Associate will use and disclose PHI only for those purposes necessary to perform its duties, obligations and functions under the Contract, or as otherwise expressly permitted in this Agreement or as required by other law.
  - a. Associate will not use or further disclose any PHI in violation of this Agreement.
  - b. Associate may use PHI to perform data aggregation services as permitted by 45 C.F. R. § 164.504(e) (2) (i) (B).
  - c. Associate agrees that anytime it provides PHI received from Valleywise Health to a Contractor, its employees, subcontractor, or agent to perform Services for Valleywise Health, Associate first will enter into a contract with such Contractor, employees, subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Agreement.
  - d. If Associate maintains a Designated Record Set, Valleywise Health will provide Associate with copies of applicable policies and procedures, which the Associate will comply with as related to an individual's right to access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.
  
2. **Associate Use or Disclosure of Protected Health Information for its Own Purposes.** Associate may use or disclose PHI received from Valleywise Health for Associate's management and administration, or to carry out Associate's legal and contractual responsibilities. Associate may disclose PHI received from Valleywise Health to a third party for such purposes only if:
  - a. The disclosure is required by law; or
  - b. Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify the Associate of any breaches in the confidentiality of the PHI.
  - c. Associate may use and disclose de-identified health information, if (i) the use is disclosed to Valleywise Health and permitted by Valleywise Health in its sole discretion, (ii) that the de-identification is in compliance with 45 C.F.R. § 164.502(d), and (iii) the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b).
  - d. Associate shall use and disclose PHI only to the extent reasonably necessary to accomplish the intended purpose of such PHI.
  
3. **Safeguards.** Associate will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI not otherwise permitted in this Agreement.
  - a. Associate also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("e-PHI"), if any, that Associate creates, receives, maintains, and transmits on behalf of Valleywise Health.
  - b. Upon request of Valleywise Health, Associate will provide evidence to Valleywise Health that these safeguards are in place and are properly managed.
  
4. **Reports of Improper Use or Disclosure of Secure or Unsecure Protected Health Information and of Security Incidents and Breaches.** Associate will report in writing to Valleywise Health any use or disclosure


	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT</b> <b>INVITATION FOR BID</b> <b>SECTION VI</b> <b>ATTACHMENT "K"</b> <b>BUSINESS ASSOCIATE AGREEMENT</b>	<b>90-21-319-IFB</b>
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of PHI, including any breach, not permitted by the contract between Associate and Valleywise Health within five (5) days of Associate's learning of such use, disclosure or breach or within five (5) days following the exercise of reasonable diligence would have known of the improper use, disclosure, or breach.

5. **Mitigation of potential harmful effects.** Associate shall mitigate all potential harmful effects of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Immediately following the Associate's discovery of a Breach (or upon the Associate's reasonable belief that a Breach has occurred), Associate shall provide Valleywise Health with sufficient information to permit Valleywise Health to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq.
- a. Specifically, if the following information is known to (or can be reasonably obtained by) the Associate, Associate will provide to Valleywise Health all available information that Valleywise Health is required to include in its notification to the individual pursuant to the Breach Notification Rule, including but not limited to:
    - i. contact information for individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, street address, phone number, email address);
    - ii. a brief description of the circumstances of the Breach, including the date of the Breach, the date of discovery of the Breach, and the identity of who accessed and received the Unsecured PHI;
    - iii. a description of the types of unsecured PHI involved in the Breach (e.g., names, social security number, date of birth, address(s), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
    - iv. a brief description of what the Associate has done or is doing to investigate the Breach, mitigate harm to the individual impacted by the Breach, and protect against future Breaches; and
    - v. contact information for a liaison appointed by the Associate with whom Valleywise Health may ask questions and learn additional information concerning the Breach.
  - b. Following a Breach, Associate will have a continuing duty to inform Valleywise Health of new information learned by Associate regarding the Breach, including but not limited to the information described in items (1) through (5), above.
  - c. Associate also will report in writing to Valleywise Health any Security Incident (successful or unsuccessful) of which Associate becomes aware within five (5) business days of Associate learning of such use or disclosure.

