MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
VALLEYWISE HEALTH

REQUEST FOR PROPOSALS

INSURANCE BROKER/CONSULTANT SERVICES

90-27-017-RFP

DATE OF ISSUE:	OCTOBER 28, 2026
DEADLINE FOR INQUIRIES:	NOVEMBER 10, 2026, 11:00 AM, PHOENIX, AZ TIME
DATE & TIME PROPOSALS DUE:	NOVEMBER 25, 2026, 11:00 AM, PHOENIX, AZ TIME

CONTRACTS MANAGEMENT DEPARTMENT

MANDATORY OFFER AND ACCEPTANCE

Request for Proposal No:	90-27-017-RFP	Due Date:	November 25, 2026
Material and/or Services:	Insurance Broker/Consultant Services	Time:	11:00 AM Phoenix, AZ Time
Procurement Officer:	Lei Ronda Golden-Grady	Email:	leironda.golden-grady@valleywisehealth.org
Location/Address:	Valleywise Health 2601 E. Roosevelt Street, 1st Floor, Phoenix, AZ 85008		

VENDOR OFFER

By signing below, the Proposer hereby certifies that:

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

The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding the prices quoted. The Proposer is a corporation or other legal entity. No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

The price and terms and conditions in this Proposal 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:	90-27-017-
Name:		Contract Term:	
Title:		Effective Date:	
Date:		Expiration Date:	

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SOLICITATION
90-27-017-RFP

INSURANCE BROKER/CONSULTANT SERVICES

Maricopa County Special Health Care District dba Valleywise Health hereby solicits sealed proposals from qualified Proposers to provide Insurance Broker/Consultant Services.

Written questions concerning this Request for Proposal (RFP) package should be emailed to Lei Ronda Golden-Grady no later than November 10, 2026, 11:00 AM Phoenix, Arizona Time. Questions may be submitted to Lei Ronda Golden-Grady via e-mail at leironda.golden-grady@valleywisehealth.org with the subject line reading Solicitation #: 90-27-017-RFP QUESTIONS-<Your Company Name>. No oral communication is binding on Valleywise Health. Answers to the written questions submitted by Proposers concerning the RFP will be provided in the form of an Addendum via the Valleywise Health solicitation website. ***It is the responsibility of all potential Proposers to check the Valleywise Health*** solicitation ***website for any Amendment to the RFP and to ensure signed Amendments are included in their response to the Solicitation.*** The Valleywise Health solicitation website is located at https://valleywisehealth.org/about/procurement/open-solicitations.

Completed proposals are to be submitted via email to Lei Ronda Golden-Grady at leironda.golden-grady@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 i.e. Solicitation # 90-27-017 - RFP Response <Your company Name> Mail 1 of 3 etc. All proposals must be received no later than November 25, 2026, 11:00 AZ Time. It is strongly suggested that email proposals are sent in plenty of time prior to the deadline date/time to account for any unforeseen issues. **Proposers assume all risks associated with submitting their offer.**

Direct contact with any Valleywise Health personnel associated with this procurement other than the Procurement Office, (Lei Ronda Golden-Grady), 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 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 proposals. Valleywise Health reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. Valleywise Health reserves the right to award more than one contract based upon the Proposal(s) most advantageous to Valleywise Health, price and other factors considered. The contract is scheduled for award for the initial term of five (5) years with the option to extend for an additional two (2) year period up to a maximum contract term of seven (7) 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 RFP is as follows*:

Notice of Solicitation Issued	**October 28, 2026**
Deadline for Written Questions	**November 10, 2026, 11:00 am AZT**
Proposal Submission Deadline	**November 25, 11:00 am AZT**
Valleywise Health Proposal Review and Shortlist Decision	**December 4, 2026**
Oral Presentations	**Week of December 7, 2026 (Tentative)**
Contract Negotiations Finalized	**If needed**
Award Decision	**December 14, 2026**
Contract Start Date	**January 1, 2027**

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

3.0 WORK STATEMENT

3.1. Scope of Insurance Related Services: The contract involves analysis, recommendation, marketing, negotiation, and placement of insurance. The successful bidder must assign a dedicated representative to collaborate with the Risk Management team.

