



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

**REQUEST FOR PROPOSALS**  
**MEDICAL CODING AND CDI AUDIT SERVICES**  
**90-25-339-RFP**

DATE OF ISSUE: JUNE 6, 2025

DEADLINE FOR INQUIRIES: JUNE 18, 2025, NO LATER THAN 11:00 AM PHOENIX, AZ TIME

DATE & TIME PROPOSALS DUE: JULY 8, 2025, NO LATER THAN 11:00 AM PHOENIX, AZ TIME

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

REVISED 03.16.2020

## OFFER AND ACCEPTANCE

Request for Proposal No: **90-25-339-RFP**

Due Date: **July 8, 2025**

Material and/or Services:  
Medical Coding and CDI Audit  
Services

Time: **11:00 AM Phoenix, AZ Time**

Location: Valleywise Health

Contact: Clarence Hughes

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

Phone: 602-344-1285

Email: [Clarence.Hughes@Valleywisehealth..org](mailto:Clarence.Hughes@Valleywisehealth..org)

By signing below, the Proposer hereby certifies that:

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

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

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

Stephen A. Purves

President & CEO

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

Contract Number: 90-25-339-\_\_

### This is NOT a Purchase Order

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

Contract Execution Date: Upon Signature of Both Parties

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# NOTICE OF SOLICITATION

## SOLICITATION #: 90-25-339-RFP

### MEDICAL CODING AND CDI AUDIT SERVICES

Maricopa County Special Health Care District dba Valleywise Health hereby solicits sealed proposals from qualified Proposers to provide Medical Coding and CDI Audit Services to support Valleywise Health Information Management (HIM) coding and CDI operations in both inpatient and outpatient & other medical coding related services to ensure timely payer reimbursement and compliance with all rules and regulations.

A Request for Proposal document may be downloaded at:

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

There will be no proposers' conference.

Written questions concerning this Request for Proposal (RFP) package should be addressed to Clarence Hughes no later than **June 18, 2025 no later than 11:00AM** Phoenix, Arizona Time. All questions must be submitted to Clarence Hughes via e-mail at [Clarence.Hughes@valleywisehealth.org](mailto:Clarence.Hughes@valleywisehealth.org). No oral communication is binding on Valleywise Health. Answers to the written questions submitted by Proposers concerning the RFP will be provided in the form of an Addendum via the Valleywise Health website. Addendum containing answers to questions will be issued after the deadline to receive questions. ***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.***

Direct contact with any Valleywise Health personnel associated with this procurement other than the Procurement Officer (Clarence Hughes), 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.

Completed proposals are to be submitted via email to Clarence Hughes at [Clarence.Hughes@valleywisehealth.org](mailto:Clarence.Hughes@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 **July 8, 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.** The names of firms or individuals submitting proposals will be posted on the Valleywise Health Contracts Management website. The list of names does not imply that the proposals are responsive. No other public disclosure will be made until after award of a contract.

This announcement does not commit Valleywise Health to award a contract or to pay any costs incurred in the preparation of proposals. Valleywise Health reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. Valleywise Health reserves the right to award more than one contract based upon the Proposal(s) most advantageous to Valleywise Health, price and other factors considered. The Valleywise Health Procurement Code ("The Code") governs this procurement and is incorporated by this reference.

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

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

## **1.0 EXECUTIVE SUMMARY**

### **1.1 General Valleywise Health Information**

Valleywise Health, 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 7<sup>th</sup> 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	June 5, 2025
Deadline for Written Questions	June 18, 2025, no later than 11:00AM Phoenix, AZ. Time
Proposer's Conference (No Conference shall be held)	N/A
Proposal Submission Deadline	Offers must be received no later than July 8, 2025, 11:00 AM Phoenix, AZ. Time
Valleywise Health Proposal Review and Shortlist Decision (optional)	TBD
Oral Presentations (optional)	TBD
Award	TBD

Valleywise Health reserves the right to deviate from this schedule.

### 3.0 WORK STATEMENT

#### 3.1 Service Goal

To establish a strategic partnership with a Contractor(s) that will support Valleywise Health's Information Management (HIM) in Medical Coding and Clinical Documentation Integrity. Audits will consist of (but not limited to) a review of the provider documentation in the patient's medical record(s) and ensure that the Valleywise Health team has appropriately assigned the correct ICD-10 and CPT codes and evaluate any potential documentation query opportunities or query compliance issues, as appropriate from a billing/compliance standpoint.

