



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

REQUEST FOR PROPOSALS
INDEPENDENT FINANCIAL AND COMPLIANCE
AUDIT
90-25-329-RFP

DATE OF ISSUE:

MAY 16, 2025

DEADLINE FOR INQUIRIES:

NO INQUIRES WILL BE ACCEPTED

DATE & TIME PROPOSALS DUE:

MAY 29, 2025, NO LATER THAN 11:00 A.M. PHOENIX, AZ. TIME

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

REVISED 5/15/2025

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NOTICE OF SOLICITATION
SOLICITATION # 90-25-329-RFP
INDEPENDENT FINANCIAL AND COMPLIANCE AUDIT SERVICES

Maricopa County Special Health Care District dba Valleywise Health hereby solicits proposals from qualified Proposers to provide Independent Financial and Compliance Audit Services.

No oral communication is binding on Valleywise Health.

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

Completed proposals are to be submitted via email to Mary Hammer at Mary.Hammer@valleywisehealth.org. Emails may need to be broken out into multiple emails and as such need to be numbered in sequence to be clearly marked, all proposals must be received no later than **May 29, 2025 no later than 11:00 am Phoenix, Arizona Time**. It is strongly suggested that email proposals are sent in plenty of time prior to the deadline date/time to account for any unforeseen issues to ensure received. **Proposers assume all risk associated with submitting their offer.**

Direct contact with any Valleywise Health personnel associated with this procurement other than the Procurement Officer (Mary Hammer), is not allowed beginning with the issuance of this document through formal contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves vendors already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. No oral communication is binding on Valleywise Health.

Valleywise Health reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. Valleywise Health reserves the right to award more than one contract based upon the Proposal(s) most advantageous to Valleywise Health, price and other factors considered. The contract is scheduled for award for the initial term of three (3) years with the option to extend for additional periods up to a maximum contract term of five (5) years. The Valleywise Health Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Full text of the Valleywise Health Procurement Code may be found at the following link: <https://valleywisehealth.org/wp-content/uploads/2019/04/Full-District-Procurement-Code-Eff-06-28-2017.pdf>

Mandatory Criteria:

Audit Firm has been the lead auditor on a \$900 million dollar or greater construction audit and a \$900 million dollar or greater bond offering. Audit Firms meeting these criteria are eligible to submit. Audit Firms that do not meet this mandatory criteria will be deemed non-responsive.

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602-344-1497 • 602-344-1813 (FAX)

REVISED 5/15/2025

Independent Financial and Compliance Audit Services: 90-25-329-RFP

Request for Proposal No: **90-25-329-RFP**

Due Date: **May 29, 2025**

Independent Financial and
Compliance Audit Services

Time: No later than
11:00AM
Phoenix, AZ Time

Location: Valleywise Health

Contact: Mary Hammer

Address: **Submit all offers via email to Mary.Hammer@Valleywisehealth.org**

Phone: 602-344-1403

By signing below, the Proposer hereby certifies that:

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

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

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

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

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

Vendor Offer

Company Name: _____

Contractor FEIN/SSM: _____

Company Account Manager

Payment Terms: 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 Contractor's offer as accepted by the District. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Valleywise Health Signatory Authority

Date: _____

Contract Number: 90-25-329-1

This is NOT a Purchase Order

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

Effective Date: Upon Signature of both parties__

1.0 EXECUTIVE SUMMARY

1.1 General Valleywise Health Information

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

Valleywise Health is located in central Arizona and serves as the health care safety net for citizens of Maricopa County. The health system serves people of many races and nationalities who come from diverse cultures and speak several different languages. Many of the patients face major challenges, such as lack of health insurance, complex medical problems, and difficult socioeconomic situations. Caring for these patients demands special knowledge and sensitivity. Valleywise Health is committed to giving culturally appropriate, sensitive medical care and helping its patients live healthier lives. Annually, Valleywise Health has over 27,000 inpatient admissions and over 450,000 outpatient and ambulatory visits.

Valleywise Health Medical Center is a 515-bed licensed, full-service hospital, which includes a level one adult and pediatric trauma center. Over 67,000 adults and children are treated annually in the Adult and Pediatric Emergency Departments. The Arizona Burn Center, Arizona's only regional burn center and the second largest in the nation, provides world-class care for critically injured burn patients from across Arizona and the Southwest. The Valleywise Health Arizona Children's Center features a 31-bed Neonatal Intensive Care Unit that provides critical inpatient services for babies transported across the Southwest. Specialty care is offered at our Comprehensive Healthcare Center, a multi-specialty care clinic located at the Valleywise Health Medical Comprehensive Care campus.

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

Desert Vista Behavioral Health Center is a 122-bed licensed hospital that provides behavioral health care and psychiatric services. Additional behavioral health services are provided on the Valleywise Health Medical Center campus in a 68 bed licensed facility.

2.0 SCHEDULE OF EVENTS

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

Notice of Solicitation Issued	May 16, 2025
Written Questions will not be received	
Proposer's Conference (No Conference shall be held)	
Proposal Submission Deadline	May 29, 2025, no later than 11:00 A.M. Phoenix, AZ. Time
Valleywise Health Proposal Review and Shortlist Decision (optional)	TBD
Oral Presentations (optional)	TBD
Contract Negotiations Finalized (optional)	TBD
Board of Director's Award	TBD
Contract Start Date	TBD

Valleywise Health reserves the right to deviate from this schedule.

