



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

**REQUEST FOR QUOTATION  
VALET SERVICES  
90-22-106-RFQ**

**DATE OF ISSUE:**

**NOVEMBER 10, 2021**

**DEADLINE FOR INQUIRIES:**

**November 23, 2021 NO LATER THAN 12:00PM PHOENIX AZ. TIME**

**DATE & TIME PROPOSALS DUE: December 2, 2021 NO LATER THAN @11:00AM PHOENIX, AZ. TIME**



REQUEST FOR QUOTATION

90-22-106-RFQ

OFFER AND ACCEPTANCE

Request for Quotation No: 90-22-106-RFQ

Due Date: December 2, 2021

Material and/or Services: VALET SERVICES

Due Time: No Later Than: 11:00AM

Location: Valleywise Health Contracts Management

Mailing Address: Due to Covid 19 all offers must be -Emailed to Mary.Hammer@valleywisehealth.org

By signing below, the Proposer hereby certifies that:

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

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding the prices quoted. The Proposer is a corporation or other legal entity.

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

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

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

Vendor Quotation

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

Contractor FEIN/SSM: \_\_\_\_\_

Company Account Manager

Payment Terms: net 45 days

Address

City

State

Zip Code

Telephone:

Email:

Authorized Signature

Typed Name

Title

Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Valleywise Health Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Offerors offer as accepted by the District. The Offeror is hereby cautioned not to commence any billable work or provide any material or service under this contract until the offeror receives an executed Blanket Purchase Order

Approved by:

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

Contract Number: 90-22-106-

This is NOT a Purchase Order

Contract Term: Three years (3) with the option to renew for a period not to exceed five (5) Years



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**VALET SERVICES**

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**SCOPE OF WORK**

**SCOPE OF WORK:**

**Introduction**

Maricopa County Special Health Care District dba Valleywise Health hereby solicits quotations from qualified respondents to provide Professional Valet Services.

**I. GENERAL DESCRIPTION.** Valleywise Health intends to award a contract to a qualified and responsible Offeror the right and privilege to operate a Valet Parking Concession from designated areas to be determined by the Valleywise Health Senior Director of Security (Director). Valet Parking is defined by the parking patrons’ use of a single drop-off and pick-up point for their vehicles. This contract shall not allow Attendant Assist parking at any time.

**II. CONCESSION CONCEPT.**  
The Contractor shall at its sole cost and expense, administer, manage, and operate a first-class Valet Parking Concession at Valleywise Health locations in accordance with the National Valet Parking Associations (NVPA) Rules and Regulations and any/all amendments thereto.

- III. GENERAL PROCEDURES AND STANDARDS.**
- A. VALET PARKING CONCESSION KIOSK DAYS/HOURS OF OPERATION.** Valet Contractor will provide Valet Parking Service a minimum of five (5) days a week as determined by VALLEYWISE HEALTH, which must operate starting no later than 6:00 A.M. and remain open until at least 6:30 P.M. There must always be one person assigned to the porte cochere whose duties are to meet patrons, issue or take their claim tickets and facilitate the parking and/or return of the patron’s vehicles.
  - B. VALET PARKING CONCESSION KIOSK.** The Valet Parking Concession Kiosk and related signage will be approved in writing by the Director as to design, color, age, specific location installed, and location(s) to be placed on the sidewalk.
  - C. ATTENDANT GREETING.** Upon patrons arriving for the drop-off of their vehicle, Valet Parking Concession’s personnel, which staff the Concession at VALLEYWISE HEALTH (the “Attendants”), shall promptly open the patron’s car door(s) at the moment the patron arrives in the Valet Parking Drop-Off and Pick-Up Area, provide personal greeting, assist with the patron and passengers exiting the vehicle, assist in removing wheelchairs, etc. and clearly explain the procedures regarding the valet service.
  - D. TRAFFIC MANAGEMENT.** The Contractor shall monitor and manage all traffic in the Valet Parking Drop-Off and Pick-Up and Staging Areas. Management of the traffic flow



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may include setting up and taking down cones or barricades and erecting or replacing delineators as warranted and/or required.

- E. VALET PARKING DROP-OFF AND PICK-UP AREA / SIGNAGE. The Valet Parking Drop-Off and Pick-Up Area shall be used for the drop-off and pick-up of the patron’s vehicles that are utilizing the Valet Parking Concession services. Signage, approved in writing by the Director prior to installation, shall be placed in the Valet Parking Drop-Off and Pick-Up Area designating the Valet Parking Concession. Additional signage shall be visible indicating Concessionaire’s business name and located in pre-approved areas.
- F. VEHICLE DROP-OFF. Once a patron drops off their vehicle and the Attendant conducts the Vehicle Inspection and completes the transaction with the patron, the Attendant shall immediately relocate the patron’s vehicle to the Staging Area or the Parking Area as appropriate. No staging of vehicles shall be allowed in the Valet Parking Drop-Off and Pick-Up Area.
- G. AREA CHANGES. VALLEYWISE HEALTH reserves the right to change and/or alter the designation of the Valet Parking Drop-Off and Pick-Up, Staging, Parking and porte cochere areas referenced herein and serviced under this Contract, at its discretion and at any time to meet the Health System’s operational needs and requirements, without such being considered a change to the Contract.
- H. VEHICLE PICK-UP. Once a patron notifies the Attendant (in-person, cellular phone, or otherwise) of their intent to pick up their vehicle, the Attendant shall retrieve the patron’s vehicle from the Parking or Staging Area and relocate it to the Valet Parking Drop-Off and Pick-Up Area. Attendant shall make every effort to eliminate or minimize the patron’s “wait-time” at the Valet Parking Concession Kiosk for vehicle pick-up. Prior to removing the vehicle from the Staging Area, the Attendant shall inspect the vehicle (Digital Photographs are encouraged). **Contractor shall provide a “call ahead” phone number for customers to call while in route to pick up their car.**

Upon bringing a patron’s vehicle to the porte cochere, the Attendant is to wait by the vehicle with the driver’s door opened. As the patron approaches the vehicle, the Attendant will assist the patron into the car, verify the claim ticket (by matching the number to the identifying number on the other portion of the ticket that was retained with the vehicle), and hand the keys to the patron. This is done so that the patron does not inadvertently turn the ignition key to an already idling vehicle, potentially causing ignition damage.



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**I. VEHICLE INSPECTIONS.** Attendants shall immediately inspect all vehicles entering the Valet Parking Drop-Off and Pick-Up Area for security purposes and for determining prior exterior damage to the vehicles (the “Vehicle Inspection”). For exterior damage, Attendants are encouraged to take digital pictures of all four sides of the vehicle. Prior to conducting and performing the Vehicle Inspections, the Attendants shall receive training in how to perform the security portion of the Vehicle Inspections, which excludes the inspection for prior exterior damage. The Attendant shall notify VALLEYWISE HEALTH Security immediately upon finding any suspicious activity or suspicious items while performing a Vehicle Inspection (all in accordance with the Attendant’s training). Attendants shall be available for additional training or ongoing training as determined by the Contractor.

Unsafe vehicles should not be brought into the parking facility.

If the brakes or clutch seem faulty, it is the best practice to move the vehicle to a safe parking place in the porte cochere.

