



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

REVIEW OF QUALIFICATIONS

LOBBYING SERVICES

90-26-330-ROQ

DATE OF ISSUE:	AUGUST 24, 2026
DEADLINE FOR INQUIRIES:	SEPTEMBER 4, 2026, 11:00 AM, PHOENIX, AZ TIME
DATE & TIME RESPONSES DUE:	SEPTEMBER 21, 2026, 11:00 AM, PHOENIX, AZ TIME

CONTRACTS MANAGEMENT DEPARTMENT

MANDATORY OFFER AND ACCEPTANCE

Review of Qualifications No:	90-26-330-ROQ	Due Date:	September 21, 2026
Material and/or Services:	Lobbying Services	Time:	11:00 AM Phoenix, AZ Time
Procurement Officer:	Kelly Garrett	Phone:	602-344-1473
Location/Address:	Valleywise Health 2601 E. Roosevelt Street, 1st Floor, Phoenix, AZ 85008		

VENDOR OFFER

By signing below, the Respondent hereby certifies that:

They have read, understand, and agree that acceptance by Valleywise Health of the Respondent'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 Offer certifies that he/she is the person in the Respondent's organization responsible for, or authorized to make, decisions regarding the prices quoted. The Respondent is a corporation or other legal entity. No attempt has been made or will be made by the Respondent to induce any other firm or person to submit or not to submit a Respondent in response to this ROQ.

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

Company Name: _____ Contractor FEIN/SSN: _____

Company Account Manager: _____ Payment Terms: Net 45 Days

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Authorized Signature: _____ Date: _____

Typed Name: _____ Title: _____

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**.

		This is NOT a Purchase Order	
Attested by:		Contract No:	
Name:		Contract Term:	
Title:		Effective Date:	
Date:		Expiration Date:	

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SOLICITATION

90-26-330-ROQ

LOBBYING SERVICES

Maricopa County Special Health Care District dba Valleywise Health hereby solicits responses from qualified Respondents to provide lobbying services to assist Valleywise Health to achieve specific legislative, regulatory, strategic, and operational objectives.

Written questions concerning this Review of Qualifications (ROQ) should be emailed to Kelly Garrett no later than **September 4, 2026 at 11:00 AM Phoenix, Arizona Time**. Questions may be submitted to Kelly Garrett via e-mail at kelly.garrett@valleywisehealth.org with the subject line reading "Solicitation #: 90-26-330-ROQ Questions-<Your Company Name>." No oral communication are binding on Valleywise Health. Answers to the written questions submitted by Respondents concerning the ROQ will be provided in the form of an Addendum via the Valleywise Health solicitation website. **It is the responsibility of all potential Respondents to check the Valleywise Health solicitation website for any Addendums to the ROQ and to ensure signed Addenda are included in their response to the Solicitation.** The Valleywise Health solicitation website is located at <https://valleywisehealth.org/about/procurement/open-solicitations>.

Completed responses are to be submitted via email to Kelly Garrett at kelly.garrett@valleywisehealth.org. Emails may be broken out into multiple emails (single email size limit of 20Mb), and as such, needs to be numbered in sequence and clearly marked with the subject line reading "Solicitation # 90-26-330-ROQ Response <Your company Name> Mail 1 of 3". All responses must be received no later than September 21, 2026 at 11:00 AM Phoenix, Arizona Time. It is strongly suggested that email responses be sent well in advance of the deadline date/time to account for any unforeseen issues. **Respondents assume all risk associated with submitting their offer.**

Direct contact with any Valleywise Health personnel associated with this procurement other than the Procurement Office, Kelly Garrett, is not allowed, beginning with the issuance of this document through formal contract award. Failure to comply with this requirement may cause disqualification. Exceptions to this requirement involve vendors already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. Disclosure of this information must be submitted with the offer under the Conflict of Interest Disclosure Form (Attachment D).

This announcement does not commit Valleywise Health to award a contract or to pay any costs incurred in the preparation of responses. Valleywise Health reserves the right to accept or reject, in whole or in part, all responses submitted and/or to cancel this announcement. Valleywise Health reserves the right to award more than one (1) contract based upon the Response(s) most advantageous to the Valleywise Health, price and other factors considered. **The contract is scheduled for award for the initial term of three (3) years with the option to extend for additional periods up to a maximum contract term of five (5) years.** The Valleywise Health Procurement Code governs this procurement and is incorporated by this reference. Full text of the Valleywise Health Procurement Code ("Procurement Code") may be found at the following link: <https://valleywisehealth.org/about/procurement/>. Valleywise Health reserves the right to award this contract in whole or in part to one or more contractors.

1.0 EXECUTIVE SUMMARY

1.1 General Valleywise Health Information

- 1.1.1 Valleywise Health, a special healthcare district and political subdivision of the State of Arizona, includes Valleywise Health Medical Center, the Diane & Bruce Halle Arizona Burn Center, two Comprehensive Health Centers, 11 community-oriented health centers, three behavioral health centers, and a Mobile Health Clinic. Valleywise Health is also a premier training center for Arizona's physicians, having begun the state's first physician training program in 1952. Today, in partnership with the Creighton University Arizona Health Education Alliance, Valleywise Health trains hundreds of students and residents annually in Emergency Medicine, Family Medicine, Obstetrics/Gynecology, Internal Medicine, Radiology and other specialties that contribute to the body of knowledge of patient care.
- 1.1.2 Founded in 1877, Valleywise Health is located in central Arizona and has served as the health care safety net for citizens of Maricopa County for nearly 150 years. 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. Approximately 70 percent of Valleywise Health's patients are financially vulnerable safety net patients who are uninsured, underinsured, or covered by AHCCCS, Arizona's Medicaid program — the highest percentage of adult and child safety net patients of any health system in Arizona and among the highest in the nation.
- 1.1.3 Valleywise Health Medical Center is a 233-bed, full-service hospital that sees nearly 18,000 pediatric and adult inpatient admissions every year. In 2024, Valleywise Health opened a new 673,000-square-foot, 10-story medical center, replacing the legacy hospital that had served the community for more than 50 years. Valleywise Health Medical Center is the only hospital in Maricopa County verified by the American College of Surgeons to provide both adult (Level I) and pediatric (Level II) trauma care, and its Emergency Medicine residency program is the only one of its kind in Maricopa County. The Pediatric Emergency Department cares for more than 22,000 children annually, 24 hours a day, seven days a week. A modern Labor and Delivery suite — home to one of only three Neonatal Intensive Care Units (NICU) in the Valley — welcomes more than 2,000 babies each year and provides specialized care for up to 40 critically ill and premature newborns at a time, while the Pediatric Intensive Care Unit (PICU) provides critical care for children up to age 18.
- 1.1.4 The Diane & Bruce Halle Arizona Burn Center, founded in 1965 by Drs. MacDonald Wood and William Ray Price and nationally verified since 2000, is one of the busiest burn centers in the United States, with a survival rate of 97 percent. Each year the Burn

Center cares for more than 8,000 burn patients and admits more than 1,600 adult and pediatric patients from across the southwestern United States and northern Mexico. In 2025, Valleywise Health celebrated the Burn Center's 60th anniversary.