3.0 WORK STATEMENT

3.1. INTENT

The purpose of this document is to solicit proposals for independent financial and compliance audit services for Valleywise Health, (the District) from qualified, public hospital experienced, independent certified public accounting firms, licensed to practice in the State of Arizona (Audit Firm). The selected Audit Firm shall provide independent auditing services for each of the three (3) years ending June 30, 2025, June 30, 2026 and June 30, 2027 with an option to extend for additional periods up to a total contract term of five (5) years from the effective date.

3.2 SCOPE OF WORK

The annual examinations by the Audit Firm shall include, but not be limited to, the following:

1. Financial Audit: the audit services will include a financial audit made in accordance with generally accepted auditing standards as defined by the American Institute of Certified Public Accountants (AICPA) and Government Auditing Standards issued by the Comptroller General of the United States. The primary purpose of this audit is to express an opinion on the consolidated financial statements of the District. The audit procedures used should be sufficient to enable the Audit Firm to express an opinion on whether the financial statements present fairly, in all material respects, the financial position of the District and the changes in its financial position and its cash flows are in conformity with generally accepted accounting principles.
2. **Government Auditing Standards**: In performing the Audit, the Audit Firm will consider the District's internal Control over financial reporting and on compliance in accordance with Government Auditing Standards and issue a *Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. **Federal Program Compliance**: The Audit Firm will audit compliance on the types of compliance requirements described in the U. S. Office of Management and Budget Compliance Supplement that could have a material effect on each of the District's major programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and issue an Independent Auditors' report thereon.
4. Review of Internal Controls: an evaluation is to be made of the system of internal controls, including the control environment, accounting systems, IT Environment and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with the law and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Audit Firm is to perform tests of controls and

properly document its assessment.

5. Management Letter: management letters will be issued under the Uniform Guidance that will address audit findings that, among other matters, may include the following material items noted during the performance of the audit:
 - a. Whether recommendations made in the preceding management letter have been implemented;
 - b. Illegal expenditures discovered within the scope of the audit;
 - c. Improper or inadequate accounting procedures;
 - d. Failure to properly record financial transactions;
 - e. Other inaccuracies, irregularities, shortages or defalcations, if any, discovered by the firm; and
 - f. Recommendations regarding internal controls and opportunities for improvement or efficiency, based on observations made during the course of the audit,
6. The successful Audit Firm shall be required to make an immediate separate written report to the designated the District's representative of all significant irregularities and any illegal acts as they become known to the Contractor. Not later than thirty (30) days after the end of fieldwork, the successful Audit Firm shall submit a draft of the management letter to identify material weaknesses observed and propose steps to eliminate any weaknesses.
7. The partner in charge of the audit and/or the audit manager or supervisor must be available to attend the Finance, Audit and Compliance Committee (FACC) meetings to discuss the management letter findings and the final audit report. In addition, the partner in charge of the audit and/or the audit manager or supervisor may be required to attend a District Board meeting to discuss the management letter findings and the final audit report.
8. The Audit Firm shall provide input and review in the presentation of the financial statements and financial information in the District's annual report.
 - A. Additional Services (via an Amendment): if, during the contractual period, additional services are needed, the Audit Firm may, at the option of the District, be engaged to perform these services. The Audit Firm shall, upon receipt of a written request from the President and CEO or authorized designee, perform such additional services. Such services, if offered by the Audit Firm, may include, but not be limited to:
 - a. Management advisory services;
 - b. Actuarial consulting services;
 - c. Assistance in the preparation of or performance of extended audit procedures;
 - d. Assistance in the preparation of or performance of procedures required by Bond Counsel in connection with the issuance of Official Statements;
 - e. Risk Assessment of The District's operations;
 - f. All additional work will be documented by engagement memorandums to be

approved by the President and CEO or authorized designee. The fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates proposed in accordance with Attachment E. This will be mutually agreed to and executed through an amendment.

It is understood that the Audit Firm will not accept nor be engaged to perform any services that would be construed as management functions or that would otherwise jeopardize the Auditor's independence.

9. The District's audited financial statements are available to the public and can be found at:

[MCSHCD-Audited-Financial-Statements-FY-2023.pdf](#)

10. In the past, an audit plan is presented to the FACC in March of each year. The preliminary audit fieldwork usually begins the third week of May, and the final fieldwork begins in August of each year. Staffing consist of a total of four (4) employees which includes one (1) senior auditor. The auditors come on-site as needed or work from their offices to complete the fieldwork. Most

fieldwork is finalized during the six (6) weeks on-site however fieldwork is usually not finalized until the end of September. A DRAFT audit report will be prepared no later than October 31st of each year. Presentations to the FACC and the District Board will be conducted in November of each year (or as directed by the District's management)

11. Knowledge, skills, and abilities:

All proposals must demonstrate the respondent's eligibility including professional registrations and certifications. Please also address the following:

- a. Staff stability history at the senior management level and assurances regarding the assignment of personnel to the engagement.
- b. Experience of your firm in relation to the scope of the audit for public acute care teaching hospitals;
- c. Experience of your firm with large construction projects and bond offerings.
- d. Detailed audit methodology including your approach to risk and fraud detection and audit quality control;
- e. Format of draft annual financial statements required for audit;
- f. Structure of the management letter

12. Identification of Anticipated Potential Audit Problems

- a. The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the District.