**J. CLAIM TICKET.** A claim ticket shall be issued by the Attendant to each patron upon entering the Valet Parking Drop-Off and Pick-Up Area, with copy of same kept with Attendant. The claim ticket shall state, at a minimum, the full name of the customer, vehicle make, model and color, date and time of arrival and departure. The location of the vehicle in Staging Area shall be marked on the Attendant’s copy. Claim Tickets shall be readily available for inspection by law enforcement and the VALLEYWISE HEALTH Security Department for any security purposes.

The claim check initially handed to the patron must have an area where the Attendant can note pre-existing damage. Whenever possible, each vehicle should be visibly inspected for damage while the patron is dropping it off. Damage should be noted, both verbally to the patron and on the ticket. During times in which there is a great amount of activity and operational logistics preclude pre-inspection, Attendants should perform an inspection after they have parked the vehicle. Disclaimers should be printed on the claim portion of the tickets specifying both the operator’s and owner’s responsibilities.

**K. VEHICLE AND KEY ACCOUNTABILITY.** All Vehicle keys must be protected by a locking [valet key box](#) or stored inside a [lockable valet podium](#) at all times. Like-wise all vehicles must be locked after they have been parked.

**L. CUSTOMER SERVICE TRAINING.** All Attendants shall receive no less than three hours of Customer Service training per year. Prior to a Valet being assigned to an VALLEYWISE HEALTH facility, they must receive an initial three hour training course that includes the items listed below.



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- Behavior-both expected and unacceptable
- Dress code
- How to greet, address and thank customers
- Proper responses to a variety of queries
- How to handle an angry, belligerent or intoxicated customer
- How to handle a very ill customer
- How to prevent and handle damage claims
- Attendance and on-time policy
- Job performance standards
- Emergencies
- Safety
- Filling out paperwork

M. ATTENDANT UNIFORMS & APPEARANCE. All Attendants shall have a professional appearance and shall be clothed in a clean and attractive uniform with appropriate insignia and name plate so they may be readily identified by patrons. Valets hands must have a manicured or cared-for appearance, valet shall not wear large rings or loose metal wristwatches/jewelry.

N. SECURITY DIRECTIVES. The submission of an Offer shall constitute conclusive evidence that the Proposer understands the security environment. Offerors further understand that VALLEYWISE HEALTH shall not be responsible for any loss of revenue or the Concessionaire's capital investment for any loss due to implementation of new security policy/procedure for any VALLEYWISE HEALTH facility.

O. UTILITIES. The Concessionaire shall have the right to use reasonable VALLEYWISE HEALTH pre-approved utilities located on the Premises at the commencement of the Agreement.

P. INSURANCE. The Concessionaire will be required to maintain insurance as provided in the Agreement and name VALLEYWISE HEALTH as additional insured on such insurance as any damage or loss incurred to any vehicles or patrons under the terms of this contract are the responsibility of the Contractor.

All Attendants must know where incident report forms are located and how to complete them. Should an incident occur, the Attendant shall notify VALLEYWISE HEALTH Security immediately and will provide VALLEYWISE HEALTH security with a copies of all incident reports. Attendant will provide VALLEYWISE HEALTH Security with the final disposition of the Incident and copies of all related documentation. Disclaimers must be printed on the claim portion of the tickets.



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**Q. FACTORS TO ELIMINATE**

- The valet is responsible to clean/sweep the Valet Parking Drop-Off and Pick-Up and porte cochere areas daily to maintain a professional environment and to eliminate nails, screws, or other sharp objects that could cause a flat tire.
- Attendants must not use vehicles as writing surfaces.
- Attendants may not engage in any excessive speeding or reckless driving.
- Attendants must never move a vehicle with a door even partially open, not even for a short distance.
- Attendants should only adjust a vehicle's seat if no other option is available to safely move the vehicle, then placing the seat back to its original location upon returning the vehicle to the patron.
- ***Attendants shall NOT accept gratuities of any kind. If attendants are offered a gratuity they are to politely decline.***

**R. LEVELS OF SERVICE**

The following are defined levels of service (LOS) for wait times when claiming vehicles calculated as the time from receipt of the patron's ticket to the return of their vehicle:

***Valet Wait Times -- Level of Service (LOS)***

LOS	Wait Time (1)
A	Less than 4 minutes
B	4 - 6 minutes
C	6 - 8 minutes
D	8 - 10 minutes
E.	Exceeds 10 minutes

Arriving patrons, on the other hand, must not be made to wait in their vehicles for any substantial length of time before they are greeted and attended to.

The Attendant shall indicate on the on the ticket the time the patron called or came to the site for their vehicle, once the vehicle has been brought to the patron, that time will be entered into



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the ticket. Copies of these tickets will be provided or made available to the Director at his/her discretion.

If the overall monthly service level is a “C” or lower, the Contractor will be required to provide an action plan to improve the LOS that will be immediately implemented.

If the overall monthly service level remains at a “C” or lower, VALLEYWISE HEALTH has the right to terminate the contract with 30 days written notice. VALLEYWISE HEALTH shall not be held financially liable to the Contractor for any portion of the contract or amendments.

If the overall annual service level score is a “C” or lower, VALLEYWISE HEALTH has the right to terminate the contract with 30 days written notice. VALLEYWISE HEALTH shall not be held financially liable to the Contractor for any portion of the contract or amendments.

S. **REPORTING**

On a monthly basis, the Contractor shall provide a report to the Director which will include, but not be limited to, the following information:

- Number of patrons served per day;
- Average wait time per car (LOS);
- Hours worked by Attendants;
- Incidents; and
- Patron complaints, compliments or other matters/concerns of interest.

T. **SUPPLIES**

At a minimum, the contractor shall provide the following:

- *Podium* – A tasteful looking podium with a self-locking cabinet and drawer should be positioned at the porte cochere.
- *Five-part tickets* – The drawing at right represents a typical five-part ticket used in most valet operations. Each section is identically numbered and the bottom part (5) is separated from the ticket and handed to the patron to serve as their claim ticket. The Attendant takes the entire ticket with the vehicle and parks. The top portion (1) is separated and hung from the mirror, numbered side facing out. The key tag portion (2) is secured to the vehicle’s key ring. The control portion (3) is filled out with the vehicle description, the location that it is parked in, and any damage is noted. The control portion and receipt (4) are then brought, still attached, to the porte cochere. Upon claiming a vehicle, the receipt (4) is separated and handed to the patron. The claim ticket (5) and control portion (3) are stapled together and retained at the porte cochere.





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The Attendant who has retrieved the vehicle must verify that the hang-tag (1) matches the receipt (4) that the patron has provided.

- *Uniforms* – Attendant uniforms are to be professional in appearance but comfortable. It is recommended that the uniform have few, or preferably no, pockets.
- *Pens* –Attendants use to fill out tickets.
- *Emergency equipment* – Invest in jacks and vehicle trolleys, tire pumps, and air compressors, oil absorbent, and fire extinguishers. Retain the phone numbers of several qualified locksmiths and tow truck facilities available.
- *Traffic Cones* – Traffic cones may be needed to delineate the boundaries of the valet parking area and/or other requirements.

**III PROPOSER QUALIFICATIONS**

U. Your proposal should include, the following information. Failure to include these items may be grounds for rejection of your proposal.