- 1.1.5 Specialty care is offered at Valleywise Health's two Comprehensive Health Centers, in Phoenix and Peoria, which provide a full range of clinical and support services — from screening and diagnosis to treatment and counseling — across more than two dozen medical and surgical specialties, including breast care, cardiopulmonary, general and pediatric surgery, neurosurgery, orthopedics, urology, women's care, and more.
- 1.1.6 In addition to its two Comprehensive Health Centers, Valleywise Health operates nine Valleywise Community Health Centers throughout the Valley — in Avondale, North Phoenix, West Maryvale, McDowell, South Central Phoenix, South Phoenix/Laveen, Guadalupe, Mesa, and Chandler — for a total of 11 community-oriented health centers, along with a Mobile Health Clinic that brings care directly to underserved communities. The professional medical staff at these centers are trained and certified in primary care and focus on the treatment of both adults and children, with many locations offering primary care, dental care, and pharmacy services in one location. The Valleywise Community Health Center – McDowell, established in 1989, is the largest provider of comprehensive, coordinated HIV-related medical care for adults in Maricopa County, serving more than 3,500 individuals annually — about one in three people living with HIV/AIDS in the county.
- 1.1.7 Valleywise Health provides behavioral health care and psychiatric services through three behavioral health centers — the Valleywise Behavioral Health Center & Emergency Room in Maryvale, and the Valleywise Behavioral Health Centers in Phoenix and Mesa.

2.0 SCHEDULE OF EVENTS

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

Notice of Solicitation Issued	August 24, 2026
Deadline for Written Questions	September 4, 2026 at 11:00 am AZ time
Response Due Date	September 21, 2026 at 11:00 am AZ time
Valleywise Health Response Review & Shortlist Decision	TBD
Oral Presentations (if requested)	Week of October 19, 2026 (Tentative)
Contract Start Date	December 20, 2026

***Valleywise Health reserves the right to deviate from this schedule.**

3.0 WORK STATEMENT

3.1. Service Goal

To provide legislative advocacy, strategic planning, oversee professional and volunteer lobbying efforts, assist with organizational priorities, assist with negotiations and involvement in joint venture opportunities.

3.2. Minimum Qualifications

The Contractor must meet the following minimum qualifications. Failure to satisfy these requirements will result in the offer being deemed non-responsive and eliminated from further consideration.

3.2.1 The Contractor must possess a minimum of five (5) consecutive years of demonstrated experience in providing professional government relations and legislative lobbying services.

3.2.2 The Contractor must be actively registered as a principal and/or lobbying firm with the Arizona Secretary of State's Office in strict compliance with A.R.S. § 41-1232. The Contractor shall maintain this registration in good standing throughout the entire term of the contract and any subsequent extensions.

3.3. Preferred Qualifications

3.3.1 In-depth knowledge of the State legislative process

3.3.2 Strong relationships with current and prospective State elected officials leadership and their staff

3.3.3 A history of extensive and demonstrably effective legislative experience

3.3.4 Proven creative and aggressive lobbying skills, with the objective being the development and implementation of successful Valleywise Health legislative strategies on Board-determined priority issues

3.3.5 Experience working with State agencies, special districts, county and local government entities

3.3.6 Experience working with, and taking directions from elected boards

3.4. State, County, and Local Lobbying Service Objectives and Tasks

The Contractor shall perform the following services:

3.4.1 Assist Valleywise Health to achieve specific State, county, and local legislative, regulatory, strategic, and operational objectives as identified and prioritized by the five-

member Valleywise Health Board of Directors and the Valleywise Health Chief Executive Officer (CEO). It is anticipated that these objectives will relate to issues including, but not limited to, governance, powers, duties, authority of the Board of Directors, and the currently mandated and discretionary statutory responsibilities of Valleywise Health, in one or more of the following areas:

- 3.4.1.1 Health Care: This includes all Valleywise Health facilities.
- 3.4.1.2 Medical Education: Valleywise Health provides Graduate Medical Education (GME), Continuing Medical Education (CME), Nursing, Allied Professional, and other health care related education.
- 3.4.1.3 Safety Net: Valleywise Health provides health care services to patients that cannot obtain care elsewhere in the community due to a lack of insurance or other economic reasons.
- 3.4.2 Receive assignments from the Director of Legislative and Governmental Affairs (“Director”) and provide direction, recommendations, and advice for or against legislative, regulatory, strategic, and operational proposals within those subject areas specified by the Board or in the contract.
- 3.4.3 Attend scheduled gatherings including, but not limited to, State legislative hearings, county board of supervisor meetings, city council meetings, and State/local agency sessions where legislation, ordinances, agency regulation, or other decisions impacting Valleywise Health are proposed, developed, or discussed, and report to the Director on the status of any such topic.
- 3.4.4 Report to, seek guidance from, and make recommendations to the Director as to the positions that are to be advanced on behalf of Valleywise Health on specific State, county, or local issues, legislative bills, proposed amendments thereto, regulatory matters, or any other related matters. At the Director’s direction, prepare and present status reports to the Director, and or the Valleywise Health Board of Directors.
- 3.4.5 Assist Valleywise Health with other State and local deliberations including, but not limited to, contract matters, capital and construction projects, or any other matters authorized by Valleywise Health.
- 3.4.6 Represent Valleywise Health’s interests before entities including, but not limited to, the Arizona State Legislature, the Governor of the State of Arizona and high-level gubernatorial staff, numerous State agencies, county officials, local municipal bodies, State and local regulatory agencies. Such representation shall include effectively communicating Valleywise Health’s position on specific issues and proposals and receiving useful information from outside parties and stakeholders on those issues.

- 3.4.7 Coordinate, align, and engage with external community stakeholders, public entities, trade associations, and coalition partners possessing shared or common interests. Such efforts may include, but are not limited to, developing unified advocacy strategies, information gathering, and building broad-based collaborative support.

3.5. Federal Lobbying Service Objectives and Tasks (As-Needed)

The services provided under this contract will mainly focus on the State, county, and local tasks and objectives outlined in Section 3.4. However, the Contractor may be asked to assist with the federal lobbying services below on an ad-hoc, as-needed basis. The Contractor shall maintain the professional capability to support these services:

- 3.5.1 Assess opportunities associated with economic stimulus package(s).
- 3.5.2 Monitor agency testimony, and complete and submit appropriations forms and Fiscal Year legislative briefing materials.
- 3.5.3 Develop appropriations project white papers for development/inclusion in legislative briefing materials.
- 3.5.4 Outline priorities for relevant departments.
- 3.5.5 Review and assess accomplishments/challenges associated with the funding cycle.
- 3.5.6 Establish clear priorities and objectives for the coming year.
- 3.5.7 Continue Hill advocacy and outreach related to appropriations/authorization priorities.
- 3.5.8 Pay courtesy/introductory visits to key delegation offices.
- 3.5.9 Meet with relevant federal agency staff regarding upcoming authorization legislation, regulatory matters, and federal rulemaking.
- 3.5.10 Submit briefing materials to the delegation and mobilize grassroots and grasstops around active sessions of Congress.
- 3.5.11 Secure Congress and delegation support letters.
- 3.5.12 Monitor appropriations deliberations as the fiscal year comes to an end.
- 3.5.13 Work to secure final funding of programs already in the appropriations pipeline.
- 3.5.14 Ensure that programs enacted into law are in line to receive appropriations.
- 3.5.15 Prepare for Hill meetings with Valleywise Health representatives.

- 3.5.16 Engage Valleywise Health officials to meet with Members of Congress.
- 3.5.17 Engage Local stakeholders and Congressional Members during the August recess.
- 3.5.18 Arrange for key Members and staff site visits.
- 3.5.19 Participate in relevant stakeholder meetings/national conferences.
- 3.5.20 Share sample appropriations forms with relevant program offices for completion.
- 3.5.21 Assess/evaluate accomplishments.

3.6. General Requirements

- 3.6.1 Comply with all Valleywise Health procedures for billing and accounting for the cost of services performed and maintaining records pertaining to the financial and performance aspects of the contract.
 - 3.6.2 Agree not to engage in private litigation against Valleywise Health or accept other representation that is or may reasonably appear to be in conflict with the Valleywise Health's position(s) without first obtaining written permission to do so from Valleywise Health.
- 3.7. Valleywise Health reserves the right to add or delete services associated with this solicitation, and the subsequent contract(s), as needed.

4. EVALUATION CRITERIA AND PROCESS

4.1. Evaluation Criteria

Evaluation criteria to be utilized in determining the successful respondent are listed below. Valleywise Health reserves the right to accept other than the lowest priced response.