3.3 QUALIFICATIONS (INFORMATION SHOULD BE PROVIDED IN THE ORDER LISTED)

- A. Describe the Audit Firm's experience in conducting independent financial and compliance audit services for public acute care teaching hospitals, large construction projects and bond offerings. (See Mandatory Requirement)

- B. Describe the Audit Firm's experience in auditing federal award programs in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance).
- C. Describe the Audit Firm's experience in providing other services as proposed by the District.
- D. Describe the Audit Firm's policy on staff and management rotation and continuity.
- E. Describe the Audit Firm's quality control program.
- F. Provide client references from large and complex organizations similar to the District, indicating the following:
 - 1. Number of years served in the capacity of external auditor for the organization.
 - 2. Name, addresses and email address of personnel who may be contacted by the Evaluation Committee as references for external financial audit services or other services as proposed by the Audit Firm (Attachment C).
- G. Demonstrate familiarity with District government and an understanding of the District's needs.
- H. Demonstrate the ability to communicate exceptionally well with executive, technical, and end-user personnel.
- I. Disclosure of any relationships of an official, personal, or financial nature that might cause any limitation of the extent or character of the examination, cause any limitation of disclosure, or weaken the analysis.
- J. In addition, the proposal may include any information, which in the opinion of the Audit Firm, would be relevant to the District's proposal evaluation process.
- K. Provide resumes for proposed audit team members that include their audit and other applicable experience.

3.4 TIME FRAME

It is expected that the Audit Firm and the District will adhere to this mutually agreed upon schedule. In the event an issue arises that impacts the schedule, the parties will meet to discuss options that enable the agreed upon deadlines to be met or mutually agree to amend the schedule to accommodate the new circumstances.

3.5 OWNERSHIP:

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matters and materials

prepared or developed by the contractor in performance of this contract) shall be the sole, absolute and exclusive property of the District, free from any claim or retention of right on the part of the contractor, its agents, sub-consultants, officers or employees and is subject to attorney/client privilege.

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

4.0 EVALUATION CRITERIA AND PROCESS

4.1 Proposal Review Process

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

4.2 Proposal Evaluation

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

- **Firm's Qualifications (Attachment B) (Maximum 350 Points)**
This will include a thorough and detailed review of the submitted Organizational Information.
- **Quality of Professional References (Attachment C) (Maximum 100 Points)**
This will include a thorough and detailed review of the submitted Professional References.
- **Pricing (Attachment E) (Maximum 150 Points)**
This will include a thorough and detailed review of the Proposer's pricing. Although price will be a factor in proposal evaluation, Valleywise Health reserves the right to accept other than the lowest priced proposal.
- **Response to RFP Requirements (Attachment F) (Maximum 350 Points)**
This will include a thorough and detailed review of the responses to the Work Statement specifications, the quality, completeness, accuracy and level of detail of the Proposal and that the Proposer demonstrates and understands the concepts and requirements of the RFP. Clarity of expression, succinctness of response will also be evaluated.
- **Compliance with RFP Requirements and Contract Provisions (Attachment G) (Maximum 50 points)**
This will be reviewed and scored based on the Proposer's exceptions to the RFP Requirements and Contract Provisions. Proposals that accept the RFP Requirements and Contract Provisions as is will receive the maximum points allotted for this criterion during proposal evaluation. Proposals that reject and state exceptions to the RFP Requirements and Contract Provisions will receive no points.

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

4.3 Shortlisted Proposer Evaluation (If necessary)

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

- Finalist Proposer Team Interview (Maximum 500 Points)
Valleywise Health may provide interview questions in advance to Proposers. The Valleywise Health Evaluation Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Valleywise Health staff. Valleywise Health may also ask Proposers to submit written responses to some questions in advance of the interviews.
- Strategic Fit (Maximum 500 Points)
Valleywise Health will evaluate proposed solutions based on overall best fit with Valleywise Health business goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFP, as well as compliance with contract terms and conditions and any and all additional findings from the Valleywise Health due diligence process. The Valleywise Health due diligence may include client references, site visits, and independent evaluations and rankings for the Proposer from industry references including, but not limited to Gartner Group, KLAS, and MD Buyline.

4.4 Competitive Negotiation

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

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

4.5 Best and Final Offer

Valleywise Health may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is

advantageous to Valleywise Health to conduct further discussions or change the Valleywise Health requirements. The request for a BAFO shall inform Proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

4.6 Award of Contract

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

5.0 INSTRUCTIONS TO PROPOSERS

5.1 General Directions

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

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

All responses and accompanying documentation will become the property of Valleywise Health at the time proposals are opened. Proposals deemed to be non-responsive will be notified of such a decision. Valleywise Health shall make the final decision regarding responsiveness of an offer.

- 5.2 All proposals shall be submitted in the format as specified below. Lengthy narrative is discouraged. All written presentations should be brief, concise, and not include extraneous or unnecessary promotional material. The proposal should be in a pdf format. Do not password protect documents.

- 5.2.1 **Experience.** Please summarize relevant Financial and compliance audit experience, including experience with Valleywise Health specifically.
- 5.2.2 **Qualifications.** Please summarize the qualifications of each individual who will be involved in providing the services to Valleywise Health, including professional and educational background, relevant experience, memberships in relevant professional associations, position in the organization, presentations and publications, and any other qualifications that may be helpful in evaluating the individual's ability to meet Valleywise Health needs.
- 5.2.3 **Fee Arrangement.** Please describe the bidder's proposed fee arrangement for providing the services. If the proposed fee arrangement is based on hourly billing, please include the hourly billing rates of each individual involved, and the time increments upon which services will be billed. Please describe the bidder's policies and practices with respect to any charges for expenses. Additionally, Valleywise Health welcomes proposals for alternative fee arrangements, such as a fixed fee for defined services. If the bidder wishes to propose a particular form of engagement letter, fee agreement, or other contract for services, please include it with the proposal.
- 5.2.4 **Access.** Please describe the bidder's expectations as to availability of and access to Valleywise Health's records, technology, systems, and facilities. Additionally, please describe the bidder's likely time frame for responding to communications from Valleywise Health and any

other service level expectations the bidder will maintain.