- Present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Quotation.
- The proposer shall provide 5 references for accounts that you are or recently have provided services as requested in this Request for Quotation. Include the name of the company, a contact name and phone number.
- The proposer shall provide evidence of current licenses and insurance required to provide this service.
- The proposer shall describe its employee hiring standards, to include background checks and fingerprint policy.
- The proposer shall detail your staff training program, and customer feedback program.
- The proposer shall acknowledge that attendants understand they are not to accept gratuities.
- Provide detailed information covering the Offeror’s past experience managing and operating similar Valet Parking Concessions,
  - What are your current operations?
  - Provide a list of key personnel that will be assigned to Valleywise Health
  - Provide the experience for each of the key personnel to include (but not limited to).
    - Year of experience
    - Facilities in which valet service was provided (hospital, hotel, sporting events, etc.)
    - What checks do you do on your drivers? How often do you run these checks.
    - What technology does your company leverage?
    - What do reviews say about your company?



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- What training do you provide to your valets? How often? How long is the training?
- What customer service training do you provide to your valets? How often? How long is the training?
- In the past year, what has your turnover rate been?
- Are the valets employed by your company or are they subcontracted?
- What training have your valets had as it applies to Covid-19?
- What is your process if there is any damage to a vehicle?
- How do you keep keys safe and organized.
- What is your system for handling lost tickets before handing over car keys to someone who claims to own a vehicle?
- Will a manager be on-site? If so, how often?
- Explain how your companies insurance is structured in the event of the following:
  - a vehicle is damaged while in the valet lot.
  - a person is injured by a vehicle, driven by the valet.
  - one of the Valets is injured while providing valet service
- How does your company ensure that valet(s) will be at the site on the agreed upon days at the agreed time and for the agreed amount of hours?
- How do you know if a valet does not show up for their shift?

**V. MINIMUM VALET QUALIFICATIONS:**

- Possess a valid Arizona driver’s license and meet any vision and hearing minimums as required by the Arizona Department of Public Safety for a “routine” Driver's License, and must wear any appliances for corrected vision or hearing while on the job;
- Be 18 years of age or older;
- Pass initial and routine alcohol and drug test;
- Possess no criminal background;
- Able to drive vehicles with Automatic and Standard Transmissions;
- Perform under pressure, in order to meet the patron’s time constraints, as well as provide an orderly and timely appearance in the retrieval of articles, items and vehicles;
- Be polite, attentive and responsible to patron’s needs, while able to “Team Work” during stressful and fast-paced situations, with the ability to help the patrons, as well as fellow Attendants, while under stress;
- Able to work with and without other employees, depending on the circumstances;
- Able to appear at different work sites periodically, and fill-in for absent Attendants at different locations and at different times;



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- Ensure the security of the vehicles entrusted to the Attendant, to include attentiveness to one's surroundings to facilitate proactive security measures;
- Able to work outdoors under all types of weather conditions;
- Able to operate all types of passenger motor vehicles, including luxury class and high performance vehicles, vans and small trucks.
- Maintain familiarity with all State, Federal, and Local requirements regarding lawful and safe vehicle operations and abide by such.
- Describe how your company will verify each of the valets meet and maintain these minimum requirements.

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



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**HOW TO RESPOND TO THIS RFQ:** To respond to this Request for Quotations, the Offeror must:

Submit via email a quotation not to exceed fifteen (15) pages describing how you would perform **Valet Services** on behalf of Valleywise Health. (Preprinted company brochures may be submitted as attachments and won't count toward the maximum number of pages). The quotation must contain sufficient detail to allow Valleywise Health to make an informed and realistic evaluation of the Offeror's services.

Submit with your quotation the following that apply:

1. License, certification(s), etc.
2. Certificates of insurance for:  
Commercial general liability  
Vehicle liability  
Worker's compensation  
Professional liability  
Current W-9
3. Written business history/ professional qualifications submitted for review process.
4. Offer and Acceptance (Complete and sign)
5. Attachment "A" Pricing
6. Attachment "B" References
7. Attachment "C" Exceptions to the RFQ Requirements and/or contract provisions
8. Attachment "D" Minority/Small/Disadvantaged Business
9. Attachment "E" Proprietary and/or Confidential Information
10. Attachment "F" Contractor Employee Verification Requirement
11. Attachment "G" Business Associate Agreement.
12. Attachment "H" Offerors General Questionnaire
13. Attachment "I" COVID-19 Mandate



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The items listed are a summary of **additional** information requested in the RFQ, this list is being provided for information purposes only. The offeror is responsible to verify if any additional information has been requested but is not listed, Valleywise Health is not responsible for any items that may be required in the response but are not listed.

1. Claim Ticket- Scope of Work “J”. provide a copy of the claim ticket you will use if awarded this contract.
2. Explain how the valet inspects for “pre-existing damage”. How is this information documented?
3. If a person is picking up their car and states the valet has caused damage to their vehicle, how will your valet/company handle this?
4. Vehicle and Key Accountability Scope of work “K”- Please provide information on how you ensure all keys are secured.
5. Customer Service Training -Scope of work “L”- what is covered in your customer service training? How long does this training last. Is the customer service training a mandatory annual requirement with your company?
6. Attendant Uniforms & Appearance-Scope of work “M”-what type of uniforms do the Valets wear?
7. Insurance-Scope of work “P”- Does your company have it’s own incident report forms? If yes, please provide a copy.
8. Proposer Qualification-Scope of work “U”- Provide information/documentation requested:
  - Present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Quotation.
  - The proposer shall provide 5 references for accounts that you are or recently have provided services as requested in this Request for Quotation. Include the name of the company, a contact name and phone number.
  - The proposer shall provide evidence of current licenses and insurance required to provide this service.
  - The proposer shall describe its employee hiring standards, to include background checks and fingerprint policy.
  - The proposer shall detail your staff training program, and customer feedback program
  - Information covering the Offeror’s past experience managing and operating similar Valet Parking Concessions,
  - Current operations?
  - Provide a list of key personnel that will be assigned to Valleywise Health
  - Provide the experience for each of the key personnel to include (but not limited to).
  - Year of experience
  - Facilities in which valet service was provided (hospital, hotel, sporting events, etc.)
  - What checks do you do on your drivers? How often do you run these checks.
  - What technology does your company leverage?



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- What do reviews say about your company?
- What training do you provide to your valets? How often? How long is the training?
- What customer service training do you provide to your valets? How often? How long is the training?
- In the past year, what has your turnover rate been?
- Are the valets employees of your company or are they subcontracted?
- What training have your valets had as it applies to Covid-19?
- What is your process if there is any damage to a vehicle before taking possession and returning to customer?
- How do you keep keys safe and organized.
- What is your system for handling lost tickets before handing over car keys to someone who claims to own a vehicle?
- Will a manager be on-site? If so, how often?
- Explain how your companies insurance is structured in the event of the following:
  - a vehicle is damaged while in the valet lot.
  - a person is injured by a vehicle, driven by the valet.
  - one of the Valets is injured while providing valet service
- How does your company ensure that valet(s) will be at the site on the agreed upon days at the agreed time and for the agreed amount of hours?
- How do you know if a valet does not show up for their shift? If a valet does not show up for their shift, explain how your company would work with Valleywise Health to remedy the situation.
- Provide documentation to support that your company has successfully operated a Valet Parking Concession for not less than three years under the Offeror’s current name and for at least the past five years.