4.1.1. Firm's Experience and Qualifications (Maximum 40 Points)

This will include a thorough and detailed review of the Respondent's submitted **Statement of Qualifications (Attachment B)** to determine the firm's experience and qualifications. Evaluation will focus on the Respondent's demonstrated success and capability to manage high-impact legislative issues. Respondents must show a proven track record representing public entities, specific subject matter expertise in healthcare, and the strategic acumen required to overcome complex political obstacles. Offers will be evaluated on the substance, relevance, and professional capacity of the primary staff resumes assigned to manage the contract.

4.1.2. Technical Approach (Maximum 50 Points)

This will include a thorough and detailed review of the Respondent's submitted **Response To Work Statement Requirements (Attachment F)** to determine their overall operational strategy. Evaluation will focus heavily on the Respondent's plan to execute the core State, county, and local lobbying services detailed in Section 3.4 of the Work Statement. Offers will be evaluated on the Respondent's methodology for active representation before entities including, but not limited to, the Arizona State Legislature, the Governor, county boards, and municipal councils. This includes a review of the Respondent's approach to tracking healthcare legislation, managing board directives, and providing proactive executive-level status reporting. Additionally, this will evaluate the Respondent's professional capability, established network contacts, and readiness to assist with secondary federal lobbying services detailed in Section 3.5 if requested.

4.1.3. Professional References (Maximum 10 Points)

This will include a thorough and detailed review of the Respondent's submitted **Professional References (Attachment C)**. Respondents who submit two (2) complete, verifiable, relevant, and responsive professional references will receive the full ten (10) points. **Points will not be awarded if a reference form is left blank or cannot be verified.**

4.2. Response Review Process

A committee comprised of various Valleywise Health representatives will evaluate responsive and responsible responses. The Committee may request clarifications and/or additional information from any Respondent through written correspondence. At Valleywise Health' option, Respondents 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 responses submitted in response to the Review of Qualifications.

4.3. Shortlisted Respondent Evaluation (If necessary)

4.3.1. Valleywise Health may shortlist Respondents with the highest evaluation scores based on the above criteria. Only these shortlisted Respondents will be invited for oral presentations/interviews. Oral presentations/interviews are optional and at the discretion of the Evaluation Committee.

4.3.2. The Evaluation Committee may evaluate finalist Respondents through oral presentations/interviews based on the criteria set forth below. Valleywise Health reserves the right to request additional information from Respondents prior to final selection, and to consider information about the Respondent other than that submitted in the proposal.

4.3.2.1. Finalist Respondent Team Interview (Maximum 60 Points)

Valleywise Health may provide interview questions in advance to Respondents. Valleywise Health's 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 Respondents to submit written responses to some questions in advance of the interviews.

4.3.2.2. Strategic Fit (Maximum 40 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 ROQ, as well as compliance with contract terms and conditions and any and all additional findings from Valleywise Health's due diligence process. Valleywise Health's due diligence may include client references, site visits, and independent evaluations and rankings for the Respondent from industry references including, but not limited to Gartner Group, KLAS, and MD Buyline.

4.4. Competitive Negotiation

4.4.1. Valleywise Health retains the right to negotiate, with one or more of the apparent most responsive respondents as solely determined by Valleywise Health.

4.4.2. Valleywise Health reserves the right to request clarification, to conduct discussions with respondents, 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 responses or discussions. When Valleywise Health makes a formal award(s), the solicitation file and the responses 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 Respondents 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 approval by the appropriate Valleywise Health management and/or Chairman of the Board, award will be made to the respondent(s) whose response has been deemed most advantageous to Valleywise Health in accordance with the evaluation criteria contained in this ROQ.

5. INSTRUCTIONS TO RESPONDENTS

5.1. General Directions

- 5.1.1. This Review of Qualifications (ROQ) package contains all the information and forms necessary to complete and submit a response. Respondents are encouraged to review the ROQ package in detail prior to commencing work.
- 5.1.2. Any person, firm, corporation or association submitting a response shall be deemed to have read and understood all the terms, conditions and requirements in the specifications. Conditional responses will not be considered. All responses must be signed by an authorized signatory; unsigned responses may be rejected.
- 5.1.3. All responses and accompanying documentation will become the property of Valleywise Health at the time responses are received. Respondents whose responses are deemed to be non-responsive will be notified via email.

5.2. Required Response Format

- 5.2.1. To assist in the evaluation process, all responses must follow the same format. Responses in any other format may be considered informal and may be rejected. Responses shall be assembled and submitted with the attachments in the exact sequential order listed below.
 - 5.2.1.1. Table of Contents
 - 5.2.1.2. Mandatory Offer and Acceptance
 - 5.2.1.3. Authorization To Submit Response and Certifications (Attachment A)
 - 5.2.1.4. Statement of Qualifications (Attachment B)
 - 5.2.1.5. Professional References (Attachment C)
 - 5.2.1.6. Conflict of Interest Disclosure Form (Attachment D)
 - 5.2.1.7. Pricing (Attachment E)
 - 5.2.1.8. Response to Work Statement Requirements (Attachment F)
 - 5.2.1.9. Exceptions to ROQ Requirements and/or Contract Provisions (Attachment G) and Exceptions Matrix Form (Attachment G-1, if applicable)
 - 5.2.1.10. Proprietary and/or Confidential Information (Attachment H)
 - 5.2.1.11. Respondent Checklist (Attachment J)
 - 5.2.1.12. Signed Addenda to this ROQ
 - 5.2.1.13. Supporting Documents, including current license to practice in the State of Arizona (if applicable), proof of active registration with Arizona Secretary of State's Office, resume(s).

5.3. Mandatory Offer and Acceptance

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

5.4. Authorization To Submit Response and Certifications (Attachment A)

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

5.5. Statement of Qualifications (Attachment B)

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

5.6. Professional References (Attachment C)

Respondents must use the format provided in Attachment C for Professional References. Respondents are to supply references from at least two (2) companies or organizations for which they provide similar services. Do not include references from a partner(s).

5.7. Conflict of Interest Disclosure Form (Attachment D)

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

5.8. Pricing (Attachment E)

Attachment E must be verified and signed by a person authorized to make a binding offer for their organization. This is to be used by the Respondent to specify their proposed rates for Lobbying Services. By completing the Respondent's pricing, the Respondent is submitting its firm offer.

5.9. Response to Work Statement Requirements (Attachment F)

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

5.10. Exceptions to ROQ Requirements and/or Contract Provisions (Attachment G and G-1)

Attachment G must be verified and signed by a person authorized to make a binding offer for their organization. The Respondent shall clearly identify any exceptions to the ROQ specifications or contract terms using Attachment G and, if applicable, the accompanying Attachment G-1 (Exceptions Matrix Form). If no exceptions are requested, the completion and submission of Attachment G-1 is not required. This submission process is the exclusive method for stating exceptions to the requirements of this ROQ. Exceptions raised at a later date, or located anywhere else within the response, will not be considered during contract negotiations.

5.11. Proprietary and/or Confidential Information (Attachment H)

- 5.11.1. Attachment H must be verified and signed by a person authorized to make a binding offer for their organization. The executed document must be included in the submission.
- 5.11.2. **Any information that is deemed proprietary and/or confidential by a respondent must be clearly identified as such.** If an entire offer is submitted as confidential it may be disqualified. The Respondent shall submit justification for any information designated as proprietary and/or confidential in nature. Final determinations of nondisclosure, however, rest with the Procurement Officer. The Respondent will be notified if their request is denied and will be given the opportunity to rescind the submitted offer or proceed with the proprietary and/or confidential information considered as part of the public offer.
- 5.11.3. 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 Respondent.

5.12. Contractor Employment Record Verification Requirement (Attachment I)

Attachment I is being provided for informational purposes only related to this solicitation. Respondents 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 RESPONSE.

