

**SERIAL 11070 ROQ**

**PSYCHIATRIC SERVICES PROVIDERS - CHS**

**DATE OF LAST REVISION: February 19, 2015**

**CONTRACT END DATE: August 31, 2017**

**CONTRACT PERIOD THROUGH AUGUST 31, 2014 2017**

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **PSYCHIATRIC SERVICES PROVIDERS - CHS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 31, 2011 (Eff. 09/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

AS/mm  
Attach

Copy to: **Office of Procurement Services**  
Lisa Gardner, Correctional Health Services

(Please remove Serial 05087-ROQ from your contract notebooks)









ESSENTIAL PSYCHIATRY PC., 14613 S 43<sup>RD</sup> PL, PHOENIX, AZ 85044

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_\_ YES

ACCEPT PROCUREMENT CARD: \_\_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO \_\_\_\_\_ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: \_\_\_\_\_ NO \_\_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_\_ NO

1.0 PRICING:

ITEM DESCRIPTION \_\_\_\_\_ HOURLY RATE

1.1 Psychiatric Services:

1.1.1 Licensed Psychiatrist

1.1.1.1 Clinical Rate \_\_\_\_\_ \$120.00

NIGP CODE: 9487601, 94876

Terms: \_\_\_\_\_ NET 10

Vendor Number: \_\_\_\_\_ 2011001246-0

Telephone Number: \_\_\_\_\_ 602/903 3899

E-mail Address: \_\_\_\_\_ [jat2man@netzero.com](mailto:jat2man@netzero.com)

Contract Period: \_\_\_\_\_ To cover the period ending August 31, 2014.



**JOSHUA BURGETT, 4032 WEST ST. CHARLES AVENUE, PHOENIX, AZ 85041**  
16501 NORTH EL MIRAGE ROAD #43, SURPRISE, AZ 85374

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

ACCEPT PROCUREMENT CARD: YES

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES ~~2% REBATE~~  
**Remove Eff. 01/05/15**

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES ~~2% DISCOUNT~~  
**Remove Eff. 01/05/15**

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

**1.0 PRICING:**

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE Eff. 09/01/14</u>
1.1 Psychiatric Services:		
1.1.1 Licensed Psychiatrist		
1.1.1.1 Clinical Rate	\$ _____	**See Section 2.1.10.2 for maximum rate.
1.1.1.2 On-Call Rate	\$ _____	
1.1.2 Nurse Practitioner (Psychiatry)		
1.1.3.1 Clinical Rate	<del>\$119.00</del>	<del>\$120.00</del>
1.1.3.2 On-Call Rate	<del>\$30.00</del>	<del>\$28.00</del>

NIGP CODE: 94876

Terms: ~~2% 10 Days Net 30~~ **NET 10 (Eff. 10/24/14) NET 30 (Eff. 01/14/15)**

Vendor Number: 2011001364 0

Telephone Number: 612/568-7730

E-mail Address: [Joshua.burgett@aya.yale.edu](mailto:Joshua.burgett@aya.yale.edu)

Contract Period: To cover the period ending **August 31, 2014 2017.**

**LAXMAN PATEL, 16631 N. 56<sup>TH</sup> ST. #1094, SCOTTSDALE, AZ 85254**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES  
 ACCEPT PROCUREMENT CARD: NO  
 REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO  
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)  
 INTERNET ORDERING CAPABILITY: NO  
 OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: NO

**1.0 PRICING:**

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>	
1.1 Psychiatric Services:		
1.1.1 Licensed Psychiatrist		
1.1.1.1 Clinical Rate	<u>\$120.00</u>	**See Section 2.1.10.2 for maximum rate.
1.1.1.2 On-Call Rate	<u>\$ 20.00</u>	

NIGP CODE: 94876

Terms: NET 30  
 Vendor Number: 2011005800 0  
 Telephone Number: 602/448-3119  
 E-mail Address: [lppatel0001@yahoo.com](mailto:lppatel0001@yahoo.com)  
 Contract Period: To cover the period ending **August 31, 2017.**

**ADDED TO CONTRACT EFFECTIVE 02/19/2015**

**PSYCHIATRIC SERVICES PROVIDERS - CHS**

1.0 INTENT:

It is the intent of Maricopa County to identify the most qualified applicants, for contract award of psychiatric service providers. Psychiatrists, Nurse Practitioners, and Physician Assistants shall perform the duties listed below for Correctional Health Services (CHS). These services will be provided at Maricopa County Correctional Health Services' facilities (See Exhibit 2). Contractors will be required to provide services at all CHS facilities unless restricted due to personal qualifications or medical specialty. Maricopa County reserves the right to make multiple contract awards, as required.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

2.0 SCOPE OF WORK:

2.1 SCOPE OF WORK:

2.1.1 BACKGROUND

2.1.1.1 Maricopa County, through Correctional Health Services, provides various health care services to inmates and detainees housed in County jail and detention facilities.