**Minimum Valet Qualifications-Scope of work “V” - Provide information/documentation requested**

- Possess a valid Arizona driver’s license and meet any vision and hearing minimums as required by the Arizona Department of Public
- Safety for a “routine” Driver’s License, and must wear any appliances for corrected vision or hearing while on the job;
- Be 18 years of age or older;
- Pass initial and routine alcohol and drug test;
- Possess no criminal background;
- Able to drive vehicles with Automatic and Standard Transmissions;
- Perform under pressure, in order to meet the patron’s time constraints, as well as provide an orderly and timely appearance in the retrieval of articles, items and vehicles;



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- Be polite, attentive and responsible to patron’s needs, while able to “Team Work” during stressful and fast-paced situations, with the ability to help the patrons, as well as fellow Attendants, while under stress;
- Able to work with and without other employees, depending on the circumstances;
- Able to appear at different work sites periodically, and fill-in for absent Attendants at different locations and at different times;
- Ensure the security of the vehicles entrusted to the Attendant, to include attentiveness to one’s surroundings to facilitate proactive security measures;
- Able to work outdoors under all types of weather conditions;
- Able to operate all types of passenger motor vehicles, including luxury class and high performance vehicles, vans and small trucks.
- Maintain familiarity with all State, Federal, and Local requirements regarding lawful and safe vehicle operations and abide by such.
- Describe how your company will verify each of the valets meet and maintain these minimum requirements?

**EVALUATION:** Representatives of Valleywise Health will evaluate the quotations and determine which quotations are acceptable and which are unacceptable for further consideration. If multiple quotations are determined to be acceptable for further consideration, Valleywise Health reserves the option to call for and enter into discussions (interviews) with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the quotations, if considered by Valleywise Health to be in the best interest of Valleywise Health.

The evaluation criteria are listed below in relative order of importance.

Valleywise Health’s assessment of the Offerors:

1. Abilities: to meet and satisfy the needs of Valleywise Health, taking into consideration additional services, specialized services, or expertise offered that exceed the requirements, or the vendor’s inability to meet some of the requirements of the specifications.
2. Cost: while cost is the most significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
3. Qualifications: to provide Valleywise Health with these services for the required period, appropriate staffing, provide necessary resources and show a history of demonstrated competence in providing these services to other like healthcare institutions.
4. Response to the RFQ is clearly stating and understanding the scope of work.

**CODE:** The Valleywise Health Procurement Code governs this procurement and is incorporated by this reference (<http://Valleywise Health.org/uploads/sites/19/District Procurement Code - Revised Eff 04-23-2015.pdf>). Pricing on written quotations is to remain confidential until the transaction is complete, i.e., the purchase order is issued. The respondent understands that the successful respondent is to be an Independent Contractor in



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the performance of work and the provision of services under any contract issued and is not to be considered an officer, employee, or agent of Valleywise Health. This announcement does not commit Valleywise Health to award a contract or to pay any costs incurred in the preparation of quotations. Valleywise Health reserves the right to accept or reject, in whole or in part, all quotations submitted and/or to cancel this announcement. Valleywise Health reserves the right to award more than one contract based upon the quotation(s) most advantageous to Valleywise Health, price and other factors considered. Valleywise Health reserves the right to reject any or all offers and to negotiate changes in the quotations or best and final offers.

**INQUIRIES: Direct all inquiries to Mary Hammer at [Mary.Hammer@valleywisehealth.org](mailto:Mary.Hammer@valleywisehealth.org) no later than November 23, 2021 by 12:00PM, Phoenix, AZ. Time**

**RFQ DUE DATE AND TIME: Quotations must be received via email no later than December 2, 2021 11:00 A.M. Phoenix, Arizona Time.**

Quotations may be e-mailed to Mary Hammer at [Mary.Hammer@valleywisehealth.org](mailto: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 RFQ and it is strongly suggested that Respondents ensure that delivery of quotations have been received by Contracts Management before the deadline. Hard copies are not currently being accepted due to COVID-19.

**INQUIRIES:**

Questions concerning this Request for Quotations may be submitted to Mary Hammer via e-mail at [Mary.Hammer@valleywisehealth.org](mailto:Mary.Hammer@valleywisehealth.org). Written questions concerning this Request for Quotations package should receive **no later than November 23, 2021 by 12:00PM**, Phoenix, AZ. Time. **Direct contact with any Valleywise Health personnel associates with this procurement other than the Procurement Officer Mary Hammer, is not allowed beginning with the issuance of this document through contract award.** Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves firms already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Valleywise Health. Answers to the written questions submitted by Respondents concerning the RFQ will be provided in the form of an Addendum via the Valleywise Health website.

It is the responsibility of all potential Respondents to check the Valleywise Health web site for any Addendums to the RFQ and to ensure signed Addenda are included in their response to the Solicitation.

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the Director, Procurement & Contracts. No alteration of any resultant contract may be made without the express written





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approval of the Director, Procurement & Contracts in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the District Procurement Code. Any such action is subject to the legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
4. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the District requires an offer in response to this Solicitation to be valid and irrevocable for 90 days after the opening time and date.
5. **Term of Contract:** The term of any resultant contract shall commence on Contract Approval and shall continue for a period of Three (3) years, with the option to extend for additional periods up to a maximum contract term of five (5) years, thereafter, unless terminated, cancelled or extended as otherwise provided herein.
6. **Price Adjustment:** The submitted pricing should remain in effect for the initial term of the contract, if contract is reviewed for a period not to exceed five years, the Valleywise Health, Contracts Administration will review fully documented requests for price increases. The request for a price increase must be based must be made no less than sixty days prior to the anniversary date of the contract and must contain supporting documentation (i.e. Consumer Price Index). The Valleywise Health, Contracts Management and the Valleywise Health Security Department will determine whether the requested price increase, or an alternative option, is in the best interest of the District. The contractor shall likewise offer any published price reduction to the District concurrent with its announcement to other customers. Advanced sixty day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Valleywise Health, Contracts Management no annual increase shall exceed 2%.  
**Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
7. **Discussions:** In accordance with the Valleywise Health Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
8. **Taxes:** The Valleywise Health is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
9. **Quotation Rejection:** Valleywise Health reserves the right to reject any, or all, quotations, combinations of items, or lot and to waive defects or informalities.
10. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design, and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete



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description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.

11. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
12. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended, or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
13. **New:** All items shall be new, unless otherwise stated in the specifications.
14. **Payment:** The Valleywise Health will make every effort to process for the purchase of goods or services within forty-five (45) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
15. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Valleywise Health shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



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**1. ORDER OF PRECEDENCE**

To the extent that the Special Provisions, if any, conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement conflicts with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions conflict with the General Provisions, Special Provisions or Work Statement, then the Compensation Provisions shall control.

**2. DEFINITIONS**

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

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

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

**Comprehensive Health Center (CHC)** means the Family 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/respondent's quotation.

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

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

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

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

**Community Healthcare Centers (CHC)** means one or more of the facilities listed in Exhibit A.

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

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

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

**Valleywise Health** means Valleywise Health Medical Center, the Comprehensive Healthcare Center (CHC), Desert Vista, the Family Healthcare Centers (FHCs), 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



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Maricopa County Special Health Care District.