5.13. Respondent Checklist (Attachment J)

A Respondent Checklist is included to assist Respondents in preparing the response for submission. This document lists all items necessary to assemble a complete response. A completed Respondent Checklist must be included with the submission.

5.14. Signed Addenda

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

5.15. Supporting Documents

The following documents must be submitted for each Respondent who will provide Lobbying Services: current license to practice in the State of Arizona (if applicable), proof of active registration with Arizona Secretary of State's Office, and resume(s).

5.16. Respondent's Inquiries

Written questions concerning this Review of Qualifications (ROQ) should be emailed to Kelly Garrett no later than **September 4, 2026 at 11:00 AM Phoenix, Arizona Time**. Questions may be submitted to Kelly Garrett via e-mail at kelly.garrett@valleywisehealth.org with the subject line reading "Solicitation #: 90-26-330-ROQ Questions-<Your Company Name>." No oral communication are binding on Valleywise Health. 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 (Kelly Garrett), 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 are firms already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. Answers to the written questions submitted by Respondents concerning the ROQ will be provided in the form of an Addendum via the Valleywise Health solicitation website. **It is the responsibility of all potential Respondents to check the Valleywise Health solicitation website for any Addendums to the ROQ and to ensure signed Addenda are included in their response to the Solicitation.** The Valleywise Health solicitation website is located at <https://valleywisehealth.org/about/procurement/open-solicitations>.

5.17. Submission of Response

Responses must be submitted via email; submissions utilizing links to outside sources in lieu of attachments will be rejected. Hard copies will not be accepted. Completed responses are to be submitted via email to Kelly Garrett at kelly.garrett@valleywisehealth.org. Emails may be broken out into multiple emails (single email size limit of 20Mb), and as such, needs to be numbered in sequence and clearly marked with the subject line reading "Solicitation # 90-26-330-ROQ Response <Your company Name> Mail 1 of 3". All responses must be received no later than **September 21, 2026 at 11:00AM Phoenix, Arizona Time**. It is strongly suggested that email responses be sent well in advance of the deadline date/time to account for any unforeseen issues. **Respondents assume all risk associated with submitting their offer. No relief will be given to any offeror who does not meet the deadline date and time.**

5.18. Withdrawal of Responses; Late Responses

At any time prior to the Response due date and time, the Respondent may request withdraw of its Response. Late responses will not be accepted, no exceptions will be made.

5.19. Rights of Valleywise Health

Valleywise Health reserves the right to reject any or all responses or any part thereof, or to accept any response, or any part thereof, or to withhold the award or to waive or decline to waive irregularities in any response when it determines that it is in the best interest to do so. Valleywise Health reserves the right to make multiple awards as deemed in the best interest of Valleywise Health.

6.0 VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

6.1. Respondents are cautioned to thoroughly understand and comply with all matters covered under the Provisions/Terms and Conditions Section of this ROQ. The successful vendor is expected to enter into a form of agreement approved by Valleywise Health. The Valleywise Health terms and conditions included in this ROQ are intended to be incorporated into that agreement. Responses that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state any exceptions taken to the mandatory terms and conditions on this form ATTACHMENT G: EXCEPTIONS TO RFP REQUIREMENTS AND/OR CONTRACT PROVISIONS in detail.

6.2. DEFINITIONS

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

- 6.2.1. **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.
- 6.2.2. **CEO** means the Chief Executive Officer of Valleywise Health or his/her designee.
- 6.2.3. **Comprehensive** Health Center (CHC) means the Community Health Center, located on the Valleywise Health campus, which provides outpatient primary and specialty care services.
- 6.2.4. **Contract** means this document and all its Agreements and amendments, including where applicable, contractors/respondent's proposal.
- 6.2.5. **Contractor** means the person, firm or organization listed on the cover page of this Contract and includes its agents, employees, and sub-contractors.
- 6.2.6. **Deeming** Authority means the authority granted to an accreditation organization by CMS in accordance with Section 1865 of the Social Security Act.
- 6.2.7. **Department** means any Department of Valleywise Health.
- 6.2.8. **Desert** Vista means the stand-alone mental health facility located at 570 West Brown Road, Mesa, Arizona 85207, owned and operated by Valleywise Health.
- 6.2.9. **Community** Health Centers (CHC) means one or more of the facilities listed below:

Valleywise Health Medical Center 2601 E. Roosevelt St. Phoenix, AZ 85008	Valleywise CHC – West Maryvale 7808 W. Thomas Rd. Phoenix, AZ 85033
Valleywise CHC – Phoenix 2525 E. Roosevelt St. Phoenix, AZ 85008	Valleywise CHC – South Phoenix/Laveen 5650 S. 35th Ave. Phoenix, AZ 85041
Valleywise CHC – Peoria 8088 W. Whitney Dr. Peoria, AZ 85345	Valleywise CHC – South Central Phoenix 33 W. Tamarisk St. Phoenix, AZ 85041
Valleywise Behavioral Health Center – Phoenix 2619 E. Pierce St. Phoenix, AZ 85008	Valleywise CHC – North Phoenix 2025 W. Northern Ave. Phoenix, AZ 85021
Valleywise Behavioral Health Center – Mesa 570 W. Brown Rd. Mesa, AZ 85201	Valleywise CHC – Mesa 950 E. Main St. Mesa, AZ 85203
Valleywise Behavioral Health Center – Maryvale 5102 W. Campbell Ave. Phoenix, AZ 85031	Valleywise CHC – McDowell 1101 N. Central Ave., Suite 204 Phoenix, AZ 85004
Valleywise Emergency Room – Maryvale 5102 W. Campbell Ave. Phoenix, AZ 85031	Valleywise CHC – Guadalupe 5825 E. Calle Guadalupe Guadalupe, AZ 85283
Valleywise Behavioral Health Center – Avondale 950 E. Van Buren St. Avondale, AZ 85323	Valleywise CHC – Chandler 811 S. Hamilton St. Chandler, AZ 85225

- 6.2.10. **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.
- 6.2.11. **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.
- 6.2.12. **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.
- 6.2.13. **Valleywise Health** means Valleywise Health Medical Center, the Comprehensive Healthcare Center (CHC), Desert Vista, the Community Healthcare Centers (CHCs), 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.

- 6.2.14. **Valleywise Health Medical Center** means the hospital component of Valleywise Health located at 2601 East Roosevelt, Phoenix, Arizona 85008.
- 6.2.15. **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.
- 6.2.16. **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.
- 6.2.17. **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.
- 6.2.18. **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.
- 6.2.19. **Subcontractor** means one who enters into an agreement with and assumes some of the obligations of the primary Contractor.

6.3. **LAWS, RULES AND REGULATIONS**

- 6.3.1. 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:
<https://www.azahcccs.gov/PlansProviders/HealthPlans/minimumsubcontractprovisions.html>
- 6.3.2. 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.

6.3.3. 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.

6.3.4. 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 will comply with the requirements stipulated by federal law and Valleywise Health policy:

6.3.4.1. The Valleywise Health "False Claims Act" policy is available at: <https://valleywisehealth.org/legal/privacy-Policy>.

6.3.4.2. The Valleywise Health "Code of Conduct and Ethics" policy is available at: <https://valleywisehealth.org/legal/privacy-policy/>.

6.3.5. 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.

6.4. **NO GUARANTEED VOLUME**

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

6.5. **NON-EXCLUSIVE STATUS**

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

6.6. **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.

6.7. **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.

6.8. **SUPPLY AND OWNERSHIP OF INFORMATION**

- 6.8.1. 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.
- 6.8.2. Subject to applicable state and federal laws, rules and regulations, including without limitation those concerning confidentiality of Patient records, Valleywise Health shall have ownership rights to such records whether housed by Contractor or Valleywise Health and the 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.