3.2. Service Objectives and Tasks

Expected outcomes include but are not limited to:

- Conduct a thorough analysis of current and available insurance coverage including potential design changes, cost impacts, and alignment with growth and budget guidelines. This analysis should be delivered at least 120 days before policy renewal.
- Perform an industry-wide product review comparing current property and casualty insurance plans and costs with other available options.
- Prepare bid specifications, solicit proposals, evaluate bids based on administration, coverage, claims procedures, customer service, and financial soundness, and identify the most cost-effective package. This evaluation should be provided at least 30 days before policy renewal.
- Assist with implementation and communication of new or changed coverage, providing all documentation related to proposals to ensure compliance with procurement efforts.
- Represent the District in all insurer negotiations, including fees, coverage design, and special terms, while identifying negotiation strategies.
- Confirm that the broker is licensed in Arizona, operates independently without affiliations to insurance companies or third-party administrators, and disclose any contractual relationships relevant to the proposal.
- Provide annual reporting on in-force programs, market conditions, renewal forecasts, contract modifications, claims history, and strategic recommendations including innovative insurance or self-insurance plan designs.
- Meet quarterly with the Risk Management team to review claims experience, service, and administration.
- Conduct an annual visit to the home office of one insurer.
- Review vendor contracts for insurance and indemnification, maintaining evidence of insurance without involving third-party services.

CURRENT INSURANCE

Coverage	Carrier	Inception	Expiration
Aviation/Helipad	Ace	12/1/2024	12/1/2027
Commercial Auto	Sentry	12/1/2025	12/1/2026
Crime	Beazley	12/1/2025	12/1/2026
Cyber	Beazley	12/1/2025	12/1/2026
Workers' Compensation	Sentry	12/1/2025	12/1/2026
D&O/EPL/Employment Practices/Fiduciary	Beazley, RSUI, Berkley, RLI	12/1/2025	12/1/2026
HPL/GL & Excess	COPIC, Medpro, Arch, Cap Specialty, MedPro, Sompo	12/1/2025	12/1/2026
Pollution	Ironshore	12/1/2024	12/1/2027
Property	Travelers	7/1/2025	7/1/2026

3.3 Scope of Risk Management Related Services: The District seeks a firm to supplement its in-house risk management staff to enhance practices aimed at mitigating liability claims, employee injuries and property loss.

Proposers Must Include These Key Elements:

- Methods for educating employees on current risk management trends.
- Training and educational resources available for risk management staff.
- Expertise in assisting healthcare entities with property, casualty, and workers' compensation program design and loss control.
- Description of the firm's risk management services and biographical information of service personnel.
- Process for providing alternative insurance program recommendations.
- Development of risk management and insurance communication strategies, including tools and resources for effective client communication of program details and value.
- Capabilities in data provision, analysis, and benchmarking.
- Internal and external quality control and compliance programs.

4.0 EVALUATION CRITERIA AND PROCESS

4.1. Proposal Review Process

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

4.2. Proposal Evaluation:

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

4.2.1.1. Firm's Qualifications (Maximum 25 Points)
This will include a thorough and detailed review of the Proposer's submitted **Organizational Information (Attachment B).**

4.2.1.2. Quality of Professional References (Attachment C) (Maximum 10 Points)
This will include a thorough and detailed review of the Proposer's submitted **Professional References (Attachment C)**.

4.2.1.3. Pricing (Maximum 30 Points)
This will include a thorough and detailed review of the Proposer's submitted **Pricing (Attachment E)**. Although price will be a factor in proposal evaluation, Valleywise Health reserves the right to accept a proposal other than the lowest priced proposal.

4.2.1.4. Response to RFP Requirements (Maximum 25 Points)
This will include a thorough and detailed review of the Proposer's submitted **Response to Work Statement Requirements (Attachment F)**. This includes a review of the specifications, quality, completeness, accuracy, and level of detail of the Proposal and that the Proposer demonstrates and understands the concepts and requirements of the RFP. Clarity of expression, succinctness of response will also be evaluated.

4.2.1.5. Compliance with RFP Requirements and Contract Provisions (Maximum 10 points)
This will be reviewed and scored based on the Proposer's submitted **Exceptions to the RFP Requirements and Contract Provisions (Attachment G).** Proposals that

accept the RFP Requirements and Contract Provisions as is will receive the maximum points allotted for this criterion during proposal evaluation. Proposals that reject and state exceptions to the RFP Requirements and Contract Provisions will receive no points.

4.3. Shortlisted Proposer Evaluation (If necessary)

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

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

4.3.2.1. Finalist Proposer Team Interview (Maximum 40 Points)

Valleywise Health may provide interview questions in advance to Proposers. The Valleywise Health Evaluation Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Valleywise Health staff. Valleywise Health may also ask Proposers to submit written responses to some questions in advance of the interviews.