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

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

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

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

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

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

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

**3. LAWS, RULES AND REGULATIONS**

A. This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations.

B. The Contractor warrants compliance with A.R.S. subsection § 41-4401, A.R.S. subsection § 23-214, the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to Valleywise Health upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Contract. I-9 forms are available for download at USCIS.GOV.

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



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C. Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and Valleywise Health policies related to the detection of fraud, waste and abuse. The following documents are incorporated into this agreement by reference and available to Contractor via the links below. Contractor signifies receipt of the documents and agrees to comply with the requirements stipulated by federal law and Valleywise Health policy:

1. The Valleywise Health False Claims Act policy is available at: <https://valleywisehealth.org/legal/privacy-Policy> under the Compliance Policies and Information section.
2. Information about all Valleywise Health programs to detect and prevent fraud, waste and abuse is available at: <https://valleywisehealth.org/legal/privacy-policy/> under the Compliance Policies and Information section.

D. The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the appropriate municipality; any action thereon shall be brought in the appropriate court in the State of Arizona.

**4. NO GUARANTEED VOLUME**

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

**5. NON-EXCLUSIVE STATUS**

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

**6. COOPERATIVE PURCHASING**

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

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

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



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

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

**9. SUPPLY AND OWNERSHIP OF INFORMATION**

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

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

**10. LICENSES AND PERMITS**

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

**11. TAX AND INSURANCE OBLIGATIONS**

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



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**12. RETENTION AND ADEQUACY OF RECORDS**

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

**13. CONTRACT COMPLIANCE MONITORING**

- A. Valleywise Health shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by Valleywise Health, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and copying for the 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.
- B. If Valleywise Health needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and Valleywise Health agree in writing, they will equally share such expenses.
- C. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- D. Valleywise Health may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

**14. AUDIT AND AUDIT DISALLOWANCE**

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



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- D. Contractor, upon written notice, shall reimburse Valleywise Health for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.
- E. Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses and court costs.

**15. VALLEYWISE HEALTH RECOUPMENT RIGHTS**

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

**16. DISPUTES**

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

**17. NON-DISCRIMINATION**

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

**18. EQUAL EMPLOYMENT OPPORTUNITY**

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

**19. COVENANT AGAINST CONTINGENT FEES**

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





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

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

**21. INDEMNIFICATION**

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Valleywise Health, its agents, representatives, officers, directors, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs) relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions or mistakes relating to any service provided by Contractor as well as any other activity of or by Contractor under the terms of this Contract or any other Payer Contracts that are incorporated into this Contract. Contractor's duty to hold harmless, defend and indemnify Valleywise Health, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense, including but not limited to those attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes or omissions related to any service or professional services as well as any other activity under the terms of this Contract, or any other contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.  
In addition to the indemnification obligations set forth above, if the Contractor provides goods or services other than direct patient care services under this Contract, Contractor must provide for the defense and defend Valleywise Health in any actions referenced above.
- B. Nothing in this Contract or any other contract(s) including Payer Contracts that are incorporated into this Contract may be construed as limiting the scope of the indemnification provisions contained in this Contract.
- C. The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

**22. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS AND BONDS**

- 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.



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- 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 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



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- completed operations and blanket contractual covering.
- 2. Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$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 coverages, with limits of no less than \$1,000,000 (or up to \$5,000,000 based on exposure risk) for each claim and \$3,000,000 (or up to \$15,000,000 based on exposure risk) in the aggregate.
  - 6. Directors and Officers Liability Coverage.** Directors and Officer Liability, with coverage limits at levels that are customary in the community for group medical practices.
  - 7 HIPAA and cyber-security breach insurance. Security, Privacy, Data Breach Insurance.** Contractor shall maintain security, privacy, and data breach insurance (including coverages for HIPAA violations) in the amount of no less than \$5,000,000. in the aggregate per year. Upon request, Contractor shall furnish the District with certificate(s) from the insurance carriers (or from contractor's Risk Management Office if issued by governmental unit) evidencing such coverage including a provision of thirty (30) days' notice of cancellation or nonrenewal of coverage

**22.1 BONDS (not applicable for this RFQ)**

~~Contractor shall provide a written commitment to furnish satisfactory annual performance and Payment bond in the amount of \$25,000.00 if selected as a Contractor for a contract. Contractors selected for contract award shall be required to obtain bonds in the amounts stated within 5 business days after notice of recommendation to award. Failure to provide the required payment and performance bonds will be grounds to retract award recommendation, if contract is awarded and Contractor fails to provide bonds anytime throughout the contract, the contract shall be terminated immediately with no penalty of any kind to VALLEYWISE HEALTH. These bonds are not to be expressly limited as to the time in which action may be instituted against the surety company for possible non-performance of the contractor.~~

~~Proposers are advised that all contracts awarded as a result of this solicitation will require an annual payment and performance bond from the Contractor to maintain in the amount of either \$25,000.00.~~



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~~If the Contractor is unable to maintain a \$25,000.00 available bonding capacity, he/she shall state the limit he/she can maintain in the proposal. Available bonding capacity of less than \$25,000.00 will eliminate Contractor from further of projects and the contract will be terminated without penalty of any kind to Valleywise Health.~~

**23. ASSIST WITH DEFENSE IN LITIGATION**

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

**24. USE OF VALLEYWISE HEALTH PROPERTY**

- A. The Contractor shall not use Valleywise Health premises, property (including equipment, instruments and supplies), or personnel for any purpose other than the performance of the duties under this Contract.
- B. Contractor will be responsible for any damages to Valleywise Health property when such property is the responsibility of or in the custody of the Contractor, his employees or subcontractors.

**25. SEVERABILITY**

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

**26. NO WAIVER OF STRICT COMPLIANCE**

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

**27. PROHIBITION AGAINST LOBBYING**

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

**28. QUALITY MANAGEMENT**

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



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

- A. The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which Valleywise Health finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to Valleywise Health that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.
- B. Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to Valleywise Health, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.

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

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

**31. NO THIRD PARTY BENEFICIARY RIGHTS**

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

**32. TERM OF THIS CONTRACT AND RIGHT TO EXTEND**

The initial term of this Contract is three (3) years and may be extended for a period not to exceed five (5) years, unless otherwise terminated or extended in accordance with the terms of this Contract.

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

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

Requests for change in Contract terms, including price adjustments, shall be submitted by Contractor sixty (60) days prior to the contract term 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 only.

**34. ASSIGNMENTS**

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



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- B. No assignment shall alter the Contractor's legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's assignments.
- C. Valleywise Health may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Contract.

**35. SUBCONTRACTS**

- A. No subcontract alters the Contractor's legal responsibility to Valleywise Health to assure that all of the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all of the Contractor's subcontracts.
- B. Contractor may enter into Subcontractor agreements with qualified vendors or with professional corporations. All such subcontracts are subject to the review and prior approval of Valleywise Health.
- C. Contractor agrees that it is liable and responsible for any act or omission by the Subcontractor, its employees, agents, officers and representatives, occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on Valleywise Health property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Subcontractor's performance of this Contract. Contractor shall bear the above stated liability for all consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by Valleywise Health to enforce this provision, even in absence of its own negligence, unless Valleywise Health actions caused the loss or damage.
- D. If Contractor is a professional corporation, professional limited liability company, partnership or other association, Contractor shall obligate in writing each of its shareholders, members, partners or professional employees who may perform services under this Contract, to comply with all of the terms and conditions of this Contract.
- E. Valleywise Health may require the termination of any subcontract or Subcontractor for the reasons set forth in Paragraph #37, Termination.