6.9. **LICENSES AND PERMITS**

- 6.9.1. 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.

- 6.9.2. 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.

6.10. 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.

6.11. RETENTION AND ADEQUACY OF RECORDS

The Contractor agrees, consistent with ARS § 35-214, 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.

6.12. CONTRACT COMPLIANCE MONITORING

- 6.12.1. Valleywise Health shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by Valleywise Health, its designees and/or its Payer/Funder at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and copying for Valleywise Health'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.

- 6.12.2. 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.
- 6.12.3. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- 6.12.4. Valleywise Health may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

6.13. **AUDIT AND AUDIT DISALLOWANCE**

- 6.13.1. Valleywise Health reserves the right to audit any financial records of the Contractor or any Subcontractor(s), which relate to the terms under this Contract including services and billings made to Valleywise Health. Such audits will be made at 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.
- 6.13.2. 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.
- 6.13.3. If at any time it is determined by Valleywise Health that a service or commodity for which payment has been made is disallowed, Valleywise Health shall notify the Contractor in writing with the required course of action. It is at the Valleywise Health option to submit an invoice to Contractor for the amount, to adjust any future invoice submitted by the Contractor in the amount of the disallowance or to require repayment plus interest at the rate provided in A.R.S. § 44-1201 of the disallowed amount by the Contractor.
- 6.13.4. 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.
- 6.13.5. 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.

6.14. **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.

6.15. **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, HS-705 and 706 referenced as follows:

6.15.1. HS-705 PROTEST OF CONTRACT AWARDS

6.15.1.1. Filing of protest:

- a. Protests based upon alleged improprieties in a Solicitation that are apparent before the deadline for submission of Response to the Solicitation shall be filed before the deadline or within ten (10) Days after the protester knows or should have known of the basis of the protest, whichever is earlier.
- b. Protests are to be filed with the Director who will issue a written decision within 30 Days after the protest has been filed.
- c. In cases where the alleged improprieties are not apparent before the deadline for submission of Response to the Solicitation, protests shall be filed within ten (10) Days after the protester knows or should have known the basis of the protest, and no later than the Award of the Solicitation.
- d. In all cases not covered by sections A 1-3 of HS-705, the protest shall be filed within ten (10) Days after Contract Award.
- e. If the protester shows good cause why the above time requirements could not be met, the Director or designee may consider a protest not filed timely.
- f. Notice of the protesting action shall be given to the successful Contractor if the Award has been made or, if no Award has been made, to the recommended Respondent.

6.15.1.2. Decision:

- a. A written decision shall be made within thirty (30) days after the protest has been filed. The decision shall contain the basis for the decision.
- b. The time limit for decisions set forth herein may not be extended for more than forty-five (45) Days after the protest has been filed without consent of the protester. The protester shall be notified in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.
- c. The decision shall be furnished to the protester by certified mail, return receipt requested or by any other method that provides evidence of receipt.
- d. All protests shall be in writing and shall include the following:
 - e. The name, address and telephone number of the protestor;
 - f. The signature of the protestor or their representative;
 - g. Identification of the Solicitation or Contract number;
 - h. A detailed statement of the legal and/or factual grounds including copies of relevant documents; and
 - i. The form of remedy requested.

6.15.1.3. Remedies

- a. Appropriate remedies may include one or more of the following:
 - b. Terminate the Contract;
 - c. Reject and reissue the Solicitation;
 - d. Issue a new Solicitation;
 - e. Award a Contract consistent with this Code;
 - f. Decline to exercise an option to renew the Contract;
 - g. Amend the Solicitation; or

- h. Such other relief as is determined necessary

6.15.2. HS-706 CONTRACT DISPUTES

6.15.2.1. Except as may otherwise be provided for by law, or otherwise specifically agreed to by the contracting parties, any dispute not involving a question of law arising during Contract performance that is not resolved between the parties within a reasonable time shall be submitted to the following Maricopa County Special Health Care District's Contract disputes process:

- a. All Contract disputes shall be submitted in accordance with HS-705 C.
- b. Disputes must be filed with the Director within ten (10) Days from the date the Contractor knew or should have known the basis of the dispute.
- c. The Director shall respond in writing to the dispute within thirty (30) Days.

6.15.2.2. The dispute process shall not be employed when there is a grievance and/or appeal procedure established, including but not limited to, those applicable under Title XVIII and XIX under the Social Security Act.

6.16. **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.

6.17. **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.

6.18. 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.

6.19. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY

- 6.19.1. The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of Valleywise Health.
- 6.19.2. 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.
- 6.19.3. 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.

6.20. INDEMNIFICATION

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

of this Contract, or any other contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

- 6.20.2. 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.
- 6.20.3. 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.
- 6.20.4. The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

6.21. **INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS**

- 6.21.1. **Types of Coverage Required.** The insurance requirements herein are minimum requirements for contracts and in no way limit the indemnity covenants contained in this contract. Valleywise Health in no way warrants that the minimum limits stated in this section are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary.

On insurance policies where Valleywise Health is named as an additional insured, Valleywise Health shall be an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by Contracts.

The insurance limits specified herein are minimum requirements and shall not be construed in any way as a limitation of liability. In no event shall the amount of any limitation of liability under the contract restrict or reduce any applicable insurance limits available under Contractor's policy.

Contractor shall, at its expense, maintain in force the required insurance coverages and provisions with insurance companies duly authorized and licensed, having a Best's Rating of A- VIII or better. All required insurance coverages shall be evidenced on certificates of insurance prior to the start of the contract. Contractor is responsible for paying any

deductibles or self-insured retentions, and such deductibles and/or self-insured retentions shall be disclosed on the certificates of insurance.

Contractor must include all subcontractors (if any) as additional insureds under its policies or Contractor must ensure each subcontractor (if any) meets the same minimum limits and coverages as required by Valleywise Health of Contractor.

Any policy cancellation must be reported to Valleywise Health with not less than ten (10) days prior written notice from Contractor.

- 6.21.1.1. **Commercial General Liability.** For the duration of the contract, Contractor shall maintain insurance protecting Contractor against claims for bodily injury, death, personal injury, and damage to property which may arise from or in connection with this contract and naming Valleywise Health as Additional Insured. Contractor's policy shall provide a Waiver of Subrogation in favor of Valleywise Health. Contractor's policy shall be primary, with Valleywise Health's policies being non-contributory, in the event of a loss. Contractor's policy shall include a separation of insureds provision.

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis and it contains the required Additional Insured and Waiver of Subrogation wording.

\$1,000,000 each occurrence: Bodily Injury and Property Damage

\$1,000,000 each occurrence: Personal and Advertising Injury

\$1,000,000 each occurrence: Products/Completed Operations

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

\$1,000,000 Umbrella/Excess Liability

- 6.21.1.2. **Business Automobile Liability.** For the duration of the contract, Contractor shall maintain insurance protecting Contractor against claims for bodily injury and property damage arising out the ownership, use or maintenance of any auto, which includes all owned autos, hired and leased autos and non-owned autos and naming Valleywise Health as Additional Insured. Contractor's coverage shall include coverage for bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants

arising out of the collision, upset or overturn of an auto as a result of the maintenance or use of a covered auto. Contractor's policy shall provide a Waiver of Subrogation in favor of Valleywise Health.

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis and it contains the required Waiver of Subrogation wording.

\$1,000,000 Combined Single Limit per accident

- 6.21.1.3. **Workers' Compensation and Employer's Liability.** Contractor shall maintain workers' compensation coverage with statutory limits in all states where work is to be performed per the scope of the contract.

Contractor shall maintain the following minimum employer's liability coverages and limits:

\$1,000,000 per accident: Bodily Injury by Accident

\$1,000,000 each employee: Bodily Injury by Disease

\$1,000,000 policy limit: Bodily Injury by Disease

If any states are not covered, this must be disclosed on the certificate of insurance.