4.3.2.2. Strategic Fit (Maximum 60 Points)

Valleywise Health will evaluate proposed solutions based on overall best fit with Valleywise Health business goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFP, as well as compliance with contract terms and conditions and any and all additional findings from the Valleywise Health due diligence process. The Valleywise Health due diligence may include client references, site visits, and independent evaluations and rankings for the Proposer from industry references including, but not limited to Gartner Group, KLAS, and MD Buyline.

4.4. Competitive Negotiation

4.4.1. Valleywise Health retains the right to negotiate the final contract terms and conditions, to be presented to the Maricopa County Special Health Care District Board of Directors for

approval, with one or more of the apparent most responsive proposers as solely determined by Valleywise Health.

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

4.5. Best and Final Offer

Valleywise Health may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to Valleywise Health to conduct further discussions or change the Valleywise Health requirements. The request for a BAFO shall inform Proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

4.6. Award of Contract

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

5.0 INSTRUCTIONS TO PROPOSERS

5.1. General Directions

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

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

5.1.3. All responses and accompanying documentation will become the property of Valleywise Health at the time proposals are opened. Proposers whose proposals 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 proposals must follow the same format. Proposals 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 Proposal and Required Certifications (Attachment A)
5.2.1.4. Organizational Information (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 RFP Requirements and/or Contract Provisions (Attachment G)
5.2.1.10. Proprietary and/or Confidential Information (Attachment H)
5.2.1.11. Signed Business Associate Agreement (Attachment J)
5.2.1.12. Signed Addenda to this RFP

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 Proposal and Required 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. Organizational Information (Attachment B)

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

5.6. Professional References (Attachment C)

Proposers must use the format provided in Attachment C for Professional References. Proposers are to supply references from at least two (2) companies or organizations for which they provide similar services.

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 Proposer to specify their proposed rates for Insurance Broker Services. By completing the Proposer's pricing, the Proposer is submitting its firm offer.

5.9. Response to Work Statement Requirements (Attachment F)

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

5.10. Exceptions to the RFP Requirements and/or Contract Provisions (Attachment G)

Attachment G must be verified and signed by a person authorized to make a binding offer for their organization. The Proposer shall clearly identify any exceptions to the RRP 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 RFP. **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 proposer must be clearly identified as such.** If an entire offer is submitted as confidential it may be disqualified. The Proposer shall submit justification for any information designated as proprietary and/or confidential in nature. Final determinations of nondisclosure, however, rest with the Procurement Officer. The Proposer 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 Proposer.

5.12. E-Verification (Attachment I)

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

IT IS NOT NECESSARY TO INCLUDE ATTACHMENT I WITH YOUR PROPOSAL.

5.13. Business Associate Agreement (Attachment J)

Attachment J must be completed and signed by the organization's authorized signer. The executed document must be included in the submission. The “For Release of Information to Third Parties” form, located on the last page of Attachment J, does not require a signature upon proposal submission; it is a template provided for the applicant to utilize with third parties as needed.

5.14. Signed Addenda

It is the Proposer’s obligation to assure that they have received and reviewed all Addenda issued. Proposers must include a signed copy of each Addenda cover page issued in relation to this RFP

within their Proposal. Proposers who fail to submit all signed Addenda may be deemed non-responsive and may be rejected. Addenda returned to Valleywise Health separately from the Proposal will not be accepted. Any Addenda to this solicitation will be posted on the Valleywise Health Procurement Web Site under the Solicitation number.

5.15. Proposer's Inquiries

All Questions related to the content and requirements of this solicitation may be submitted to Lei Ronda Golden-Grady via e-mail at leironda.golden-grady@valleywisehealth.org. For a question to be considered, the subject line of any email must state the following: **RFP No. 90-27-017-RFP Questions.** Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Direct contact with any Valleywise Health personnel associates with this procurement other than the Procurement Officer (Lei Ronda Golden-Grady), is not allowed beginning with the issuance of this document through contract award. Failure to comply with this requirement can and will cause disqualification. Exceptions to this requirement involves firms already performing services for Valleywise Health, allowing for discussions necessary for completion of services under existing contracts. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Valleywise Health. Questions will be accepted up until **November 10, 2026, 11:00 AM Phoenix, Arizona Time.**

5.16. Submission of Proposal

Proposals 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 Lei Ronda Golden-Grady at leironda.golden-grady@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 # 90-27-017-RFP Response <Your company Name> Mail 1 of 3". All proposals must be received no later than **November 25, 2026, 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. **Proposers 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.*

5.17. Withdrawal of Proposals; Late Proposals

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

5.18. Proposal Opening

Proposals will be opened publicly 15 minutes after the Proposal due date and time. The name of each proposer will be read aloud and recorded, but no other information contained in the Proposals will be disclosed. Proposals will not be available for public inspection until after Contract Award.