#### 3.2 Coding Audits:

Shown below is a list of potential Coding Audits that may be requested. Valleywise Health does not guarantee that this list is all encompassing nor does Valleywise Health guarantee that Coding and Clinical Documentation Integrity Audits will be requested or limited for these items.

- IP = inpatient chart
- ED = Emergency room chart
- SDS = Same day surgery chart
- IR = Interventional Radiology chart
- CC = Cardiac Cath chart
- OBS = Observation chart
- Clinic = doctor's office clinic chart
- Series = outpatient reoccurring visits that are billed 1x/month and contains multiple visits on one account (dialysis, physical therapy, occupational therapy, speech therapy)
- Ancillary test = outpatient test accounts (laboratory, radiology, stress tests, etc.)
- Clinical Documentation Integrity compliant queries; missed query opportunities; correct template; appropriate question, dx options, and clinical indicators
- Clinical Documentation Integrity correct principal diagnosis/principal procedure captured; secondary diagnoses identified (MCC/CC/SOI/ROM, complications, PSI); CDI notes/findings appropriate/easy to follow
- Clinical Documentation Integrity – specific education based on trends/opportunities identified (clinical/coding)

#### 3.3 Scope of Services

Valleywise Health seeks proposals from entities that are in the business of conducting CDI, Coding and Billing compliance audit services, including both comprehensive and targeted audits, as follows:

- Advise on best practices with respect to prospective and retrospective coding and billing compliance audits.
- Conduct comprehensive coding audits of identified samples at an identified interval.
- Determine the accuracy and integrity of coding in accordance with ICD-10-CM/PCS Official Guidelines for Coding & Reporting, CPT Guidelines, AHA Coding Clinic, CPT Assistant, Centers for Medicare and Medicaid rules and regulations, as well as FQHC specific coding and abstracting guidelines.
- Determine that all pertinent diagnoses and procedures have been appropriately captured by the provider for medical necessity and coding compliance purposes.

- Identify documentation issues that could impact revenue, coding compliance, and/or quality reporting data.
- Evaluate accuracy on a coder or CDS specific basis and identify any areas for educational improvement.
- Identify provider documentation improvement opportunities on a provider specific basis and identify any areas for educational improvement.
- Provide targeted and general education to providers via WebEx or in person to review findings and/or provide education related to the audit findings.
- Provide Valleywise Health leadership with routine and timely updates on any changes to applicable laws and regulations relating to coding and billing, ICD-10-CM/PCS Official Guidelines for Coding & Reporting, CPT Guidelines, AHA Coding Clinic, CPT Assistant, Centers for Medicare and Medicaid rules and regulations, as well as FQHC specific coding and abstracting guidelines prior to the effective date of changes

**Definitions:**

- Query = a question that is posed to a provider to seek clarification of the documentation in the patient's medical record
- Rebuttal = this process is defined by: when the auditor sends us the initial findings from the audit, then we have an opportunity to review and provide a response on if we agree/disagree with the finding
- Quality Reviews = if the coder falls below 95% accuracy, then they will have to have another set of 20 charts reviewed and education performed to help them bring their coding accuracy on these 20 charts above the 95% accuracy
- Initial Findings = the auditors will provide a report of the initial findings once the rebuttal process has been reviewed
- Executive Summary = the auditors will provide executive level reports of the findings and action plan
- Education = based on the initial findings, the audit company summarizes any trends found in the findings and gives a 1-hour educational session to the coding team on the findings and the action plan

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

**3.4 SERVICE BACKGROUND**

**A. Electronic Health Record for Valleywise Health**

The official Electronic Medical Record for Valleywise Health is EPIC.

**B. Account Access**

Access to the Valleywise Health System shall be performed through a VPN system (Citrix via Internet Protocol Version 4), to the electronic medical record (Epic), through specified work queues within Epic, in which accounts are assigned to be processed by the Contractor(s).