2.1.1.2 Correctional Health Services contracts with various health care professionals to provide patient care and other professional services including mental and behavioral health services, to inmates and detainees in County jail and detention facilities.

2.1.1.3 Contractor is an individual or organization who is, has, employs, or contracts with duly qualified, licensed and/or certified to provide professional health care services, medical services, dental services, and/or psychiatric/psychological services in Arizona, or who has agents, employees, contractors or subcontractors who are so qualified, licensed or certified.

2.1.1.4 By this Contract, the County retains Contractor to provide services in, to and through Correctional Health Services' program(s).

2.1.2 CONTRACTOR QUALIFICATIONS

2.1.2.1 Psychiatrists submitting Letters of Interest in response to this ROQ shall have current licensure in the State of Arizona and *be eligible for board certification* per requirements as outlined by the American Board of Psychiatry and Neurology. The ideal candidate will have current board certification. Possession of a current Controlled Substance Registration (DEA) is required.

2.1.2.2 Nurse Practitioners submitting Letters of Interest in response to this ROQ shall have current licensure in the State of Arizona as a Nurse Practitioner and possess or have applied for a Controlled Substance Registration (DEA). Experience in, or a desire to work in, the area of psychiatry is essential. The ideal applicant will also have experience in and be willing to assist in the area of general medicine as necessary.

2.1.2.3 Physician Assistants submitting Letters of Interest in response to this ROQ shall have a current licensure in the State of Arizona; possess or have applied for a Controlled Substance Registration (DEA); and have experience in the area of psychiatry. The ideal candidate will also have experience in and would be willing to assist in the area of general medicine as necessary.

- 2.1.2.4 Exceptions, (*if any*), to the qualifications shall be submitted, in writing, as an integral part of the applicant's response to this solicitation.

2.1.3 DUTIES:

As a provider of psychiatric services/mental health services, Contractor will:

- 2.1.3.1 Interview new admissions to psychiatric units, as required, reaching a diagnosis. Assist treatment team to develop goals and objectives for Special Needs Treatment Plans (SNTP).
  - 2.1.3.1.1 New admission interview and diagnostic information will be recorded in the patient's medical chart within twenty-four (24) hours of interview. Ninety-five (95) percent of the required documentation will be completed within the specified timeframe. Compliance with this paragraph will be measured by an annual audit of twenty (20) randomly selected medical records by CHS' Mental Health Services Director, designee, or System currently in place at time of review.
  - 2.1.3.1.2 All services provided will be documented in medical records within twenty-four (24) hours of providing the service.
  - 2.1.3.1.3 Document psychiatric evaluations to record how the diagnosis was determined. Contractor will be responsible for documentation in accordance with Quality Improvement and Department policies. Documentation will be legible, timely and in a clinically appropriate manner. Documentation will include appropriate notes, SNTPs or chronic condition forms as needed and to keep charts within the standards of CHS. Compliance with this paragraph will be measured by an annual audit of twenty (20) randomly selected medical records by CHS' Mental Health Services Director, designee, or System currently in place at time of review.
- 2.1.3.2 Provide psychiatric evaluation, consultation and treatment of patients as medically and psychiatrically indicated. Evaluation, consultation and treatment will be conducted in CHS facilities as directed by CHS' Mental Health Services Director or designated representative.
- 2.1.3.3 Participate in the development of patient services' data.
- 2.1.3.4 Document patient encounters according to CHS procedures. CHS' Mental Health Services Director, or designee, will evaluate encounter forms on a routine basis. Compliance with encounter form procedures will be part of the provider review process.
- 2.1.3.5 Re-evaluate patients under care to determine progress, or lack of progress, and to refine a diagnosis and/or treatment. Re-evaluation will be documented in the patient's medical record within twenty-four (24) hours of evaluation. Compliance with this paragraph will be measured by an annual audit of twenty (20) randomly selected medical records by CHS' Mental Health Services Director, designee, or System currently in place at time of review.
- 2.1.3.6 Provider shall meet and participate in CHS' quality assurance standards, established protocols and legal mandates.
- 2.1.3.7 Provider shall prescribe medication in accordance with CHS Clinical Policy J-D-01 (copies will be provided upon award).