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


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

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6. **Obligations Regarding Associate Personnel.** Associate will appropriately inform all of its employees, agents, representatives, members of its workforce, and Contractors, its employees, subcontractors, or agents of Associate ("Associate Personnel"), whose services may be used to satisfy Associate's obligations under the Contract and this Agreement of the terms of this Agreement. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this Agreement. Associate will maintain a system of sanction for any Associate Personnel who violates this Agreement.
7. **Access to Protected Health Information.**
  - a. **Valleywise Health Access.** Within five (5) business days of a request by Valleywise Health for access to PHI received from Valleywise Health, Associate will make requested PHI available to Valleywise Health.
  - b. **Patient Access.** If a Patient requests access to PHI directly from Associate, Associate will within five (5) business days forward such request in writing to Valleywise Health. Valleywise Health will be responsible for making all determinations regarding the grant or denial of a Patient's request for PHI and Associate will make no such determinations. Only Valleywise Health will release PHI to the Patient pursuant to such a request.
8. **Amendment of Protected Health Information.**
  - a. **Valleywise Health Request.** Within five (5) business days of receiving a request from Valleywise Health to amend an individual's PHI received from Valleywise Health, Associate will provide such information to Valleywise Health for amendment. Alternatively, if Valleywise Health request includes specific information to be included in the PHI as an amendment, Associate will incorporate such amendment within five (5) business days of receipt of the Valleywise Health request.
  - b. **Individual Request.** If an individual makes a request for amendment directly to Associate, Associate will forward within five business days such request in writing to Valleywise Health. Valleywise Health will be responsible for making all determinations regarding amendments to PHI and Associate will make no such determinations.
9. **Accounting of Disclosures; Requests for Disclosure.**
  - a. **Disclosure Records.** Associate will keep a record of any disclosure of PHI received from Valleywise Health that Associate makes to its employees, subcontractors, and agents, or other third parties other than:
    - (1) Disclosures to health care providers to assist in the treatment of patients;
    - (2) Disclosures to others to assist Valleywise Health in paying claims;
    - (3) Disclosures to others to assist Valleywise Health in conducting its health care operations, as defined in 45 C.F.R. § 164.501; or
    - (4) Disclosures made pursuant to an individual's Authorization.


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

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

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- b. **Data Regarding Disclosures.** For each disclosure for which it is required to keep a record under paragraph 8(a), Associate will record and maintain the following information:
- (1) The date of disclosure;
  - (2) The name of the entity or person who received the PHI, and, the address of such entity or person, if known.
  - (3) A description of the PHI disclosed; and
  - (4) A brief statement of the purpose of the disclosure.
- c. **Provision to Valleywise Health.** Associate will provide to Valleywise Health its record of disclosures under paragraph 8(a), if any, within thirty days of each disclosure. Within five business days of receiving a notice from Valleywise Health of an individual's request for an accounting, Associate also will provide to Valleywise Health its disclosure record.
- d. **Patient Request to Associate.** If a Patient requests and accounting of disclosures directly from Associate, Associate will forward the request to Valleywise Health within five (5) business days of Associate's receipt of the request and will make its records of disclosures available to Valleywise Health as otherwise provided in this Section. Valleywise Health will be responsible to prepare and for delivery of the records of disclosure to the Patient. Associate will not provide an accounting of its disclosure directly to the Individual.
10. **Notice of Privacy Practices.** Valleywise Health shall provide Associate a copy of its Notice of Privacy Practices ("Notice") in accordance with 45 C.F.R. § 164.520 as well as any changes to the Notice. If Valleywise Health' Notice specifically affects Associate's use or disclosure of PHI, Valleywise Health shall inform Associate of the specific limitations. Associate shall abide by the limitations of Valleywise Health' Notice that affects its use or disclosure of PHI of which it has been specifically informed. Any use or disclosure permitted by this Agreement may be amended by changes to Valleywise Health' Notice if Valleywise Health specifically informs Associate of the amendment: provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Associate relied prior to receiving notice of such amended Notice.
11. **Access to Books and Records.**
- a. **Valleywise Health Access.** Associate will, within five (5) business days of Valleywise Health written request, make available during normal business hours at Associate's offices, all records, books, agreements, policies and procedures relating to the use or disclosure of PHI received from Valleywise Health for the purpose of allowing Valleywise Health or its agents or auditors to determine Associate's compliance with this Agreement.
  - b. **Government Access.** Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Associate on behalf of, Valleywise Health available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Associate or Valleywise Health as a result of this Section.
12. **Termination.** Valleywise Health may immediately terminate the Contract, if any and this Agreement upon written notice to Associate if Valleywise Health determines that the Associate or subcontractor(s) or agent(s) of Associate has breached a material term of this Agreement. Alternatively, Valleywise Health may elect to provide