**36. AMENDMENTS**

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



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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.

**37. TERMINATION**

A. Termination for Convenience

Either party may terminate this Contract, or any part thereof, at any time with 90 day's 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 days written notice to the Contractor. Such cause may include, but not be limited to, the following:

- (1) Breach of this Contract which is not corrected within 14 calendar days after written notice thereof, served by certified or registered mail, return receipt requested.
- (2) Professional misconduct as determined by Valleywise Health Medical Staff in accordance with the Valleywise Health Medical Staff Bylaws or Rules and Regulations.
- (3) Continual neglect of duty or violation of Valleywise Health Policies or 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.

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



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

**38. DEFAULT**

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

**39. AVAILABILITY OF FUNDS**

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

**40. CONTRACTOR'S CONDUCT**

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

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

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

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





**SPECIAL PROVISIONS  
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**1. ORDER OF PRECEDENCE**

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

**2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

**3. STANDARDS AND LICENSURE**

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

**4. REFERRALS AND PROHIBITIONS AGAINST SOLICITATION**

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



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- C. Contractor shall immediately notify Valleywise Health of any change in office location, telephone numbers and hours of business.
- D. Contractors, who are not subject to any state or federal regulatory or accrediting body, shall fully comply with all Valleywise Health policies, procedures, and standards.

**5. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

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

**6. IMMUNIZATION REQUIREMENTS**

- A. At the time the Contractor initially reports to work at any Valleywise Health facility, that person shall present to Valleywise Health designee evidence as follows:
  - 1) Proof of immunity or immunization in compliance with current Valleywise Health immunization requirements or a signed declination statement.
  - 2) Respiratory Fit testing within the past 12 months if use of N-95 Respirator is required.
  - 3) Proof of annual TB screening as required by Arizona Administrative Code Title 9, Chapter 10, R9-10-113.
  - 4) Be compliant with Valleywise Health Covid-19 mandates  
All employees or subcontractors of the Contractor who fail to provide such evidence will not be permitted to work.
- B. Valleywise Health will provide, if the Contractor elects, the option to use the Valleywise Health Occupational Health Services Department to receive immunizations or laboratory services necessary to satisfy Valleywise Health requirements at the then current posted Valleywise Health fee schedule. Rates are subject to change annually and are established by Valleywise Health on the First of July each year and will be provided to the Contractor upon request.

**7. VENDOR REGISTRATION**

All vendors are required to register in the Valleywise Health Vendor Portal, create a company profile, and supply company-level data for authentication and credentialing by the Valleywise Health third party partner, Vendormate. Vendor registration allows Valleywise Health to access your company’s data to process payments in a timely manner, ensure compliance with internal controls and regulatory requirements, and



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review accurate and complete vendor information to maintain ongoing relationships. During the term of the agreement, Contractor agrees to register in the Valleywise Health Vendor Portal at <https://ValleywiseHealth.vendormate.com> and is responsible for the annual registration fee payable to Vendormate. Fees may vary based on your companies risk profile. Failure to register and maintain a current registration will prevent issuance of payment for any product or service rendered. Representatives of Contractor that require onsite access to the Valleywise Health facilities may be required to fulfill additional requirements and pay additional fees for more extensive authentication and credentialing.

**8. INCORPORATION BY REFERENCE**

All methods, procedures, techniques, etc. to be employed by the Contractor in performance of this Contract shall be as set forth in the quotation submitted, as modified by agreement of the parties. The Contractor's quotation, as modified, is incorporated by reference as set forth in Attachment A – Contractor RFQ Response. The Maricopa County Special Healthcare District dba Valleywise Health Procurement Code is hereby incorporated by Reference along with all State of Arizona Revised Statutes as they apply to work provided under any resultant contract.

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

**9. 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 Offeror, a warrant for payment. Should Valleywise Health make disallowance in the invoice, the invoice shall 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.



**SPECIAL PROVISIONS  
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**10. METHOD OF PAYMENT**

A. Contractor will provide separate invoices and mail to:

Valleywise Health  
Attention: Accounts Payable Department  
ap@ ValleywiseHealth.org

B. Invoices must consist of the following information:

- Contractor's name
- Contract Number
- Purchase Order Number
- Federal Tax ID number
- Date(s) of service
- Itemized Charge
- Total charge
- Itemized listing of services

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

Yes  No

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHEMENT A: PRICING**

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**VALET SERVICES**

The bidder hereby certifies that they have read, understand, and agree that acceptance by Valleywise Health of the respondent's offer will create a binding contract. Further, they agree to fully comply with all terms and conditions set forth in this agreement and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

	VALLEYWISE HEALTH MAIN ENTRANCE COVERAGE MUST BE FROM 6AM-6PM (adjustments may be made)		
1 EA	Valet (Bilingual)	\$	HR
	VALLEYWISE HEALTH CHC ENTRANCE COVERAGE MUST BE FROM 6AM-6PM (adjustments may be made)		
1 EA	Valet (Bilingual)	\$	HR

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of authorized individual

I certify that I am the person in the organization listed above who is responsible for, or authorized to make, decisions regarding the prices quoted.



**ATTACHMENT B: REFERENCES  
VALET SERVICES**

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Proposer will provide a customer reference list of no less than three (5) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by Valleywise Health. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer. Proposer shall not include Valleywise Health as a reference. Any references provided that contain inaccurate information will not be considered.

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



**ATTACHMENT B: REFERENCES  
VALET SERVICES  
(CONTINUED)**

**90-22-106-RFQ**

5. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_



**ATTACHMENT C: EXCEPTION TO RFQ REQUIREMENTS AND/OR CONTRACT PROVISIONS VALET SERVICES**

**90-22-106-RFQ**

**Vendors are to indicate below any exceptions they have taken to the Terms, Conditions or Specifications:**

**No Exceptions.**

**Vendor takes the following Exceptions:**

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

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

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

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

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

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

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

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

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

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

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

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

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





**ATTACHMENT D: MINORITY  
/WOMEN/SMALL/DISADVANTAGED BUSINESS  
VALET SERVICES**

**90-22-106-RFQ**

=====

MINORITY BUSINESS/WOMEN BUSINESS/SMALL BUSINESS/DISADVANTAGED BUSINESS  
(Check appropriate item):

- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- Women Business Enterprise (WBE)
- Disadvantaged Business Enterprise (DBE)

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

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

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

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



**ATTACHMENT E: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION VALET SERVICES**

**90-22-106-RFQ**

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

**PURSUANT TO THE PROCUREMENT CODE, ANY SPECIFIC DOCUMENTS OR INFORMATION THAT THE PROPOSER DEEMS TO BE PROPRIETARY AND/OR CONFIDENTIAL MUST BE CLEARLY IDENTIFIED AS SUCH IN THE PROPOSAL ALONG WITH JUSTIFICATION FOR ITS PROPRIETARY AND/OR CONFIDENTIAL STATUS.<sup>3</sup>**

**NOTE: The Proposer may not claim that the entire Proposal or the entire submission is proprietary and/or confidential. It is the Proposer’s responsibility to clearly identify each document and each piece of information in their submission that is proprietary and/or confidential. The final determination of nondisclosure, however, rests with the Procurement Officer.<sup>4</sup>**

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

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

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

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

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

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

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

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

<sup>3</sup> MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104, CONFIDENTIAL OR PROPRIETARY INFORMATION.