5.19. Rights of Valleywise Health

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

6.0 VALLEYWISE HEALTH STANDARD CONTRACT PROVISIONS

6.1. **Proposers are cautioned to thoroughly understand and comply with all matters covered under the Provisions/Terms and Conditions Section of this RFP. 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 RFP are intended to be incorporated into that agreement. Proposals 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), the Valleywise Health Urgent Care Clinic and any other health care related facility owned or operated by Valleywise Health. Valleywise Health is synonymous with the Maricopa County Special Health Care District.

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. APPLICABLE LAW; VENUE

This Contract shall be governed by the laws of the State of Arizona and a suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

6.4. LAWS, RULES AND REGULATIONS

6.4.1. 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

6.4.2. 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.

6.4.3. 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.

6.4.4. Deficit Reduction Act: 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 "False Claims Act" and "Code of Conduct and Ethics" policies are incorporated into this Contract by reference and available to Contractor via the Valleywise Health website: https://valleywisehealth.org/legal/privacy-policy/. Contractor signifies receipt of the documents and agrees to comply with the requirements stipulated by federal law and Valleywise Health policy

6.4.5. 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.

6.5. **DEBARMENT, SUSPENSION, U.S, GOVERNMENT RESTRICTED PARTY LISTS**

Contractor warrants that it is not, and its subcontractors are not, on the U.S. government's Denied Persons List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, the OIG's List of Excluded Individuals/Entities (LEIE), or exclusion records maintained in the U.S. General Services Administration System for Award Management (SAM),

and neither the Contractor nor any subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal or state contracts or participation in federal or state assistance programs or activities. Contractor shall promptly notify Valleywise Health in writing if, at any time during the term of this Agreement, any such exclusion, debarment, suspension or ineligibly occurs or becomes threatened.

6.6. **FEDERAL IMMIGRATION AND NATIONALITY ACT**

Contractor warrants compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. Valleywise Health shall retain the right to perform random audits of Contractor and subcontractor(s) records or to inspect papers of any employee thereof to ensure compliance. Should Valleywise Health determine that the Contractor or any subcontractors be found noncompliant, Valleywise Health may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension or debarment of the Contractor.

6.7. **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.

6.8. **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 its 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.

6.9. **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.

6.10. **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.

6.11. **SUPPLY AND OWNERSHIP OF INFORMATION**

6.11.1. 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.

6.11.2. 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.

6.12. **LICENSES AND PERMITS**

6.12.1. 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.

6.12.2. 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.

6.13. **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.

6.14. **RETENTION AND ADEQUACY OF RECORDS**

The Contractor agrees to retain all financial books, records, and other documents pertaining to this Contract for at least six (6) years after final payment or until six (6) 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.

6.15. **CONTRACT COMPLIANCE MONITORING**

6.15.1. 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.

6.15.2. 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.

6.15.3. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.

6.15.4. Valleywise Health may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

6.16. **AUDIT AND AUDIT DISALLOWANCE**

6.16.1. 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.

6.16.2. If at any time it is determined by Valleywise Health that a service or commodity for which payment has been made is disallowed, Valleywise Health shall notify the Contractor in writing with the required course of action. It is at Valleywise Health's 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.

6.16.3. Contractor, upon written notice, shall reimburse Valleywise Health for any payments made under this Contract which are disallowed by a state and/ or federal audit in the amount of the disallowance.

6.17. **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 where Valleywise Health is obligated to recoup under state and/or federal laws.

6.18. **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:

6.18.1. HS-705 PROTEST OF CONTRACT AWARDS

6.18.1.1. 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.

6.18.1.2. 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 or 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.

6.18.1.3. 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

6.18.2. HS-706 CONTRACT DISPUTES

6.18.2.1. 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.

6.18.2.2. 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.

6.19. **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 state and federal laws, rules, and regulations, including the Americans with Disabilities Act of 1990.

6.20. **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.

6.21. **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.

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

6.22.1. 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.

6.22.2. 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.

6.22.3. 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.

6.23. **INDEMNIFICATION**

6.23.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Valleywise, its directors, officers, agents, and employees ("Indemnitees") from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees and costs of claim processing, investigation and litigation) arising out of or resulting from any breach or default hereunder, bodily injury or personal injury (including sickness or death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

6.23.2. 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.

6.23.3. 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.

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

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

6.24.1. 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.

6.24.2. On insurance policies where Valleywise Health is named as an additional insured, Valleywise 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.

6.24.3. 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.

6.24.4. 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.