### 3.5 **CONTRACTOR MINIMUM REQUIREMENTS**

- All services must be performed **ONSHORE** of U.S.
- **Auditors must have a minimum of three (3) years'** coding and/or CDI experience in specific area assigned and CCDS, CDIP, RHIA, RHIT, PCS, CCS or CPC Certified.
- **A Valleywise Health Business Associates Agreement must be signed, vendors who refuse to sign the BAA or request modifications in BAA will not be given consideration for an award for any resultant contract through this solicitation.**

### 3.6 **PERFORMANCE REQUIREMENTS**

- A. Contractor must provide audit results, data quality reviews and a detailed productivity report as mutually agreed upon between vendor and Valleywise Health designee. To include: 1) account numbers; 2) coded patient type, facility or specialty to identify the associated area; and 3) by which coder it was completed. Contractor will provide these or similar reports to identify work product and productivity reports with submission of each billing period to the Valleywise Health Director of Health Information Management or designee at no additional cost to Valleywise Health

### 3.7 **GENERAL REQUIREMENTS**

- A. Contractor will provide all equipment and technology to provide the requested services within this RFP remotely. Valleywise Health shall not be responsible to provide or pay for equipment or services the contractor may need in order to begin and maintain the services herein. All technology must be pre-approved by Valleywise Health I.T. department.
- B. Contractor shall maintain knowledge of all procedures, guidelines, updates, and policies related to the most current coding standards and must have awareness and understanding of all compliant coding guidelines and requirements for quality data, not just data for reimbursement.

### 3.8 **EXPERIENCE, QUALIFICATION, AND CERTIFICATION REQUIREMENTS**

- A. Contractor must provide auditors that have at least three (3) years of experience in inpatient and outpatient coding and/ or Clinical documentation integrity. Auditors assigned to Valleywise Health must possess knowledge of medical terminology, anatomy, physiology and have completed all related technical and clinical training to perform assigned tasks and responsibilities effectively.
- B. Contractor shall immediately notify Valleywise Health of any action, allegation, or notification from a government agency that it or its employees may be in violation of any federal or state law or healthcare program regulations.
- C. It is preferred that auditors are already familiar with the 3M™ encoder, and Epic™ Software applications that are utilized at all Valleywise Health facilities when auditing records.

**3.9 SCHEDULING AND HOURS**

- A. Contractor must provide a schedule of auditors and hours assigned daily. The schedule will include partial weekend coverage and holiday coverage, upon request or as necessary to maintain expected productivity levels.

**3.10 CONTRACTOR QUALIFICATIONS**

- A. Delivery Method:
  - 1. Team implementation process and timeline
  - 2. Remote auditor access, procedures & security assurance
  - 3. Recruitment, selection process, credential requirement and retention of qualified auditors
  - 4. Transitioning of services plan upon contract award & Valleywise Health involvement to ensure smooth transition.

Valleywise Health 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 returned to the Proposer.

- 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 CDI, coding and billing 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 needed coding, CDI and billing 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 CDI, coding and billing 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 a successful applicant, how will you consistently ensure Valleywise Health is satisfied with the partnership?
  - How does the Bidder train and mentors its employee?
  - Describe the levels of coverage for commercial insurance and any professional liability insurance the Bidder carries.
  - 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.**

Completed proposals are to be submitted via email to Clarence Hughes at Clarence.Hughes@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 **July 8, 2025, 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.**

- 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 an 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.

#### 5.7 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.

5.8 Intentionally Left Blank (Attachment D)

5.9 Proposer's Pricing (Attachment E)

Attachment E is to be used by the Proposer to specify their proposed rates for Medical Coding and CDI Audit Services. By completing the Proposer's pricing, the Proposer is submitting its firm offer. The signed document must be included in the submission

5.10 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.

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

The Proposer 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.** The signed document must be included in the submission

5.12 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.

5.13 E-Verification (Attachment I)

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

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

**PROPOSAL.**

5.14 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.

5.15 Proposer's Inquiries

All Questions related to the content and requirements of this solicitation may be submitted to Clarence Hughes via e-mail at [Clarence.Hughes@valleywisehealth.org](mailto:Clarence.Hughes@valleywisehealth.org). For a question to be considered, the subject line of any email must state the following: **RFP No. XX-XX-XXX-RFP Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Direct contact with any Valleywise Health personnel associated with this procurement other than the Procurement Officer (Clarence Hughes), is not allowed beginning with the issuance of this document through contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves firms already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. No oral communication is binding on Valleywise Health. Questions will be accepted up until **June 18, 2025 No Later than 11:00AM** Phoenix, Arizona Time.