- 5.2.5 **Compliance.** Because fees for services to Valleywise Health may be funded in part by resources allocated by the federal government, each bidder must certify its ability and willingness to comply with applicable federal requirements, including but not limited to equal employment opportunity requirements.
- 5.2.6 **Contact Information.** Each bid must identify the individual who will serve as the bidder's contact person for purposes of this RFP, and provide that individual's contact information, including mailing address, telephone number and email address.
- 5.2.7 **Limitations.** Please describe generally any potential limitations on the bidder's ability to provide all the necessary Financial and compliance audit services to Valleywise Health. (If the limitation relates to a potential conflict of interest, the proposal need not disclose the specific clients or matters giving rise to the potential conflict if that information would otherwise be confidential.)
- 5.2.8 **Schedule.** Please describe the bidder's anticipated schedule or cycle for performing comprehensive Financial and Compliance audits, including delivery of audit reports, and any assumptions related to the anticipated schedule.
- 5.2.9 **References.** (Attachment "C") Provide five client references, for whom your firm has performed work similar to that requested in this RFP. For each client, provide:
- Client name and address.
 - The telephone number and email address for a client contact person.
 - A description of the scope of the project performed for the client/nature of the client representation.
 - The duration of the client relationship Valleywise Health may contact references
 - Dates services were provided.
- 5.3. **Additional Information.** Provide detailed answers to the following questions:
- If your firm is the successful applicant, how will you consistently ensure Valleywise Health is satisfied with the partnership?
 - How the Bidder trains and mentors its employee?
 - Identify any adverse determinations, findings and/or judgments against the Bidder with respect to actions, proceedings, claims, or complaints of any kind under any local, state, or federal laws or regulations within the past 5 years.
 - Identify any data security breaches that have happened to the Bidder within the past 5 years.
 - Describe measures that the Bidder undertakes to protect client information against cyber security risk.

5.4 Required Response Format

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

The completed and signed Proposal (along with additional requested information). The Proposal should be submitted with the attachments in the following order and labeled as follows (attachments must not be altered or redlined, see Attachment “G” for exceptions).

- Offer and Acceptance
- Authorization to Submit Proposal and Required Certifications (Attachment A)
- Organizational Information (Attachment B)
- Professional References (Attachment C)
- Intentionally left blank (Attachment D)
- Proposer’s Pricing (Attachment E)
- Proposer’s Reply to Work Statement (Attachment F)
- Proposer’s Stated Exceptions to RFP Requirements (Attachment G)
- Proprietary and/or Confidential Information (Attachment H)
- Business Associates Agreement (BAA) (Attachment I)
- Signed Addenda to this RFP

5.5 Offer and Acceptance

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

5.6 Authorization to Submit Proposal (Attachment A)

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

5.7 Organizational Information (Attachment B)

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

5.8 Professional References (Attachment C)

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

5.9 Intentionally Left Blank (Attachment D)

5.10 Proposer's Pricing (Attachment E)

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

5.11 Response to Work Statement Requirements (Attachment F)

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

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

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

5.13 Proprietary and/or Confidential Information (Attachment H)

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

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

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

5.14 Business Associates Agreement (Attachment I)

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

5.15 Signed Addenda

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

5.16 Submission of Proposal

Complete proposals must be **emailed** with the Solicitation Number (90-25-329-RFP) clearly visible on the subject line of the email as well as a clear numbering sequence if multiple emails are required to complete the proposal. Electronic proposals **must be received NO LATER THAN May 29, 2025, No Later Than 11:00AM Phoenix, Arizona Time. PROPOSALS RECEIVED AFTER 1100 AM on May 29, 2025, PHOENIX, ARIZONA TIME WILL NOT BE ACCEPTED.** Offerors assume all risks associated by submitting their proposal, a late proposal shall not be accepted, nor shall a late proposal be reason for a protest or re-solicitation.

If an Offeror emails their proposal by the stated time and date but the proposal is not received by the stated time and date, the offer shall not be accepted. Vendors are strongly encouraged not to delay in submitting their offer.

5.17 Withdrawal of Proposals; Late Proposals

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

5.18 Rights of Valleywise Health

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

5.19 Communication: Direct contact with any Valleywise Health personnel associated with this procurement other than the Procurement Officer (Mary Hammer), is not allowed beginning with the issuance of this document through formal contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves vendors already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. No oral communication is binding on Valleywise Health.

5.20 Proposals Received

Within twenty-four hours (24) after the closing time and date of the solicitation, the name of the companies who submitted an offer shall be posted on the Valleywise Health Contracts Management website. This list is only a list of companies that submitted a proposal, it does not indicate if the proposal received is considered responsive. No other information contained in the Proposals will be disclosed. Proposals will not be available for public inspection until after a formal contract has been awarded.

ATTACHMENT A: AUTHORIZATION TO SUBMIT PROPOSAL AND REQUIRED CERTIFICATIONS

By signing below, the Proposer hereby certifies that:

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

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

The Proposer is a corporation or other legal entity.

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

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

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

FIRM SUBMITTING BID

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE

FEDERAL TAX ID NUMBER

EMAIL

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

MINORITY BUSINESS/WOMEN BUSINESS/SMALL BUSINESS/DISADVANTAGED BUSINESS

(Check appropriate item):

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

ATTACHMENT B: ORGANIZATIONAL INFORMATION

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

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

Individual's Name: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____ Email address: _____

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

12. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? _____
If yes, please explain.
13. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)? _____
If yes, please explain:
14. Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? _____
If yes, please explain.