<sup>4</sup> MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT (MCSHCD) PROCUREMENT CODE, ARTICLE 1, GENERAL PROVISIONS, PARAGRAPH HS-104(C).



**ATTACHMENT F:  
CONTRACTOR EMPLOYMENT RECORD VERIFICATION REQUIREMENT  
90-22-106-RFQ**

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

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

**Valleywise Health  
Contract 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:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:



**ATTACHMENT G  
90-22-106-RFQ**



**Maricopa County Special Health Care District  
d.b.a.  
Valleywise Health  
2601 East Roosevelt Street, 1<sup>st</sup> Floor Education Pavilion  
Phoenix, AZ 85008-6092  
602.344.1497  
602.344.1813 (Fax)**

**BUSINESS ASSOCIATE AGREEMENT**

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

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

Definitions for terms in this Agreement:

1. **Business Associate or Associate** means an entity that creates, receives, maintains or transmits PHI for a function or activity on behalf of a Covered Entity, regulated by Subchapter C of Title 45 of the Code of Federal Regulations. In addition, an Associate can be an entity that provides data transmission services to a Covered Entity, is more than a mere conduit of information, and allows a Covered Entity to access the maintained information in a manner beyond a random or infrequent basis. The terms “Business Associate”, “Associate” and “Contractor” are synonymous. Notwithstanding this definition, if Contractor does not have access to or create Protected Health Information under this Contract, Contractor is not an Associate, and the terms of this Agreement do not apply to Contractor.
2. **Contractors of Business Associate** means a person or an entity to whom an Associate delegates a function, activity, or service that the Associate has agreed to perform for a Covered Entity. A contractor of an Associate which creates, receives, maintains, or transmits personal health information on behalf of the business associate is itself a Business Associate and therefore will comply with the terms of this Agreement. For purposes of this Agreement the term “Contractor” includes the Contractor, its employees, its subcontractors and its agents.
3. **Protected Health Information (“PHI”)** means the health information that is created or received by a Covered Entity; and relates to the physical condition, mental health or other health condition of an Individual, or to the provision of health

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care to the Individual (including but not limited to the payment for such health care); and identifies or can be used to identify the Individual as defined in 45 C.F.R. § 160.103.

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

**It is agreed by and between the parties that:**

1. **Uses and Disclosures of Protected Health Information.** Associate will use and disclose PHI only for those purposes necessary to perform its duties, obligations and functions under the Contract, or as otherwise expressly permitted in this Agreement or as required by other law.
  - a. Associate will not use or further disclose any PHI in violation of this Agreement.
  - b. Associate may use PHI to perform data aggregation services as permitted by 45 C.F. R. § 164.504(e) (2) (i) (B).
  - c. Associate agrees that anytime it provides PHI received from Valleywise Health to a Contractor, its employees, subcontractor, or agent to perform Services for Valleywise Health, Associate first will enter into a contract with such Contractor, employees, subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Agreement.
  - d. If Associate maintains a Designated Record Set, Valleywise Health will provide Associate with copies of applicable policies and procedures, which the Associate will comply with as related to an individual's right to access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.

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2. **Associate Use or Disclosure of Protected Health Information for its Own Purposes.** Associate may use or disclose PHI received from Valleywise Health for Associate’s management and administration, or to carry out Associate’s legal and contractual responsibilities. Associate may disclose PHI received from Valleywise Health to a third party for such purposes only if:
  - a. The disclosure is required by law; or
  - b. Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify the Associate of any breaches in the confidentiality of the PHI.
  - c. Associate may use and disclose de-identified health information, if (i) the use is disclosed to Valleywise Health and permitted by Valleywise Health in its sole discretion, (ii) that the de-identification is in compliance with 45 C.F.R. § 164.502(d), and (iii) the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. § 164.514(a) and (b).
  - d. Associate shall use and disclose PHI only to the extent reasonably necessary to accomplish the intended purpose of such PHI.
3. **Safeguards.** Associate will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI not otherwise permitted in this Agreement.
  - a. Associate also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information (“e-PHI”), if any, that Associate creates, receives, maintains, and transmits on behalf of Valleywise Health.
  - b. Upon request of Valleywise Health, Associate will provide evidence to Valleywise Health that these safeguards are in place and are properly managed.
4. **Reports of Improper Use or Disclosure of Secure or Unsecure Protected Health Information and of Security Incidents and Breaches.** Associate will report in writing to Valleywise Health any use or disclosure of PHI, including any breach, not permitted by the contract between Associate and Valleywise Health within five (5) days of Associate’s learning of such use, disclosure or breach or within five (5) days following the exercise of reasonable diligence would have known of the improper use, disclosure, or breach.
5. **Mitigation of potential harmful effects.** Associate shall mitigate all potential harmful effects of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Immediately following the Associate’s discovery of a Breach (or upon the Associate’s reasonable belief that a Breach has occurred), Associate shall provide Valleywise Health with sufficient information to permit Valleywise Health to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq.
  - a. Specifically, if the following information is known to (or can be reasonably obtained by) the Associate, Associate will provide to Valleywise Health all available information that Valleywise Health is required to include in its notification to the individual pursuant to the Breach Notification Rule, including but not limited to:
    - i. contact information for individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, street address, phone number, email address);
    - ii. a brief description of the circumstances of the Breach, including the date of the Breach, the date of discovery of the Breach, and the identity of who accessed and received the Unsecured PHI;
    - iii. a description of the types of unsecured PHI involved in the Breach (e.g., names, social security number, date of birth, address(s), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);

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- iv. a brief description of what the Associate has done or is doing to investigate the Breach, mitigate harm to the individual impacted by the Breach, and protect against future Breaches; and
  - v. contact information for a liaison appointed by the Associate with whom Valleywise Health may ask questions and learn additional information concerning the Breach.
- b. Following a Breach, Associate will have a continuing duty to inform Valleywise Health of new information learned by Associate regarding the Breach, including but not limited to the information described in items (1) through (5), above.
- c. Associate also will report in writing to Valleywise Health any Security Incident (successful or unsuccessful) of which Associate becomes aware within five (5) business days of Associate learning of such use or disclosure.

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

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

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

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

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

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

- a. **Valleywise Health Request.** Within five (5) business days of receiving a request from Valleywise Health to amend an individual's PHI received from Valleywise Health, Associate will provide such information to Valleywise Health for amendment. Alternatively, if Valleywise Health request includes specific information to be included in the PHI as an amendment, Associate will incorporate such amendment within five (5) business days of receipt of the Valleywise Health request.
- b. **Individual Request.** If an individual makes a request for amendment directly to Associate, Associate will forward within five business days such request in writing to Valleywise Health. Valleywise Health will be responsible for making all determinations regarding amendments to PHI and Associate will make no such determinations.



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

- a. **Disclosure Records.** Associate will keep a record of any disclosure of PHI received from Valleywise Health that Associate makes to its employees, subcontractors, and agents, or other third parties other than:
  - (1) Disclosures to health care providers to assist in the treatment of patients;
  - (2) Disclosures to others to assist Valleywise Health in paying claims;
  - (3) Disclosures to others to assist Valleywise Health in conducting its health care operations, as defined in 45 C.F.R. § 164.501; or
  - (4) Disclosures made pursuant to an individual's Authorization.