5.16 Submission of Proposal

Complete proposals must be **emailed** with the Solicitation Number (90-25-339-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 July 8, 2025, No Later Than 11:00AM Phoenix, Arizona Time. PROPOSALS RECEIVED AFTER July 8, 2025, 11:00AM, PHOENIX, ARIZONA TIME WILL NOT BE ACCEPTED, NO EXCEPTIONS WILL BE MADE.** 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 by submitting an email to the procurement officer (Clarence Hughes) at [Clarence.Hughes@valleywisehealth.org](mailto:Clarence.Hughes@valleywisehealth.org). Late proposals will not be accepted.

5.18 Proposal Opening

The names of the individual or firm that submit an offer will be posted on the Valleywise Health Contracts Management Website. Posting the names of the individual or firm is not an indication of responsiveness. Proposals will not be available for public inspection until after a formal Contract Award is made. If no award is made, all proposals remain “sealed” and are not available for public viewing.

5.19 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 the its best interest to do so.

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

### REFERENCE #

Organization Name: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_

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**

The document is to be used by the Proposer to specify proposed rates for Medical Coding and CDI Audit Services. Rate quotes are to be provided for the initial contract term.

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

**1. PRICING**

A. During the term of this Contract, Valleywise Health will pay the Contractor as specified below: Medical Coding and CDI Audits

SERVICES	Fee Type	Fee
IP = inpatient chart	Per Record	\$
ED = Emergency room chart	Per Record	\$
SDS = Same day surgery chart	Per Record	\$
IR = Interventional Radiology chart	Per Record	\$
CC = Cardiac Cath chart	Per Record	\$
OBS = Observation chart	Per Record	\$
Clinic = doctor's office clinic chart	Per Record	\$
Series = outpatient reoccurring visits that are billed 1x/month and contains multiple visits on one account (dialysis, physical therapy, occupational therapy, speech therapy)	Per Record	\$
Ancillary test = outpatient test accounts (laboratory, radiology, stress tests, etc.)	Per Record	\$
Clinical Documentation Integrity compliant queries; missed query opportunities; correct template; appropriate question, dx options, and clinical indicators	Per Record	\$

Clinical Documentation Integrity correct principal diagnosis/principal procedure captured; secondary diagnoses identified (MCC/CC/SOI/ROM, complications, PSI); CDI notes/findings appropriate/easy to follow	Per Record	\$
Clinical Documentation Integrity – specific education based on trends/opportunities identified (clinical/coding)	Per Record	\$
On-Site Education/Exit Briefing	Per Hour	\$
<b>No Travel Charges are authorized under this agreement</b>		

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

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

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

\_\_\_\_\_  
Date

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

Yes ☐

No ☐

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

\_\_\_\_\_

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

I hereby certify that I acknowledge acceptance of the rates for the initial contract period of INITIAL CONTRACT TERM DATES:

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

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

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

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

\_\_\_\_\_  
Date

## **ATTACHMENT F: RESPONSE TO WORK STATEMENT REQUIREMENTS**

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

Nothing prohibits the addition of supplemental services, not identified in this solicitation and deemed necessary by 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 any exceptions to the RFP requirements and/or any requested language changes to the standard **Valleywise Health Contract Provisions**.

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

Please sign and include this statement with your proposal.

I have read the Valleywise Health Contract Provisions and:

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

---

Printed Name of Authorized Individual

---

Name of Submitting Organization

---

Signature of Authorized Individual

---

Date

**1. ORDER OF PRECEDENCE**

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

**2. DEFINITIONS**

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

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

**CEO** means the Chief Executive Officer of 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
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 <sup>th</sup> 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. 7<sup>th</sup> Avenue, Phoenix, Arizona 85007.