6.24.5. 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.

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

6.24.7. **Minimum Insurance Coverages**.

1. Commercial General Liability Insurance Requirements

a) 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.

b) 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.

i. $1,000,000 each occurrence: Bodily Injury and Property Damage
ii. $1,000,000 each occurrence: Personal and Advertising Injury
iii. $1,000,000 each occurrence: Products/Completed Operations
iv. $2,000,000 Products/Completed Operations Aggregate
v. $2,000,000 General Aggregate
vi. $1,000,000 Umbrella/Excess Liability

2. Business Auto Liability Insurance Requirements

a) 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.

b) 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.

i. $1,000,000 Combined Single Limit per accident

3. Workers' Compensation and Employer's Liability Insurance Requirements

a) For the duration of the contract, Contractor shall maintain workers' compensation coverage with statutory limits and minimum employer's liability coverages and limits of:

i. $1,000,000 per accident: Bodily Injury by Accident
ii. $1,000,000 each employee: Bodily Injury by Disease
iii. $1,000,000 policy limit: Bodily Injury by Disease

b) Contractor shall maintain workers' compensation coverage with statutory limits in all states where work is to be performed per the scope of the contract.

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

i. $1,000,000 per accident: Bodily Injury by Accident
ii. $1,000,000 each employee: Bodily Injury by Disease
iii. $1,000,000 policy limit: Bodily Injury by Disease

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

4. E&O Professional Liability Insurance Requirements

a) 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.

5. Network Security and Privacy Liability Insurance Requirements (aka Cyber Insurance)

a) For the duration of the contract, Contractor shall maintain the following minimum network security and privacy liability insurance coverages and limits:

i. $1,000,000 aggregate limit
ii. $1,000,000 Network Security and Privacy Liability
iii. $1,000,000 Cyber Extortion
iv. $1,000,000 Data Breach Fund

b) 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.

c) 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.

6.25. **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.

6.26. **USE OF VALLEYWISE HEALTH PROPERTY**

6.26.1. 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.

6.26.2. 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.

6.27. **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.

6.28. **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.

6.29. **PROHIBITION AGAINST LOBBYING**

6.29.1. 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.

6.29.2. 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 federal, state, county, district or local governmental entity, with regard to any grant, contract, cooperative agreement, or loan.

6.30. **ANTI-KICKBACK COMPLIANCE**

The parties intend that this Agreement and all transactions, payments, benefits, referrals, purchases, leases, licenses, services, and other arrangements contemplated by or arising under this Agreement shall be structured, administered, and performed in compliance with all applicable federal and state fraud and abuse laws, including, as applicable, Section 1877 of the Social Security Act, 42 U.S.C. § 1395nn (the "Stark Law"), the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), and the regulations promulgated thereunder, as well as applicable state anti-kickback, self-referral, fee-splitting, and similar laws (collectively, the "Fraud and Abuse Laws").

6.31. **NO REFERRAL-BASED REMUNERATION**

Neither party shall, directly or indirectly, offer, pay, solicit, or receive any remuneration or other thing of value under this Agreement for the purpose of inducing or rewarding: (a) the referral of patients or business; (b) the ordering, recommending, arranging for, or furnishing of any item or service reimbursable, in whole or in part, by a Federal health care program (as defined in 42 U.S.C. § 1320(a)-7b(f)); (c) the purchasing, leasing, or ordering of any good, facility, service, or item from either party or any of its affiliates; or (d) the generation, retention, or increase of business reimbursable by a Federal health care program, except to the extent expressly permitted by an applicable statutory exception, regulatory exception, or safe harbor.

6.32. **FAIR MARKET VALUE AND COMMERCIAL REASONABLENESS.**

6.32.1. Unless otherwise expressly permitted by applicable law, compensation and other remuneration provided under this Agreement shall be commercially reasonable and shall

reflect fair market value for the items, services, space, equipment, or other property actually provided.

6.32.2. The parties shall not increase, decrease, condition, or otherwise modify compensation based on the volume or value of referrals or other business generated between the parties except where expressly permitted by applicable law. No payment shall be made for items, services, space, equipment, or other benefits that are not actually provided or furnished.

6.32.3. The parties acknowledge that fair market value, standing alone, does not establish compliance with the Anti-Kickback Statute and that all other applicable requirements of the Fraud and Abuse Laws must independently be satisfied.