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

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

- b. **Data Regarding Disclosures.** For each disclosure for which it is required to keep a record under paragraph 8(a), Associate will record and maintain the following information:
  - (1) The date of disclosure;
  - (2) The name of the entity or person who received the PHI, and, the address of such entity or person, if known.
  - (3) A description of the PHI disclosed; and
  - (4) A brief statement of the purpose of the disclosure.
- c. **Provision to Valleywise Health.** Associate will provide to Valleywise Health its record of disclosures under paragraph 8(a), if any, within thirty days of each disclosure. Within five business days of receiving a notice from Valleywise Health of an individual's request for an accounting, Associate also will provide to Valleywise Health its disclosure record.
- d. **Patient Request to Associate.** If a Patient requests and accounting of disclosures directly from Associate, Associate will forward the request to Valleywise Health within five (5) business days of Associate's receipt of the request and will make its records of disclosures available to Valleywise Health as otherwise provided in this Section. Valleywise Health will be responsible to prepare and for delivery of the records of disclosure to the Patient. Associate will not provide an accounting of its disclosure directly to the Individual.

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

**11. Access to Books and Records.**

- a. **Valleywise Health Access.** Associate will, within five (5) business days of Valleywise Health written request, make available during normal business hours at Associate's offices, all records, books, agreements, policies and

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procedures relating to the use or disclosure of PHI received from Valleywise Health for the purpose of allowing Valleywise Health or its agents or auditors to determine Associate's compliance with this Agreement.

- b. **Government Access.** Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Associate on behalf of, Valleywise Health available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Associate or Valleywise Health as a result of this Section.
12. **Termination.** Valleywise Health may immediately terminate the Contract, if any and this Agreement upon written notice to Associate if Valleywise Health determines that the Associate or subcontractor(s) or agent(s) of Associate has breached a material term of this Agreement. Alternatively, Valleywise Health may elect to provide Associate with written notice of Associate's or subcontractor(s)' or agent(s)' of Associate breach of any term or condition of this Agreement and afford Associate the opportunity to cure the breach to the satisfaction of Valleywise Health within thirty (30) days of the date of such notice. If Associate fails to timely cure the breach, as determined by Valleywise Health at its sole discretion, Valleywise Health may terminate the Contract and this Agreement.
13. **Return or Destruction of Protect Health Information.**

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

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15. **Mitigation Procedures.** Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from Valleywise Health in a manner contrary to this Agreement or the Privacy Standards.
16. **Compliance with the HITECH Act.** Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations.
  - a. Associate will also comply with Section 13402 of the HITECH Act, codified at 42 U.S.C. § 17932, and with all regulations issued by HHS to implement this statute, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations. Associate will make a report to the Valleywise Health of any breach of unsecured protected health information, as required by 42 U.S.C. § 17932(b), within five (5) business days of Associate's discovery of the breach. Associate will indemnify Valleywise Health for any reasonable expenses Valleywise Health incurs in notifying individuals of a breach caused by Associate or its subcontractors or agents.
17. **Miscellaneous.**
  - a. **Compliance with Laws.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Should such developments occur, and upon either Party's good faith request, the other Party agrees to enter good faith negotiations concerning the terms of an amendment to this Agreement.
  - b. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards and Security Standards issued by the Department of Health and Human Services and other applicable state or federal laws, rules and regulations as amended from time to time.
  - c. **No Third Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
  - d. **Assignment of Rights and Delegation of Duties.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed. Notwithstanding any provisions to the contrary, however, Valleywise Health retains the right to assign or delegate any of its rights and obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
  - e. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
  - f. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
  - g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards and Security Standards, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this



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90-22-106-RFQ**



**VALLEYWISE HEALTH  
2601 East Roosevelt Street  
Phoenix, AZ 85008-6092  
602.344.1497  
602.344.1813 (Fax)**

**BUSINESS ASSOCIATE AGREEMENT**

**FOR RELEASE OF INFORMATION TO THIRD PARTIES**

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

**ASSOCIATE**

**RECIPIENT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME AND TITLE.

\_\_\_\_\_  
PRINT NAME AND TITLE

**ATTACHMENT H**  
**90-22-106-RFQ**  
**OFFERORS GENERAL QUESTIONNAIRE**

Offerors must include responses to the questions contained in this Offerors General Questionnaire. Offerors should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offerors will explain the reason when responding N/A or N/R.

**1 Offeror Profile**

1.1 Legal name of Offerors company:

\_\_\_\_\_

1.2 Address of principal place of business:

\_\_\_\_\_  
\_\_\_\_\_

1.3 Address of office that would be providing service under the Agreement:

\_\_\_\_\_  
\_\_\_\_\_

1.4 Number of years in Business: \_\_\_\_\_

1.5 State of incorporation: \_\_\_\_\_

1.6 Number of Employees: \_\_\_\_\_

1.7 Annual Revenues Volume: \_\_\_\_\_

1.8 Name of Parent Corporation, if any \_\_\_\_\_

1.9 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Offeror will explain the expected impact, both in organizational and directional terms.

1.10 Offeror will provide any details of all past or pending litigation or claims filed against Offeror that would affect its performance under the Agreement with Valleywise Health.

1.11 Is Offeror currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

1.12 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of Valleywise Health? If yes, Proposer will explain.

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

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

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

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

**ATTACHMENT "I"**  
**90-22-106-RFQ**  
**VALLEYWISE HEALTH COVID-19 MANDATE**

**The attached letter provides the mandatory guidelines for all Valleywise Health's contracted vendors and shall remain in place until further notification is provided. Vendors who disagree with the mandatory guidelines will not be susceptible to contract awards. By signing below, you agree to Valleywise Health's mandatory guidelines as they apply to the services provided under this contract.**

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

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

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

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



August 26, 2021

For Your Immediate Attention:

With the rapid spread of the Delta Variant and an increase in COVID-19 volumes, Maricopa County Special Health Care District d.b.a. Valleywise Health is taking one more step in keeping our employees, patients and their families, and its visitors safe.

The following are the mandatory guidelines set forth for all of Valleywise Health's contracted vendors, to be in effect immediately and shall remain in place until further notice:

- Contracted vendor personnel, associates, and representatives that will be coming into the clinical environment of Valleywise Health must have their COVID-19 vaccination completed. Anyone entering an active healthcare building, in direct contact with patients, within Valleywise Health, must be fully vaccinated. A proof of vaccination shall be made available upon request by Valleywise Health. At this time, Valleywise Health is limiting vendors and partners to only those that have been invited in to assist with specific patient care and/or business needs. No visitors will be permitted on campus without an appointment or a prior consent from Valleywise Health personnel.
- In other areas, or not in direct patient care within Valleywise Health, all visitors are required to have mask on while on campus.

With these steps, Valleywise Health is making a strong and unequivocal statement on the importance and value of vaccinations. We must protect each other, our patients and their families, and our visitors.

Valleywise Health appreciates your understanding and support.

Thank you,

A handwritten signature in black ink, appearing to read 'C. Melton', written in a cursive style.

Christopher Melton  
Director, Contracts & Procurement  
Email: [christopher.melton@valleywisehealth.org](mailto:christopher.melton@valleywisehealth.org)  
Phone: 602.344.1495