Contractor shall maintain stop gap liability coverage for monopolistic states with minimum limits of \$1,000,000.

- 6.21.1.4. **E&O Professional Liability Insurance Requirements.** Contractor shall maintain professional liability insurance, with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate covering the negligent acts, errors, or omissions of Contractor in connection with the performance of Contractor's services. An additional \$1,000,000 in Umbrella/Excess per claim is required. The retro date of the Contractor's policy shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance. The policy must be kept in force during the life of the contract and for 2 years (either as a policy in force or extended reporting period) after contract termination.

6.21.1.5. **Network Security and Privacy Liability (Cyber Insurance).** For the duration of the contract, Contractor shall maintain the following minimum network security and privacy liability insurance coverages and limits:

\$1,000,000 aggregate limit

\$1,000,000 Network Security and Privacy Liability

\$1,000,000 Cyber Extortion (*Only if Contractor being shut down by cyber extortion will negatively impact Valleywise Health's business*)

\$1,000,000 Data Breach Fund

Such insurance shall include, but not be limited to, coverage for all costs incurred to respond to the theft, loss, unauthorized disclosure, wrongful collection or access to information, and all damages resulting from such breach, including fines and penalties imposed.

Any retroactive date under the policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. The retroactive date shall be disclosed on the certificate of insurance.

Valleywise Health shall be named as an Additional Insured on the liability portion of Contractor's network security and privacy liability policy. Contractor's policy shall be primary, with Valleywise Health's policies being non-contributory, in the event of a loss.

Contractor's policy shall provide a Waiver of Subrogation in favor of Valleywise Health.

6.22. **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.

6.23. **USE OF VALLEYWISE HEALTH PROPERTY**

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

- 6.23.2. 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.

6.24. **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.

6.25. **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.

6.26. **PROHIBITION AGAINST LOBBYING**

- 6.26.1. Pursuant to P.L.101-121 (31 U.S.C.§1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or an executive agency, in connection with any federal grant, contract or loan.
- 6.26.2. 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.

6.27. **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.

6.28. CERTIFICATION OF COST AND PRICING DATA

- 6.28.1. The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which Valleywise Health finds that the price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete or not current as of the date of certification. The Contractor has a continuing duty to report to Valleywise Health that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.
- 6.28.2. 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.
- 6.28.3. 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:
- 6.28.3.1. Amend this Contract to give Valleywise Health the benefit of the price reduction.
- 6.28.3.2. Determine the amount, which Valleywise Health was overcharged, and submit a request for payment from the Contractor for that amount.
- 6.28.3.3. Take the necessary steps to collect any performance surety provided on the applicable contract.
- 6.28.3.4. Terminate this Contract, if it is currently in effect.

6.29. 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.

6.30. 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.

6.31. TERM OF THIS CONTRACT AND RIGHT TO EXTEND

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

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

6.32. 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 of the current contract term. Any requested increase must be justified by the Contractor in writing using verified market indices (such as the Consumer Price Index). 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.

6.33. ASSIGNMENTS

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

6.33.2. 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.

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

6.34. **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.

6.35. **SUBCONTRACTS**

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

6.35.2. 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.

6.35.3. 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.

6.35.4. 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.

6.35.5. Valleywise Health may require the termination of any subcontract or Subcontractor for the reasons set forth in Paragraph 37, Termination.

6.36. **AMENDMENTS**

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

- 6.36.2. 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.
- 6.36.3. 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.

6.37. TERMINATION

- 6.37.1. 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.
- 6.37.2. 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.
- 6.37.3. 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:
- 6.37.3.1. 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.
 - 6.37.3.2. Professional misconduct as determined by Valleywise Health Medical Staff in accordance with the Valleywise Health Medical Staff Bylaws or Rules and Regulations.
 - 6.37.3.3. Continual neglect of duty or violation of Valleywise Health's Policies or Valleywise Health's Medical Staff Bylaws or Rules and Regulations.
 - 6.37.3.4. Inability to discharge the duties and responsibility under this Contract for a continual period of 14 calendar days or more.

6.37.4. Immediate Termination

6.37.4.1. Valleywise Health may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, Valleywise Health employee or Valleywise Health Contracted employee is jeopardized by the activities or inactivities of Contractor.

6.37.4.2. 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.

6.37.5. 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.

6.37.6. 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.

6.37.7. If this Contract is terminated on the basis of Sections 6.38.1, 6.38.2, or 6.38.4, the provisions of Paragraph 16, Disputes, do not apply.

6.38. **DEFAULT**

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

time frame or in the contractually prescribed manner.

6.39. **AVAILABILITY OF FUNDS**

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

6.40. **CONTRACTOR'S CONDUCT**

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

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

6.41.1. Notice is given that pursuant to A.R.S. § 38-511 that 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.

6.41.2. 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.

6.42. **WORK PRODUCT**

All reports, drawings and other work products in any medium produced by Contractor as a part of the Services rendered under this Contract ("Work Product") shall be provided to and be the sole property of Valleywise. Contractor shall not release this work product or other information obtained or produced pursuant to this Contract without the prior written consent of Valleywise.

6.43. **PRE-EXISTING MATERIALS**

If, in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Contractor or in which Contractor has an interest: (i) Contractor shall inform Valleywise Health, in writing before incorporating such invention,

improvement, development, concept, discovery or other proprietary information into any Work Product; and (ii) Contractor hereby grants Valleywise Health, under all of Contractor rights therein, a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, prepare derivative works of, make, have made, sell and export such item as part of or in connection with such Work Product. Contractor shall not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Work Product without Valleywise Health's prior written permission.

6.44. **DATA USE, OWNERSHIP, AND PRIVACY**

As between the parties, Valleywise Health will own, or retain all of its rights in, all data and information provided to Contractor, as well as all data and information managed by Contractor on behalf of Valleywise Health, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Contract, even if generated by Contractor, as well as all data obtained or extracted through Valleywise Health's or Contractor's use of such data or information (collectively, Valleywise Health Data). Valleywise Health Data also includes all data and information provided directly to Contractor by Valleywise Health and includes personal data, metadata, and user content. Valleywise Health Data will be Valleywise Health's Intellectual Property and Contractor will treat it as Valleywise Health Confidential Information (as defined below). Contractor will not use, access, disclose, or license, or provide to third parties, any Valleywise Health Data, except: (i) to fulfill Contractor's obligations to Valleywise Health hereunder; or (ii) as authorized in writing by Valleywise Health. Without limitation, Contractor will not use any Valleywise Health Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, Valleywise Health's prior written consent. Contractor will not, directly or indirectly: (x) attempt to identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For Valleywise Health Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, and location information. Upon request by Valleywise Health, Contractor will deliver, destroy, and/or make available to Valleywise Health, any or all Valleywise Health Data. Notwithstanding the foregoing, if the Contract allows Contractor to provide aggregated and de-identified data to third parties, then Contractor may provide such data solely to the extent allowed in the Contract, and, unless otherwise stated herein, only if such data is aggregated with similar data of others (i.e. is not identified as Valleywise Health or Arizona specific).

6.45. **GRAMM-LEACH-BLILEY ACT ("GLBA")**

If Contractor is engaged as a "Service Provider" under GLBA, then Contractor agrees to protect customer financial information in accordance with the GLBA.

6.46. **CONTRACTOR IDENTIFICATION**

Contractor vehicles and personnel will be clearly identifiable when performing Services on Valleywise Health premises. Contractor's employees shall always be in uniform with visible company identification and Contractor's vehicles, if any, must be clearly identified with company name, phone number and or logo and with any applicable state license numbers.

6.47. **EXPORT CONTROLS**

If any of goods provided under the Services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Contractor will provide Valleywise Health with written notification that identifies the export-controlled goods and such goods export classification. None of the work undertaken pursuant to the Contract will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.