6.33. **PURCHASES OF ITEMS, SUPPLIES, DEVICES, EQUIPMENT, AND OTHER GOODS**

6.33.1. All purchases, leases, rentals, licenses, consignments, warranties, rebates, discounts, credits, free or discounted goods, administrative fees, service arrangements, and other economic benefits involving medical devices, implants, pharmaceuticals, supplies, equipment, technology, or other healthcare-related goods shall be commercially reasonable and shall not be conditioned upon, or provided in exchange for, referrals or the generation of Federal health care program business.

6.33.2. Any discount, rebate, credit, free product, bundled pricing, administrative fee, or other price concession shall be appropriately documented and accounted for in accordance with applicable law and, where applicable, the requirements of an applicable Anti-Kickback Statute safe harbor or other statutory or regulatory protection.

6.34. **DISCLOSURE OF RELATIONSHIPS AND CHANGES**

6.34.1. Each party shall promptly disclose to the other party any material change in circumstances that it reasonably believes could cause an arrangement under this Agreement to cease satisfying an applicable exception, safe harbor, or other protection under the Fraud and Abuse Laws.

6.34.2. Without limiting the foregoing, a party shall promptly notify the other party if it becomes aware of a change in ownership, financial relationship, referral relationship, compensation methodology, scope of services, leased property, or other material circumstance that could affect compliance.

6.35. **NO OBLIGATION TO REFER**

Nothing in this Agreement shall require or be construed to require either party, any physician, or any other healthcare professional to refer a patient, order an item or service, recommend a particular provider, supplier, product, or facility, or otherwise make a healthcare decision based upon anything other than the patient's clinical needs, applicable professional judgment, and other legally permissible considerations

6.36. **PRECEDENCE OF LAW**

If any provision of this Agreement is determined or reasonably believed to be inconsistent with an applicable Fraud and Abuse Laws, the parties shall cooperate in good faith to revise the affected provision to the minimum extent necessary to achieve compliance while preserving, to the extent legally permissible, the parties' original business objectives. Nothing in this Agreement shall require either party to take any action that would violate applicable law.

6.37. **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.

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

6.38.1. 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.

6.38.2. 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.

6.38.3. 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:

6.38.3.1. Amend this Contract to give Valleywise Health the benefit of the price reduction.

6.38.3.2. Determine the amount, which Valleywise Health was overcharged, and submit a request for payment from the Contractor for that amount.

6.38.3.3. Take the necessary steps to collect any performance surety provided on the applicable contract.

6.38.3.4. Terminate this Contract, if it is currently in effect.

6.39. **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.

6.40. **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.

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

6.41.1. 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.

6.41.2. 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.

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

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

6.43. **ASSIGNMENTS AND DELEGATION**

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

6.43.2. No assignment or delegation shall alter the Contractor's legal responsibility to Valleywise Health to ensure 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 and delegations.

6.44. **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.

6.45. **SUBCONTRACTS**

6.45.1. 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 District 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 District actions caused the loss or damage.

6.45.2. Contractor agrees that it is liable and responsible for any act or omission by the Subcontractor, its employees, agents, officers and representatives, occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on Valleywise Health property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Subcontractor's performance of this Contract. Contractor shall bear the above stated liability for all consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by Valleywise Health to enforce this provision, even in absence of its own negligence, unless Valleywise Health actions caused the loss or damage.

6.45.3. Valleywise Health may require the termination of any subcontract or subcontractor for cause, or for any other reason allowing termination as set forth in the termination provisions of the overriding agreement.

6.46. **AMENDMENTS**

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

6.46.2. 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.

6.46.3. 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.

6.47. **TERMINATION**

6.47.1. 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.

6.47.2. 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.

6.47.3. 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:

6.47.3.1. 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.

6.47.3.2. Professional misconduct as determined by Valleywise Health Medical Staff in accordance with the Valleywise Health Medical Staff Bylaws or Rules and Regulations.

6.47.3.3. Continual neglect of duty or violation of Valleywise Health's Policies or Valleywise Health's Medical Staff Bylaws or Rules and Regulations.

6.47.3.4. Inability to discharge the duties and responsibility under this Contract for a continual period of 14 calendar days or more.

6.47.4. Immediate Termination

6.47.4.1. 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.

6.47.4.2. 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.

6.47.5. 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.

6.47.6. 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.

6.47.7. 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.

6.48. **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.

6.49. **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 President & CEO of Valleywise Health 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.

6.50. **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.

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

6.51.1. 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.

6.51.2. 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.

6.52. **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.

6.53. **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.

6.54. **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).

6.55. **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.

6.56. **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.

6.57. **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.