ATTACHMENT C: REFERENCES

Enter the information requested below for at least five (5) professional references. These references should be current or recent clients for whom the Proposer has provided services similar to those solicited under this RFP:

REFERENCE

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Contact Person Phone Number: _____

Contact Person Email: _____

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

Description for Reference:

ATTACHMENT D: INTENTIONALLY LEFT BLANK

ATTACHMENT E: PRICING

This document is to be used by the Audit Firm to specify proposed rates for External Auditing Services. Rate Quotes are to be provided for the period of June 30, 2025, through June 30, 2029.

After reviewing the requirements of this Solicitation, provide the Annual Fixed Rate:

\$ _____ Annual Fixed Rate Year One

\$ _____ Annual Fixed Rate Year Two

\$ _____ Annual Fixed Rate Year Three

\$ _____ Annual Fixed Rate Year Four

\$ _____ Annual Fixed Rate Year Five

(Valleywise Health makes no guarantee regarding the amount of work and may terminate this agreement without penalty for any reason with ninety-day (90) days' written notice

Proposal must also include the following line items.

YEAR ONE:

(Enter hourly rate, **do not enter a \$ range**)

Name of Position	Staff Level	Hourly Rate
Partner		
Senior Manager		
Manager		
In-Charge		
Staff		
Senior Associate		
Associate		
Audit Partner		
Audit Managing Director		
Audit Manager		
Audit Senior Manager		
Audit Staff		
Engagement Partner		
Quality control Partner		
GASB Assurance Director		
Manager		
Audit Senior		
Audit Staff		

YEAR TWO:(Enter hourly rate, **do not enter a \$ range**)

Name of Position	Staff Level	Hourly Rate
Partner		
Senior Manager		
Manager		
In-Charge		
Staff		
Senior Associate		
Associate		
Audit Partner		
Audit Managing Director		
Audit Manager		
Audit Senior Manager		
Audit Staff		
Engagement Partner		
Quality control Partner		
GASB Assurance Director		
Manager		
Audit Senior		
Audit Staff		

YEAR THREE:(Enter hourly rate, **do not enter a \$ range**)

Name of Position	Staff Level	Hourly Rate
Partner		
Senior Manager		
Manager		
In-Charge		
Staff		
Senior Associate		
Associate		
Audit Partner		
Audit Managing Director		
Audit Senior Manager		
Audit Manager		
Audit Senior Manager		
Audit Staff		
Engagement Partner		
Quality control Partner		
GASB Assurance Director		
Manager		
Audit Senior		
Audit Staff		

YEAR FOUR(Enter hourly rate, **do not enter a \$ range**)

Name of Position	Staff Level	Hourly Rate
Partner		
Senior Manager		
Manager		
In-Charge		
Staff		
Senior Associate		
Associate		
Audit Partner		
Audit Managing Director		
Audit Manager		
Audit Senior Manager		
Audit Staff		
Engagement Partner		
Quality control Partner		
GASB Assurance Director		
Manager		
Audit Senior		
Audit Staff		

YEAR FIVE:(Enter hourly rate, **do not enter a \$ range**)

Name of Position	Staff Level	Hourly Rate
Partner		
Senior Manager		
Manager		
In-Charge		
Staff		
Senior Associate		
Associate		
Audit Partner		
Audit Managing Director		
Audit Manager		
Audit Senior Manager		
Audit Staff		
Engagement Partner		
Quality control Partner		
GASB Assurance Director		
Manager		
Audit Senior		
Audit Staff		

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

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

Yes ☐ No ☐

Comments: _____

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

I hereby certify that I acknowledge acceptance of the rates for the initial one year contract period.

I hereby certify that I acknowledge acceptance of the contract term.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

ATTACHMENT F: RESPONSE TO WORK STATEMENT REQUIREMENTS

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

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

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

See Work Statement for Objectives and Tasks.

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

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

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

Please sign and include this statement with your proposal.

I have read the Valleywise Health Contract Provisions and:

- ☐ I accept them
- ☐ I have stated my exceptions and have included them in this proposal (Please be specific with any exceptions; include page number, paragraph, sub-paragraph).

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

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

2. DEFINITIONS

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

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

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

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

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

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

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

Department means any Department of Valleywise Health.

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

Community Health Centers (CHC) means one or more of the 17 facilities listed below:

Avondale CHC 950 East Van Buren Avondale, AZ 85323 Phone: (623) 344-6800	Chandler CHC 811 South Hamilton Chandler, AZ 85225 Phone: (480) 344-6100	Comprehensive Health Ctr. 2525 East Roosevelt Street Phoenix, AZ 85008 Phone: (602) 344-5407
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El Mirage CHC 12428 West Thunderbird El Mirage, AZ 85335 Phone: (623) 344-6500	Glendale CHC 5141 West LaMar Glendale, AZ 85301 Phone: (623) 344-6700	Guadalupe CHC 5825 East Calle Guadalupe Guadalupe, AZ 85283 Phone: (480) 344-6000
Maryvale CHC 4011 North 51st Avenue Phoenix, AZ 85031 Phone: (623) 344-6900	McDowell CHC 1101 North Central, Suite 204 Phoenix, AZ 85004 Phone: (602) 344-6550	Mesa CHC 59 South Hibbert Mesa, AZ 85210 Phone: (480) 344-6200
Sunnyslope CHC 934 West Hatcher Road Phoenix, AZ 85021 Phone: (602) 344-6300	Seventh Avenue CHC 1205 South 7 th Avenue Phoenix, AZ 85007 Phone: (602) 344-6600	South Central CHC 33 West Tamarisk Avenue Phoenix, AZ 85041 Phone: (602) 344-6400
Maryvale Behavioral Health 5102 W. Campbell Ave Phoenix, AZ. 85031	Mesa Behavioral Health 570 W. Brown Rd. Mesa, AZ 85201	Maryvale Behavioral Health 2619 E. Pierce St. Phoenix, AZ. 85008
Maryvale Emergency 570 W. Brown Rd. Mesa, AZ 85201	Valleywise Medical Center 2601 E. Roosevelt St. Phoenix, AZ 85008	

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

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

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

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

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 1205 S. 7th 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.