- 2.1.3.8 The Medical Director, Mental Health Services Director, or Designee will develop and maintain management structure and performance expectations of Contractors that are consistent with the CHS goals and clinical needs of the patient(s). The management structure and performance expectations will be published and a copy provided to each Contractor. Contractor is responsible for functioning within the established management structure and will meet or exceed performance expectations.
- 2.1.3.9 Contractor will be an active partner in developing, implementing, monitoring and evaluating departmental goals to improve patient care and to measure performance. Compliance with this paragraph will be measured by the Mental Health Services Director through professional observation and Performance Evaluation Reviews.
- 2.1.3.10 Contractor will meet with peers and staff as requested and scheduled by the Mental Health Services Director, CHS' Medical Services Director or Department Director; attend special meetings to identify and resolve issues specific to delivery of quality psychiatric care, as requested by the Mental Health Services Director, CHS' Medical Services Director or Department Director.
- 2.1.3.11 Provide evaluation and training to CHS and MCSO staff as required by the Mental Health Services Director or designee.
- 2.1.3.12 Evaluate patients and prepare reports as ordered by the Courts, within the required timeframe, as assigned by the Mental Health Services Director. Provide testimony to the Court as required by subpoena. *If not Court ordered or subpoenaed communication with prosecution or defense personnel is prohibited.*
- 2.1.3.13 Review external grievances and medical record reviews prepared by legal liaison for hearings and/or litigation. Advise Department Director, Medical Services Director, Mental Health Services Director, CHS staff, , as needed, on acceptable community standards of care and practice guidelines for incarcerated individuals.
- 2.1.3.14 Actively participate in the development of psychiatric protocols and clinical practice guidelines to ensure services are provided in a cost-effective manner that is consistent with community standards and appropriate for the correctional setting. Measured by the Mental Health Services Director through professional observation, prescribing practices and annual audit of twenty (20) randomly selected treatment records.
- 2.1.3.15 Participate and/or conduct rounds with staff, medical providers, community providers, residents and medical students as assigned by the Mental Health Services Director.
- 2.1.3.16 Contractor *agrees to provide contracted services* at all CHS facilities *as scheduled* by the Mental Health Services Director or designee. Contractor agrees to the regular schedules, on-call schedules and after hour non-emergency schedules as published by the Mental Health Services Director or designee. As used throughout this Contract, "on-call " means the Contractor is promptly available, through electronic communication devices, to provide health care needs for CHS patients; "After-hour Non-Emergency" means Contractor will physically come in to a CHS facility and perform services after regular scheduled clinic hours. After hour non-emergency services are not expected to be required.

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- 2.1.3.17 Contractor agrees *not to exceed* the number of hours of contracted services as scheduled by the Mental Health Services Director or designee. Exceptions to the number of hours shall be approved by the Mental Health Services Director or designee.
- 2.1.3.18 Contractor will maintain professional skills. Contractor will participate in conferences and such other activities and services as would appropriately fall within the professional aspects of a correctional health setting. This participation includes continuing education. Prior approval of CHS' Department Director will be required for any training which the Contractor attends for which the County compensates the Contractor for their time while attending the training.
- 2.1.3.19 Contractor will participate in designated Quality Improvement functions as required by the Department.
- 2.1.3.20 Contractor will document his/her activities, both clinical and administrative, using the "measurement tools", e.g. encounter forms, MFR's.
- 2.1.3.21 Contractor, Mental Health Services Director, Medical Services Director and Department Director will cooperate to produce and collect program data for productivity analysis as set forth in the National Commission on Correctional Health Care (NCCHC) accreditation standards and in accordance with CHS' goals, policies and performance standards.
- 2.1.3.22 Contractor is required to remain current in regards to professional licenses, Controlled Substance Registration (DEA) and Basic Life Saving (BLS).
- 2.1.3.22.1 Upon contract award and/or prior to professional services being provided, CHS' Mental Health Services Director, or designee, will generate inquiries to appropriate licensing body (ies). Inquiries will verify proper and current licensure/certification; past disciplinary action; or pending investigations. The Mental Health Services Director, or designee, will retain a copy of this verification in the Contractor's personnel file.
- 2.1.3.22.2 Upon contract award and/or prior to professional services being provided, Contractor will provide to the Mental Health Services Director or designee:
- 2.1.3.22.2.1 A copy of their current Arizona professional license. *It is the Contractor's responsibility to provide a copy of renewed licensure within 30 days of renewal.*
- 2.1.3.22.2.2 A copy of their Controlled Substance Registration Certificate (DEA Number). If the certificate is not available due to being renewed or due to relocation to Arizona, a copy of the application/receipt will be provided. *It is the Contractor's responsibility to provide a copy of the Certificate and subsequent renewal documents within 30 days of receipt.*
- 2.1.3.22.2.3 A copy of a current CPR/Basic Life Saving (BLS) Certificate or card. If not current, the Contractor will be required to complete certification within the timeline specified by the Department Director. *On-line training/certification is not acceptable.* Recertification is required every two (2) years. *It is*