6.48. **VENDOR REGISTRATION FOR ACCESS TO THE PATIENT CARE ENVIRONMENT**

- A. **Vendor Registration**: If Contractor provides healthcare supply or service operations that require physical access within or adjacent to patient care environments, Contractor is required to register and complete credentialing through Green Security at greensecurityllc.com. To initiate this process, Contractor must access the website and select the "Log In" option to create an account. Contractor shall ensure that all personnel requiring physical facility access successfully complete all background checks, immunizations, and specialized medical training corresponding to their assigned access level prior to onsite entry. Professional service providers, such as consulting firms or advisors, are exempt from registration through Green Security, provided their services are limited strictly to administrative environments.
- B. **Fees and Access Levels**. Contractor shall assume sole responsibility for all annual registration fees payable directly to Green Security. Fees are determined by Green Security according to the Contractor's designated risk profile and facility access level, defined as follows:
 1. **Non-Clinical Service Reps (Level 2A)**: This level applies to personnel who do not access patient care areas, participate in patient care, provide technical assistance, operate equipment, or consult with patient care staff or clinicians (e.g., temporary service workers, service delivery personnel, and equipment installers).
 2. **Non-Clinical Vendors (Level 2B)**: This level applies to vendors who provide products and services but are not present when care is administered. Personnel are restricted to non-surgical and non-invasive areas to prescribe information, give operating instructions, or review charts, and they shall not operate equipment or attend procedures with patients (e.g., pharmaceutical representatives, hospital consultants, laboratory vendors, and vendors focused on case management, nursing services, home health care, or durable

medical equipment).

3. Clinical Vendors/Contractors (Level 3): This level applies to personnel serving in clinical support roles who operate equipment, provide technical support, demonstrate proper product assembly, use, or care, or attend procedures with patients. This level is strictly required for personnel entering surgery or invasive areas, handling patient-sensitive materials, or acting as pharmaceutical vendors who must enter patient care areas (e.g., medical device sales representatives, biomaterials sales representatives, and capital equipment sales representatives).

6.49. **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.
- C. Contract personnel who perform services exclusively in a remote capacity are not required to meet the Valleywise Health immunization or respiratory fit testing requirements above. If a remote contractor is required to report in person to a Valleywise Health facility at any time, all applicable immunization and health screening requirements must be satisfied prior to on-site access.

6.50. **EMPLOYEES REQUIREMENTS**

Contractor employees assigned to Valleywise Health must:

- A. Pass Valleywise Health required background check and pre-employment screening (Valleywise Health will provide detail of requirements)

- B. Perform initial and thereafter monthly OIG/EPLS checks on all personnel assigned to Valleywise Health for exclusions from federal programs
- C. Meet specific qualification as required by the position
- D. Follow employee rules, dress code as stated in Valleywise Health employee policies and specific department policies
- E. Not smoke on Valleywise Health premises as Valleywise Health is a tobacco free campus
- F. Complete Valleywise Health employee orientation (3-5 business days depending on position) prior to reporting to department for assignment if applicable
- G. Contractor employees may work at one of the Valleywise Health locations or remotely

6.51. **ARIZONA PUBLIC RECORDS LAWS**

Valleywise Health, as a political subdivision of the State of Arizona, is subject to A.R.S. §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

6.52. **NO BOYCOTT OF GOODS OR SERVICES FROM ISRAEL**

To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

6.53. **NO FORCED LABOR OF ETHNIC UYGHURS**

Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

6.54. **E-VERIFY REQUIREMENTS**

To the extent applicable under A.R.S. § 41- 4401, Supplier and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Supplier's or its subcontractors failure to comply with such warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the District.

6.55. **FORCE MAJEURE**

Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent ("force majeure event"), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquake, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulations. The party impacted by the force majeure will take commercially practicable actions to mitigate the impact of the force majeure. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.

6.56. **SURVIVAL**

All provisions of the Agreement that anticipate performance after the termination of the Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.

ATTACHMENT A: AUTHORIZATION TO SUBMIT RESPONSE AND CERTIFICATIONS

By signing below, the Respondent hereby certifies that:

- They have read, understand, and agree that acceptance by Valleywise Health of the Respondent's offer by the issuance of a purchase order or contract will create a binding contract;
- Agree to fully comply with all terms and conditions as set forth in this ROQ, 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 Response certifies that he/she is the person in the Respondent's organization responsible for, or authorized to make, decisions regarding the prices quoted.
- The Respondent is a corporation or other legal entity.
- No attempt has been made or will be made by the Respondent to induce any other firm or person to submit or not to submit a Response in regard to this ROQ.

By signing below, you are confirming that all Addenda to this ROQ issued by Valleywise Health, if applicable, have been received by the person/organization below, and all Addenda are signed and returned with the Response.

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 (As applicable)

(Check appropriate item):

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

ATTACHMENT B: STATEMENT OF QUALIFICATIONS

Instructions: Respondents must complete both Part A and Part B below.

Part A: Mandatory Minimum Qualifications

The following questions are baseline criteria. If a respondent checks "No" to any question, or fails to select a response, the proposal will be deemed non-responsive, and eliminated from further consideration.

1. Does your organization attest that it has a minimum of five (5) consecutive years providing professional government relations and legislative lobbying services?
☐ Yes ☐ No
2. Is your organization currently registered as a principal and/or lobbying firm with the Arizona Secretary of State's Office in compliance with A.R.S. § 41-1232?
☐ Yes ☐ No If yes, please provide your System ID Number: _____

Part B: Experience and Qualifications

Provide a complete written response to each question below. Your responses must follow immediately behind this page and be labeled "Attachment B" at the top of the page. Do not alter the numbering or phrasing of the questions and ensure that each written answer is clearly labeled with its corresponding question number.

1. What specific experience do you have in representing local governments or public entities?
2. What is your current knowledge and understanding of general issues of concern to Valleywise Health?
3. What specific experience, capabilities, and subject matter expertise do you possess regarding Health Care issues?
4. Describe your firm's experience and capability in managing federal-level advocacy issues, including maintaining professional relationships with congressional delegation offices and monitoring federal regulatory matters.
5. Describe your experience managing high-impact or complex legislative issues. Highlight two or three major legislative accomplishments you were directly responsible for within the last five (5) years, detailing the specific actions you took to succeed.
6. Describe the primary political or legislative obstacles encountered during the major accomplishments noted above and detail the specific strategies you employed to overcome them.
7. Describe your methodology for assisting Valleywise Health in developing successful legislative or other strategies needed to achieve passage of major initiatives.
8. Identify the primary staff who will be directly responsible for managing and administering the Contract.
9. Provide the names and background information (such as professional biographies or resumes) of any supporting firm members who will also be responsible for performing the services requested.
10. Provide a representative list of your firm's current or recent clientele.

ATTACHMENT C: PROFESSIONAL REFERENCES

Enter the information requested below for at least two (2) professional references. These references should be current or recent clients for whom the Respondent has provided Lobbying Services similar to those solicited under this ROQ:

REFERENCE

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Contact Person Email Address: _____

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

Description for Reference:

ATTACHMENT D: CONFLICT OF INTEREST DISCLOSURE FORM

A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the Respondent(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Disclosure Form indicates whether the Respondent(s) has an interest in, or acts as an officer or a director of, any outside entity whose financial interests could reasonably appear to be affected by the addition of the nominated condition to the evaluation panel.

The Respondent(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant statutory and policy established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from offering a proposal for evaluation. Exceptions to this requirement involve vendors already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts.

Date: _____
 Name: _____
 Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest.

☐ I have no conflict of interest to report.

☐ I have the following conflict of interest to report. Please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

ATTACHMENT E: PRICING

The document is to be used by the Respondent to specify proposed rates for Lobbying Services.