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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.

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.

VALLEYWISE HEALTH SPECIAL CONTRACT PROVISIONS

3. LAWS, RULES AND REGULATIONS

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

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

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

4. NO GUARANTEED VOLUME

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

5. NON-EXCLUSIVE STATUS

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

6. COOPERATIVE PURCHASING

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

7. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

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

8. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED PATIENT INFORMATION

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

9. SUPPLY AND OWNERSHIP OF INFORMATION

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

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

10. LICENSES AND PERMITS

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

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

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right to examine, copy and make use of any and all said materials. The Contractor's record system will provide accurate, timely, complete, organized and legible information.

13. CONTRACT COMPLIANCE MONITORING

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

14. AUDIT AND AUDIT DISALLOWANCE

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

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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 Person on the grounds of race, color, religion, sex, gender (including gender identity and gender expression), sexual orientation, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. COVENANT AGAINST CONTINGENT FEES

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

20. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY

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

21. INDEMNIFICATION

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

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

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

22. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

- A. **General.** The Contractor shall, at its own expense, purchase, maintain and provide documentation of the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of A VII, or approved unlicensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers' Compensation, required by this Contract, shall name Valleywise Health, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed under this Contract has been satisfactorily completed and formally accepted by Valleywise Health. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.
- D. **Tail Coverage.** In the event any insurance policy or policies required by this Contract are written on a "claims made" basis, Contractor shall obtain coverage for at least two years beyond the termination of this Contract based on availability of such coverage and reasonableness of cost.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor's policies or any breach of a policy warranty shall not affect Contractor's obligations or coverage afforded under the policies to protect Valleywise Health.
- F. **Waiver (Subrogation).** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against Valleywise Health, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.
- G. **Deductible/Retention.** Contractor's policies may provide coverage, which contain deductibles or self-insured retentions. The Contractor shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall, upon request, furnish Valleywise Health with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect

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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 negligent acts of Contractor; any insurance or self-insurance program maintained by Valleywise Health shall not contribute to Contractor's insurance obligations for its negligent acts hereunder.
- L. **Types of Coverage Required.** Contractor is required to procure and maintain the following coverages indicated by a checkmark:
 - ☒ 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering.
 - ☒ 2. **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
 - ☒ 3. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
 - ☐ 4. **Professional Liability.** Professional Liability insurance (for health care, and health care related services) which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.
 - ☒ 5. **Errors and Omissions Insurance.** Errors and Omissions Insurance, other than Professional Liability Coverage referenced above, which will insure and provide coverage for errors or omissions of the Contractor due to, but not limited to, internal and external theft, mismanagement, misuse, or inappropriate disclosure of electronic data, including protected health information as defined under HIPAA, or other technology errors or business interruptions related to the above listed coverages, with limits of no less than \$1,000,000 (or up to \$5,000,000 based on exposure risk) for each

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claim and \$3,000,000 (or up to \$15,000,000 based on exposure risk) in the aggregate.

- ☐ 6. **Directors and Officers Liability Coverage.** Directors and Officer Liability, with coverage limits at levels that are customary in the community for group medical practices.
- ☒ 7 **HIPAA and cyber-security breach insurance. Security, Privacy, Data Breach Insurance.** Contractor shall maintain security, privacy, and data breach insurance (including coverages for HIPAA violations) in the amount of no less than \$5,000,000. in the aggregate per year. Upon request, Contractor shall furnish the District with certificate(s) from the insurance carriers (or from contractor's Risk Management Office if issued by governmental unit) evidencing such coverage including a provision of thirty (30) days' notice of cancellation or nonrenewal of coverage

23. ASSIST WITH DEFENSE IN LITIGATION

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

24. USE OF VALLEYWISE HEALTH PROPERTY

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

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- B. Contractor shall not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, district or local governmental entity, with regard to any grant, contract or loan.

28. QUALITY MANAGEMENT

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

29. CERTIFICATION OF COST AND PRICING DATA

- A. The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which Valleywise Health finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to Valleywise Health that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.
- B. Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to Valleywise Health, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.
- C. Contractor guarantees that Valleywise Health is receiving the lowest price offered by the Contractor to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period the Contractor offers a lower price to another customer, and notification is not made to Valleywise Health of price reductions to another such customer, upon discovery, Valleywise Health may take any or all of the following actions:
 - 1. Amend this Contract to give Valleywise Health the benefit of the price reduction.
 - 2. Determine the amount, which Valleywise Health was overcharged, and submit a request for payment from the Contractor for that amount.
 - 3. Take the necessary steps to collect any performance surety provided on the applicable contract.
 - 4. Terminate this Contract, if it is currently in effect.

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

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

31. NO THIRD-PARTY BENEFICIARY RIGHTS

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

32. TERM OF THIS CONTRACT AND RIGHT TO EXTEND

The term of this Contract shall be as set forth on the Cover Page, unless otherwise terminated or extended in accordance with the terms of this Contract.