6.58. **PUBLIC RECORDS LAWS**

Contractor acknowledges that Valleywise Health is required to comply with Arizona Revised Statutes Title 39 (Arizona Public Records Statutes or Statutes). Under the Statutes, this Contract, and documents related to this Contract, which are in District's possession, or to which District has access, are presumed to be public and Valleywise Health may release these records to the public unless an exception described in the Statutes applies to a document.

6.59. **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 Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

6.60. **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.

6.61. **CONFLICT OF INTEREST**

Pursuant to the provisions of A.R.S. § 38-511, Valleywise Health may cancel the Contract without penalty or further obligations by Valleywise Health or any of its departments if any person significantly involved in initiating, negotiating, securing, drafting or creating a Contract on behalf of Valleywise Health or any of its departments is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract

6.62. **E-VERIFY REQUIREMENTS**

To the extent applicable under A.R.S. § 41- 4401, Contractor 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). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by Valleywise Health. Valleywise Health retains the right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure compliance with Contractor's or subcontractor's warranty pursuant to this section.

6.63. **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.

6.64. **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 PROPOSAL AND REQUIRED CERTIFICATIONS

The Proposer hereby certifies that:

- They have read, understand, and agree that acceptance by Valleywise Health of the Proposer's offer by the issuance of a purchase order or contract will create a binding contract;
- They agree to fully comply with all terms and conditions as set forth in the Valleywise Health Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement;
- The person signing the Proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding the prices quoted.
- The Proposer is a corporation or other legal entity.
- No attempt has been made or will be made by the Proposer to induce any other firm or person to submit or not to submit a Proposal in response to this RFP.

By signing below, you are confirming that all Addenda to this RFP 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: ORGANIZATIONAL INFORMATION

Instructions: The Proposer must submit responses to the questions below as a separate, comprehensive document placed immediately behind this page. This submission must be clearly labeled "Attachment B" at the top of the page. The Proposer must not alter the numbering or phrasing of the questions. Each response must begin with the corresponding question number and text typed exactly as stated below, followed immediately by the Proposer's answer.

1. Name of Proposer:_____

   dba:_____

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

   Individual's Name:_____

   Company Name:_____

   Address:_____

   City/State/Zip:_____

   Phone:_____ Fax:_____ Email address:_____

   Contact Person (if different from above):_____

3. Date business was established:_____

4. Ownership (e.g., public company, partnership, subsidiary):_____

5. Primary line of business:_____

6. Total number of employees:_____

7. Detail corporate experience within the last five years relevant to the proposed RFP, including specific details regarding the Proposer's experience.

8. Is your agency acting as the administrative agent for any other agency or organization? _____
   If yes, describe the relationship in both legal and functional aspects.

9. Detail the qualifications and professional background of all management, technical, and on-site staff who would be directly involved in providing the proposed services. Include copies of their current resumes.

10. Provide a copy of the current organizational chart indicating all personnel who would be involved in providing the proposed services.

11. Does the organization have any uncorrected audit exceptions? _____
    If yes, please explain.

12. Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? _____
    If yes, please explain.

13. Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, Financial Officers, major stockholders or those with controlling interest)?_____
    If yes, please explain:

14. Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS?_____
    If yes, please explain.

ATTACHMENT C: PORFESSIONAL REFERENCES

Instructions: Enter the information requested below for at least two (2) professional references. These references should be current or recent clients for whom the Proposer has provided services similar to those solicited under this RFP. Deferred, incomplete, or omitted references may result in the proposal being deemed non-responsive.

REFERENCE #

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Contact Person Phone Number: _____

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

Description for Reference:

ATTACHMENT D: CONFLICT OF INTEREST DISCLOSURE FORM

A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the proposers(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 proposers(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 Proposer to specify proposed rates for Insurance Broker Services.

It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing services depending upon the type and complexity of the services.

Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer.

All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Cost Sheet for purposes of accurate evaluation.

All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.

TASK	***DESCRIPTION***	***COST/PERCENT***
1.	**Total Compensation required for requested services on an annual fixed fee basis.**	**$**
2.	**Estimated yearly percentage increase.**	**%**
3.	**Hourly rate for future and/or additional services.**	$

_____

Authorized Signature Date

INVOICING

A. Contractor will provide separate invoices and emailed to: **AP@valleywisehealth.org**

B. Invoices must consist of the following information:

- Contractor's name
- Contract Number
- Purchase Order number (if applicable)
- Federal Tax ID number
- Date(s) of service
- Total charge
- Itemized listing of services (as presented in proposal and agreed to upon final negotiations)

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

Yes ☐ No ☐

Comments: _____

_____

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

I hereby certify that I acknowledge acceptance of the rates for the initial contract period of five (5) years:

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

Printed Name of Authorized Individual	**Name of Submitting Organization**
Signature of Authorized Individual	**Date**

ATTACHMENT F: RESPONSE TO WORK STATEMENT REQUIREMENTS

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

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

Instructions: The narrative response must follow behind this page and be labeled "Attachment F" at the top of the page. The narrative response must not exceed 20 pages in total (excluding this instruction cover page).