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

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

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

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

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

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

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

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

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

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

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

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



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

**3. STANDARDS AND LICENSURE**

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

**4. CREDENTIALING**

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

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

- C. Contractor shall provide Valleywise Health with documentation that it is currently in good standing with all applicable state and federal regulatory agencies or other accreditation and licensing authorities, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS or NCQA, prior to the provision of service under this Contract. Thereafter, Contractor is to remain in good standing with all of the aforementioned agencies and authorities.
- D. Contractor shall notify Valleywise Health in writing within two working days after the Contractor receives notice by any organization of any change in the Contractor's professional status, including, but not limited to, suspension, termination, probation, resignation, or any other change in its licensure, qualifications or hospital privileges. This notice must be provided to Valleywise Health by fax and followed by certified mail.
- E. Contractor will immediately notify Valleywise Health if it receives any restriction or any limitations to its licensure, accreditation or certification status, as well as any restriction or limitation on its

practice or operations. Contractor shall also provide copies of any statement of deficiencies, corrective actions, plans and timelines for implementation, including those requested by Valleywise Health.

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

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

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

## **6. IMMUNIZATION REQUIREMENTS**

- A. At the time the Contractor initially reports to work at any Valleywise Health facility, that person shall present to Valleywise Health designee evidence as follows:
  - 1) Proof of immunity or immunization in compliance with current Valleywise Health immunization requirements or a signed declination statement.
  - 2) Respiratory Fit testing within the past 12 months if use of N-95 Respirator is required.
  - 3) Proof of annual TB screening as required by Arizona Administrative Code Title 9, Chapter 10, R9-10-113.

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

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

## **7. 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

## **8. 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](http://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.

## **9. 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.

#### **10. 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.

#### **11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. RETENTION AND ADEQUACY OF RECORDS**

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

**19. 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.

## **20. 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 the Contractor for the amount, to adjust any future invoice submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in A.R.S. § 44-1201 of the disallowed amount by the Contractor.
- D. Contractor, upon written notice, shall reimburse Valleywise Health for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.
- E. Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses and court costs.

## **21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.



**26. 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.

**27. INDEMNIFICATION**

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

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

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

**28. 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 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 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

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. PROHIBITION AGAINST LOBBYING**

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

**34. 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.

**35. 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.

**36. 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.

**37. 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.

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

The term of this Contract shall be for a period of three (3) years with the option to renew for a total contract term not to exceed five (5) years unless otherwise terminated in accordance with the terms of this Contract.

The Contract is subject to the availability of funds and acceptable Contractor performance.

The effective date for any resultant contract will be upon signature of both parties.

**39. 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.

**40. ASSIGNMENTS**

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

**41. 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.

#### **42. 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.

#### **43. AMENDMENTS**

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



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

#### **44. 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 inactivity's of Contractor.
- (2) Valleywise Health may also terminate this Contract immediately, with notice to the Contractor, upon the occurrence of any of the following events:
  - a. Loss, restriction or suspension of Contractor's license, certification or other authority essential to its ability to perform its obligations under this Contract,
  - b. Insolvency, dissolution or bankruptcy of the Contractor.

**E. Termination - Availability of Funds**

If any action is taken by any state agency, federal department, or any other agency, payer or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract or any other applicable Payer Contract, Valleywise Health may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event



of termination, Valleywise Health shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract or any other applicable Payer Contract. Valleywise Health shall give written notice at least 10 days in advance of the effective date of any suspension, amendment, or termination under this section.

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

**45. 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.

**46. 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.

**47. 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.

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

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

**49: INVOICING**

- A. Contractor will provide separate invoices and emails to:  
[AP@Valleywisehealth.org](mailto: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

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.<sup>1</sup>**

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

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

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

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

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

**ATTACHMENT H**

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

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

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**Printed Name of Authorized Individual**

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**Name of Submitting Organization**

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**Signature of Authorized Individual**

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**Date**

## **ATTACHMENT I: CONTRACTOR EMPLOYMENT RECORD VERIFICATION REQUIREMENT**

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

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



**Maricopa County Special Health Care District, dba, Valleywise Health**  
**Contractor Employment Record Verification Form and Employee Verification Worksheet**  
Complete and return within 30 days of receipt or as specified in cover letter to:

**ATTACHMENT I**

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

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

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

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

I hereby attest that:

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

Signature of Contractor (Employer) or Authorized Designee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name:

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

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

Contractor Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

(Please copy and complete as necessary)

Employee Name – Please Print	Employee Name – Please Print