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Associate with written notice of Associate's or subcontractor(s)' or agent(s)' of Associate breach of any term or condition of this Agreement and afford Associate the opportunity to cure the breach to the satisfaction of Valleywise Health within thirty (30) days of the date of such notice. If Associate fails to timely cure the breach, as determined by Valleywise Health at its sole discretion, Valleywise Health may terminate the Contract and this Agreement.


**13. Return or Destruction of Protect Health Information.**

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

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

**15. Mitigation Procedures.** Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from Valleywise Health in a manner contrary to this Agreement or the Privacy Standards.

**16. Compliance with the HITECH Act.** Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Associates, and will comply with all regulations issued by the Department of

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Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations.

- a. Associate will also comply with Section 13402 of the HITECH Act, codified at 42 U.S.C. § 17932, and with all regulations issued by HHS to implement this statute, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations. Associate will make a report to the Valleywise Health of any breach of unsecured protected health information, as required by 42 U.S.C. § 17932(b), within five (5) business days of Associate's discovery of the breach. Associate will indemnify Valleywise Health for any reasonable expenses Valleywise Health incurs in notifying individuals of a breach caused by Associate or its subcontractors or agents.

**17. Miscellaneous.**

- a. **Compliance with Laws.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Should such developments occur, and upon either Party's good faith request, the other Party agrees to enter good faith negotiations concerning the terms of an amendment to this Agreement.
- b. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards and Security Standards issued by the Department of Health and Human Services and other applicable state or federal laws, rules and regulations as amended from time to time.
- c. **No Third-Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- d. **Assignment of Rights and Delegation of Duties.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed. Notwithstanding any provisions to the contrary, however, Valleywise Health retains the right to assign or delegate any of its rights and obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- e. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- f. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards and Security Standards, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.



	<b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT  INVITATION FOR BID  SECTION VI  EXHIBIT "A"  <u>Valleywise Health EMPLOYEE VERIFICATION  WORKSHEET</u></b>	<b>90-21-319-IFB</b>
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**Maricopa County Special Health Care District, dba, Valleywise Health ("Valleywise Health")  
Contractor Employment Record Verification Form and Employee Verification Worksheet**  
Complete and return within 30 days of receipt or as specified in cover letter to:

**Valleywise Health  
Contracts Management  
2601 E. Roosevelt St., 1st FL, Education Pavilion  
Phoenix, AZ 85008**

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

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

<b>Contract Number:</b>		
<b>Name (as listed in the contract):</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

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:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title:





	<p><b>DENTAL SUPPLIES &amp; EQUIPMENT--REQUIREMENTS CONTRACT INVITATION FOR BID EXHIBIT "C" COMBINED WORKBOOK FOR QUARTERLY USAGE REPORT</b></p>	<p><b>90-21-319-IFB</b></p>
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## **EXHIBIT "C"**

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**IS AVAILABLE FOR DOWNLOAD ON THE Valleywise Health  
PROCUREMENT WEBSITE:**

<https://valleywisehealth.org/about/procurement/vendor-registration/>