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

33. ADJUSTMENTS TO CONTRACT TERM AND PRICE

Requests for change in Contract terms, including price adjustments, shall be submitted by Contractor 120 days prior to the expiration date. Any increase in the cost of service or price, must be mutually acceptable to Valleywise Health and the Contractor and be incorporated into this Contract by amendment. Valleywise Health is under no obligation to make the requested revision nor is the Contractor allowed to terminate this agreement if the requests are denied.

34. ASSIGNMENTS

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

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

35. KEY PERSONNEL

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

36. SUBCONTRACTS

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

37. AMENDMENTS

- A. All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.
- B. When Valleywise Health issues an amendment, the Contractor shall sign and return the the amendment. The provisions of such amendment will be deemed to have been accepted 60 days

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after the date of mailing by Valleywise Health even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies Valleywise Health in writing that it refuses to sign the amendment. If the Contractor provides such notification, Valleywise Health will initiate a Dispute or Termination proceeding, as appropriate.

- C. Valleywise Health may, by written amendment, make changes within the general scope of this Contract. If any such amendment causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Contractor or Valleywise Health may assert its right to an equitable adjustment in compensation paid under this Contract. The Contractor or Valleywise Health must assert its right to such adjustment within 30 days from the date of receipt of the change notice.

38. TERMINATION

A. Termination for Convenience

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

B. Termination by Mutual Agreement

This Contract, or any part thereof, may be terminated by mutual written agreement of the parties specifying the termination date therein.

C. Termination for Cause

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

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

D. Immediate Termination

- (1) Valleywise Health may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, Valleywise Health employee or Valleywise Health Contracted employee is jeopardized by the activities or 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.

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E. Termination - Availability of Funds

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

F. Such notice shall be given by personal delivery or by registered or certified mail. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

G. If this Contract is terminated on the basis of Paragraph(s) 37. A, B, or D, the provisions of Paragraph 16, Disputes, do not apply.

39. DEFAULT

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

40. AVAILABILITY OF FUNDS

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

41. CONTRACTOR'S CONDUCT

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

42. 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.

43. REFERRALS AND PROHIBITIONS AGAINST SOLICITATION

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

44. CLINICAL LABORATORY IMPROVEMENT ACT

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

45. CREDENTIALING

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

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

- C. Contractor shall provide Valleywise Health with documentation that it is currently in good standing with all applicable state and federal regulatory agencies or other accreditation and licensing

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authorities, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS or NCQA, prior to the provision of service under this Contract. Thereafter, Contractor is to remain in good standing with all of the aforementioned agencies and authorities.

- D. Contractor shall notify Valleywise Health in writing within two working days after the Contractor receives notice by any organization of any change in the Contractor's professional status, including, but not limited to, suspension, termination, probation, resignation, or any other change in its licensure, qualifications or hospital privileges. This notice must be provided to Valleywise Health by fax and followed by certified mail.
- E. Contractor will immediately notify Valleywise Health if it receives any restriction or any limitations to its licensure, accreditation or certification status, as well as any restriction or limitation on its practice or operations. Contractor shall also provide copies of any statement of deficiencies, corrective actions, plans and timelines for implementation, including those requested by Valleywise Health.
- F. Contractor shall immediately notify Valleywise Health of any change in office location, telephone numbers and hours of business.
- G. Contractors, who are not subject to any state or federal regulatory or accrediting body, shall fully comply with all Valleywise Health policies, procedures, and standards.

46. 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.

47. 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.

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

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

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

48. EMPLOYEES REQUIREMENTS

Contractor employees assigned to Valleywise Health must:

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

49. VENDOR REGISTRATION

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

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50. MANDATORY MINIMUM REQUIRED QUALIFICATIONS:

- A. **Audit Firm has been the lead auditor on a \$900 million dollar or greater construction audit and a \$900 million dollar or greater bond offering. Audit Firms meeting these criteria are eligible to submit. Audit Firms that do not meet this mandatory criteria will be deemed non-responsive.**
- B. Proposer must be a licensed accounting firm to do business in Arizona and in good standing. Is able to complete the work described within the solicitation.
- C. Has a minimum of 5 years under the current business name providing independent audits of similar budget complexity, fund structure and political subdivisions.
- D. All procedures must be performed by a licensed accounting firm.
- E. Proposer must be able to perform all of the Service Objective and tasks stated within the RFP, while it is desirable to have a single firm capable of performing all the work, the Proposer may hire sub-consultants. If the proposer uses sub-consultants within their offer, the Proposer is responsible for all contractual requirements and all invoicing must flow through the Proposer.
- F. **Include a copy of the license and/or certifications in the proposal: (1) Certified Public Accountant (CPA) (2) Certified Construction Auditor (CCA).**

51. AUDITING STANDARDS

Audits shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1996, the provisions of U.S. Office of Management and Budget (OMB) Circular A-33, Audits of State and Local Government and all other requirements from like regulatory agencies.

52. INVOICING

- A. Contractor will provide separate invoices and emails to:
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
 - Total charge
 - Itemized listing of services

53. 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

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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.

ATTACHMENT H: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

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



Business Associate Agreement Attachment I

Maricopa County Special Health Care District

d.b.a.