Company Contact: _____

Tax ID#: _____

Company Address: _____

Company Phone #: _____

Company Web Site: _____

E-mail Address: _____

Monthly Retainer Fee:

The Respondent must provide a single, all-inclusive monthly retainer fee in Table 1 below. This fee must encompass all lobbying services detailed in Section 3.0, Work Statement.

Table 1: All-Inclusive Monthly Retainer Fee

Description	Units of Measure	# of Units (Annual)	Unit Price (Monthly Retainer)	Extended Total (Annual Cost)
Professional Lobbying Services, <i>including all lobbying services detailed in Section 3.0, Work Statement</i>	Monthly	12	\$	\$

Note: The monthly retainer fee above must be fully burdened and all-inclusive. It must cover all routine operational expenses, including local travel, mileage to the state capitol, parking, telephone charges, data tracking software, administrative support, and overhead. No separate billing for these items will be accepted.

Non-routine Travel and Pass-Through Expense: Any extraordinary, non-routine travel or out-of-pocket pass-through expenses requested or required by Valleywise Health (such as long-distance out-of-state travel) must receive formal written authorization from Valleywise Health prior to being incurred. Approved pass-through expenses will be reimbursed at actual cost only, with no administrative markup, handling fees, or profit multipliers allowed. Lodging, meals, and incidental expenses shall not exceed the maximum rates established by the State of Arizona travel guidelines in effect at the time of travel. The Contractor must submit itemized, legible receipts with their monthly invoice to receive reimbursement. Entertainment, alcohol, or lobbying-related hospitality expenses (such as meals, gifts, or events for public officials) are strictly non-reimbursable.

ATTACHMENT E: PRICING (CONTINUED)

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

Yes ☐

No ☐

Comments: _____

I hereby certify that I the rates will remain unchanged for the initial contract period.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date _____

ATTACHMENT F: RESPONSE TO WORK STATEMENT REQUIREMENTS

The Respondent must explain how they will meet all the requirements of the Work Statement. The Respondent shall insert appropriate text to indicate specifically how it will satisfy each requirement. The Respondent should use as much detail as necessary to clearly convey how they will ensure provision of these services. Respondents should not simply restate the requirements but describe how each task will be accomplished. All responses must directly align with and address the specific objectives and tasks detailed in Work Statement, Section 3.0.

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).

Instructions: The narrative response must follow behind this page and be labeled "Attachment F" at the top of the page. The Respondent's narrative must clearly detail the operational plan for State, county, and local lobbying services (see Work Statement, Section 3.4), as well as the firm's professional capability and readiness to provide secondary federal support if requested (see Work Statement, Section 3.5)

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

Respondents must use this section to state any exceptions to the ROQ requirements and/or any requested language changes to the Valleywise Health Standard Contract Provisions.

Instructions:

If the Respondent elects to request exceptions, do not write your exceptions directly on this sheet. You must complete **Attachment G-1: Exception Matrix Form** (available for download on the Valleywise Health solicitation website). For every exception noted, you must provide proposed alternate language within that document.

Failure to provide proposed alternate language, or making generic statements such as "to be negotiated," will result in the exception being rejected and the original Valleywise Health terms standing as written.

Please sign, date, and include this instruction sheet (Attachment G) along with your completed Attachment G-1 (if exceptions are requested) in your final response.

I have read Valleywise Health' Contract Provisions and certify the following:

- ☐ I accept them as written (***No Attachment G-1 required.***)
- ☐ I have stated my exceptions and have included the completed Attachment G-1 in this response.

Printed Name of Authorized Individual

Name of Submitting Organization

Signature of Authorized Individual

Date

ATTACHMENT G: EXCEPTIONS TO ROQ REQUIREMENTS AND/OR CONTRACT PROVISIONS (CONTINUED)

If needed, **Attachment G-1: Exception Matrix Form** is available for download on the official Valleywise Health solicitation webpage: <https://valleywisehealth.org/about/procurement/open-solicitations/>.

NOTE: If no exceptions are requested, the completion and submission of Attachment G-1 is **not** required.

ATTACHMENT H: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Since Valleywise Health is subject to Arizona's Public Records Act, Title 39 Chapter 1 of the Arizona Revised Statutes, Respondent is advised that any documents it provides to Valleywise Health in response to a solicitation will be available to the public if a proper Public Records Request is made, except that Valleywise Health is not required to disclose or make available any record or other matter that reveals proprietary information provided to Valleywise Health by a Respondent 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 RESPONDENT DEEMS TO BE PROPRIETARY AND/OR CONFIDENTIAL MUST BE CLEARLY IDENTIFIED AS SUCH IN THE RESPONSE ALONG WITH JUSTIFICATION FOR ITS PROPRIETARY AND/OR CONFIDENTIAL STATUS.¹

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

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

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

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

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

ATTACHMENT H: PROPRIETARY AND/OR CONFIDENTIAL INFORMATION (CONTINUED)**Instructions:**

Labeling an entire proposal, entire sections, or large page ranges as "Confidential" or "Proprietary" is fundamentally non-compliant. Respondents must strictly isolate only the specific sections, paragraphs, exhibits, or data fields that are explicitly exempt from disclosure under Arizona's Public Records Law (A.R.S. § 39-121 et seq.) and/or the Arizona Uniform Trade Secrets Act (A.R.S. § 44-401 et seq.).

If requesting proprietary/confidential status, complete Table H-1 below. If additional space is needed, you may add supplemental pages. These pages must follow immediately behind this page and be clearly labeled "Attachment H" at the top of each page. Please sign and include this statement with your response.

Table H-1. Proprietary and Confidential Information Matrix

Documents or Information (Section, Paragraph, Exhibit)	Page No(s).	Detailed Explanation of Specific Harm if Disclosed Under Arizona Public Records Law (See A.R.S. § 39-121 et seq. or A.R.S. § 44-401 et seq)

I hereby certify that the Respondent acknowledges acceptance of the terms above and that the Respondent has:

- ☐ Determined that no documents or information contained within this response are proprietary and/or confidential in nature. (*No Table H-1 required.*)
- ☐ Clearly identified specific documents or information that are deemed to be proprietary and/or confidential and have justified the reason for the proprietary status in Table H-1 above.

 Printed Name of Authorized Individual

 Name of Submitting Organization

 Signature of Authorized Individual

 Date

ATTACHMENT I: CONTRACTOR EMPLOYMENT RECORD VERIFICATION REQUIREMENT

The following is provided for informational purposes only related to this solicitation. Respondents 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 RESPONSE.

**Valleywise Health, Employee Verification Worksheet
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.

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

Valleywise Health
Contracts Management
2619 E. Pierce St.,
Phoenix, AZ 85008

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

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

Contract Number:		
Name (as listed in the contract):		
Address:		
City:	State:	Zip:

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:

Valleywise Health, Employee Verification Worksheet
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.

Contractor Name: _____

Authorized Signature

Date

(Please copy and complete as necessary)

Employee Name – Please Print	Employee Name – Please Print

ATTACHMENT J: RESPONDENT CHECKLIST

Required Documents	Included in Offer "X"
Mandatory Offer and Acceptance (SIGNED)	
Attachment A: Authorization to Submit Response and Certifications (SIGNED)	
Attachment B: Statement of Qualifications	
Attachment C: Professional References (2 Total)	
Attachment D: Conflict of Interest Disclosure Form (SIGNED)	
Attachment E: Pricing (SIGNED)	
Attachment F: Response to Work Statement Requirements	
Attachment G: Exceptions to ROQ Requirements and/or Contract Provisions (SIGNED)	
Attachment G-1: Exceptions Matrix Form (Required only if exceptions are taken)	
Attachment H: Proprietary and/or Confidential Information (SIGNED)	
Attachment J: Respondent Checklist	
Signed Addenda Cover Page(s) (If Applicable/ SIGNED)	
Supporting Documents, including current license to practice in the State of Arizona (if applicable), proof of active registration with Arizona Secretary of State's office, resume(s)	