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

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

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

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

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

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

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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. Proposers 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 Proposer acknowledges acceptance of the terms above and that the Proposer 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. Proposers awarded a contract subsequent to this solicitation will be expected, upon request by Valleywise Health, to submit the forms in this ATTACHMENT I as a condition of the Contract.

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

Valleywise Health	**Valleywise Health, Employee Verification Worksheet** **ATTACHMENT I – Sample Use Only** 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
Purchasing Department
2601 E. Roosevelt Street, 1st FL Education Pavilion
Phoenix, AZ 85008

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

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

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:

Contractor Name

Signature

Printed Name

Title

Date

(Please copy and complete as necessary)

Employee Name – Please Print	**Employee Name – Please Print**

ATTACHMENT J: BUSINESS ASSOCIATE AGREEMENT

Maricopa County Special Health Care District
d.b.a. Valleywise Health
2611 East Pierce Street
Phoenix, AZ 85008-6092

Business Associate Agreement

This Business Associate Agreement ("BAA") sets out the responsibilities and obligations of _____ ("Business Associate") as a Business Associate of the Maricopa County Special Health Care District, d.b.a. Valleywise Health, a political subdivision of the State of Arizona ("Covered Entity"), a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and the related regulations promulgated by HHS (collectively, "HIPAA Rules"), and pursuant to the Agreement between Business Associate and Valleywise Health. Covered Entity and Business Associate are each a "Party", and collectively, the "Parties".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of Protected Health Information ("PHI") by Covered Entity to Business Associate under the terms of the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions

Agreement means the underlying vendor or service agreement, contract, or arrangement (written or unwritten) between the Parties which involves the Use and Disclosure of PHI .

HIPAA Rules mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, De-Identify, Disclosure or Disclose, Electronic Protected Health Information or ePHI, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information or PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information or Unsecured PHI, and Use.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

(A) Not Use or Disclose PHI other than as permitted or required by the Agreement or as required by law;

(B) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

(C) Report to Covered Entity any Use or Disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI, as required at 45 CFR 164.410, and any successful Security Incident of which it becomes aware, within five (5) days of becoming aware of such incident. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access to, Use or Disclosure of PHI;

(D) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(E) Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(F) Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(G) Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(H) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(I) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(A) Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Agreement.

(B) Business Associate may Use or Disclose PHI as required by law.

(C) Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Minimum Necessary rules.

(D) Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(E) Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(F) Business Associate may provide data aggregation services relating to the Health Care Operations of the Covered Entity. If Business Associate is authorized in writing by Covered Entity to use PHI to De-Identify the information, it shall do so in accordance with 45 CFR 164.514.

4. Obligations of Covered Entity

(A) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(B) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

(C) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

6. Term and Termination

(A) Term. The Term of this BAA shall be effective as of the Agreement, and shall terminate when the Agreement terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(B) Termination for Cause. Covered Entity may immediately terminate the Agreement and this BAA, if Covered Entity determines Business Associate has violated a material term of this BAA. Alternatively, Covered Entity, in its unilateral discretion, may provide Business Associate with written notice of Business Associate's breach of this BAA and provide Business Associate with thirty (30) days from the date of such written notice, to cure to Covered Entity's satisfaction. If Business Associate has not timely cured the breach to Covered Entity's satisfaction, Covered Entity may terminate the Agreement and this BAA.

(C) Obligations of Business Associate Upon Termination.

Upon termination of this BAA for any reason, Business Associate, within thirty (30) days of termination, shall destroy or return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

If return or destruction of the PHI is infeasible or impossible, Business Associate shall maintain the PHI beyond the life of the Agreement and in accordance with this BAA until such time as the PHI is destroyed or returned.

If the Agreement authorizes Business Associate to Use PHI for its own management and administration, or to carry out its legal responsibilities and Business Associate needs to retain PHI for such purposes after termination of the Agreement, Business Associate shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent Use or Disclosure of PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

4. Not Use the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Sections 2 and 3 above under "Obligations and Activities of Business Associate" and "Permitted Uses and Disclosures by Business Associate", respectively, which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(D) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. **Miscellaneous**

(A) Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

(B) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(C) Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by Business Associate:

ASSOCIATE

_____

Signature Date

_____

Print Name and Title