Valleywise Health

2601 East Roosevelt Street

Phoenix, AZ 85008-6092

602.344.1497

602.344.1813 (Fax)

BUSINESS ASSOCIATE AGREEMENT

This Agreement sets out the responsibilities and obligations of:

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

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

Definitions for terms in this Agreement:

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

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

It is agreed by and between the parties that:

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



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

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

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

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

- i. such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and
 - ii. if the definition of “Security Incident” under the Security Standards is amended to remove the requirement for reporting “unsuccessful” attempts to use, disclose, modify or destroy e-PHI, the portion of this Section 5 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.
6. **Obligations Regarding Associate Personnel.** Associate will appropriately inform all of its employees, agents, representatives, members of its workforce, and Contractors, its employees, subcontractors, or agents of Associate (“Associate Personnel”), whose services may be used to satisfy Associate’s obligations under the Contract and this Agreement of the terms of this Agreement. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this Agreement. Associate will maintain a system of sanction for any Associate Personnel who violates this Agreement.
7. **Access to Protected Health Information.**
- a. **Valleywise Health Access.** Within five (5) business days of a request by Valleywise Health for access to PHI received from Valleywise Health, Associate will make requested PHI available to Valleywise Health.
 - b. **Patient Access.** If a Patient requests access to PHI directly from Associate, Associate will within five (5) business days forward such request in writing to Valleywise Health. Valleywise Health will be responsible for making all determinations regarding the grant or denial of a Patient’s request for PHI and Associate will make no such determinations. Only Valleywise Health will release PHI to the Patient pursuant to such a request.

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



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

9. Accounting of Disclosures; Requests for Disclosure.

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

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

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

- b. **Data Regarding Disclosures.** For each disclosure for which it is required to keep a record under paragraph 8(a), Associate will record and maintain the following information:
 - (1) The date of disclosure;
 - (2) The name of the entity or person who received the PHI, and, the address of such entity or person, if known.
 - (3) A description of the PHI disclosed; and
 - (4) A brief statement of the purpose of the disclosure.
 - c. **Provision to Valleywise Health.** Associate will provide to Valleywise Health its record of disclosures under paragraph 8(a), if any, within thirty days of each disclosure. Within five business days of receiving a notice from Valleywise Health of an individual's request for an accounting, Associate also will provide to Valleywise Health its disclosure record.
 - d. **Patient Request to Associate.** If a Patient requests and accounting of disclosures directly from Associate, Associate will forward the request to Valleywise Health within five (5) business days of Associate's receipt of the request and will make its records of disclosures available to Valleywise Health as otherwise provided in this Section. Valleywise Health will be responsible to prepare and for delivery of the records of disclosure to the Patient. Associate will not provide an accounting of its disclosure directly to the Individual.
10. **Notice of Privacy Practices.** Valleywise Health shall provide Associate a copy of its Notice of Privacy Practices ("Notice") in accordance with 45 C.F.R. § 164.520 as well as any changes to the Notice. If the Valleywise Health Notice specifically



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affects Associate's use or disclosure of PHI, Valleywise Health shall inform Associate of the specific limitations. Associate shall abide by the limitations of the Valleywise Health Notice that affects its use or disclosure of PHI of which it has been specifically informed. Any use or disclosure permitted by this Agreement may be amended by changes to the Valleywise Health Notice if Valleywise Health specifically informs Associate of the amendment: provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Associate relied prior to receiving notice of such amended Notice.

11. Access to Books and Records.

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

12. Termination.

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

13. Return or Destruction of Protect Health Information.

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



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extended protections, limitations and restrictions will apply to any agents or subcontractors of Associate for whom return, or destruction of PHI is determined by Valleywise Health to be infeasible. If Valleywise Health does not agree that the return or destruction of PHI from Associate or its agents or subcontractors is infeasible, Valleywise Health will provide Associate with written notice of its decision, and Associate, its agents and subcontractors will proceed with the return or destruction of the PHI pursuant to the terms of this Section within fifteen (15) days of the date of Valleywise Health notice.

14. **Restrictions on Use or Disclosure of Protected Health Information.** If Valleywise Health advises Associate of any changes in, or restrictions to, the permitted use or disclosure of PHI received from Valleywise Health, Associate will restrict the use or disclosure of such PHI consistent with the Valleywise Health instructions.
15. **Mitigation Procedures.** Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from Valleywise Health in a manner contrary to this Agreement or the Privacy Standards.
16. **Compliance with the HITECH Act.** Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations.
 - a. Associate will also comply with Section 13402 of the HITECH Act, codified at 42 U.S.C. § 17932, and with all regulations issued by HHS to implement this statute, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations. Associate will make a report to the Valleywise Health of any breach of unsecured protected health information, as required by 42 U.S.C. § 17932(b), within five (5) business days of Associate's discovery of the breach. Associate will indemnify Valleywise Health for any reasonable expenses Valleywise Health incurs in notifying individuals of a breach caused by Associate or its subcontractors or agents.
17. **Miscellaneous.**
 - a. **Compliance with Laws.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Should such developments occur, and upon either Party's good faith request, the other Party agrees to enter good faith negotiations concerning the terms of an amendment to this Agreement.
 - b. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards and Security Standards issued by the Department of Health and Human Services and other applicable state or federal laws, rules and regulations as amended from time to time.
 - c. **No Third Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
 - d. **Assignment of Rights and Delegation of Duties.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonable withheld or delayed. Notwithstanding any provisions to the contrary, however, Valleywise Health retains the right to assign or delegate any of its rights and obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

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- e. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- f. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards and Security Standards, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- h. **Written Agreement.** This Agreement is considered as an integral part of the underlying Contract, and is incorporated as though fully set forth within the Contract. This Agreement will govern in the event of conflict or inconsistency with any provision of Contract.
- i. **Choice of Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Arizona, without regard to applicable conflict of law principles.
- j. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.
- k. **Facsimile and Electronic Signatures.** Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- l. **Notices.** Any notices required under this Agreement will be sent to the parties at the following address by first class mail, fax or hand delivery:



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Valleywise Health
2601 East Roosevelt Street
Phoenix, AZ 85008-6092
602.344.1403

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