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*the Contractor's responsibility to provide a copy of renewed certification within 30 days of renewal.*

2.1.3.22.2.4 Documentation of a current PPD with test results. If the Contractor has previously tested positive and is no longer required to test, documentation shall be provided. Annual testing *is required* unless there is documentation of a positive test on file. *It is the Contractor's responsibility to provide documentation of subsequent PPD results.*

2.1.3.22.2.5 Documentation of completion of the Hepatitis B series or a statement where the Contractor declines immunization/titer testing.

2.1.3.22.2.6 All Contractors will complete CHS' New Employee Orientation within thirty (30) days of initial award.

### 2.1.3.22.3 Annual Requirements

All Contractors will be *required* to provide documentation of the following on an annual basis, e.g. within (1) year of completion of the previous test and/or training.

2.1.3.22.3.1 Annual PPD unless documentation available indicating that the employee has previously tested positive.

2.1.3.22.3.2 Annual OSHA/HAZMAT Training. Contractors, who do not work for CHS full-time, may provide proof of training from their primary employer.

2.1.3.22.4 It is the *Contractor's responsibility* to submit copies of their renewed licensure/certification, renewed Controlled Substance Registration Certificate and renewed Basic Life Saving Certificate. Correctional Health Services' representatives will monitor expiration dates for each Contractor and will remind each Contractor of upcoming expiration dates within thirty (30) days of expiration; however, this is done only as a service to the Contractor. *The Contractor is overall responsible for maintaining current licensure and certification requirements.* Failure on the part of the Contractor to provide required documentation by the end of their respective shift/business day of the end of the month of expiration will result in their being taken off of the work schedule. They will remain unpaid and without compensation until the required documentation is received by the Mental Health Services Director, or designee.

2.1.3.22.5 A copy of the letter provided Contractors of expiration dates of licensure/certification and other administrative requirements will be provided to the Mental Health Services Director for information and follow-up.

2.1.3.22.6 Continued non-compliance could result in termination of Contract as stipulated within.

2.1.3.23 Contractor will ensure that NCCHC accreditation standards or standards of other accrediting agencies, relating to mental health issues, are met annually.

- 2.1.3.24 Both Contractor and CHS will comply with, and will cooperate with, each other to facilitate compliance with all applicable statutes, regulations and rules in connection with the performance of their obligations, including rules imposed by any accreditation body with authority over CHS and Contractor. CHS will provide Contractor with copies of all policies and procedures (including amendments) applicable to services provided by Contractor under this Contract. In the event that any applicable law, rule or regulation or accrediting authority standard becomes amended, invalidated or replaced, or by its terms causes either or both parties' conduct to be in violation of such law, rule, regulation or standard, both parties agree to use their best efforts to comply and if necessary to negotiate an amendment to this policy letter and/or referenced Contract to conform with the law, rule or regulation, consistent with the intent of this Contract.
- 2.1.3.25 Both Contractor and CHS will comply with, and will cooperate with each other to facilitate compliance with the Maricopa County Ethics Handbook. CHS will provide Contractor with a copy of the Ethics Handbook (based upon availability) or will ensure that the Contractor will have access to the Ethics Handbook.
- 2.1.3.26 In the event the Contractor disapproves of a policy, rule or regulation, Contractor shall advise Mental Health Services Director of the basis for its disapproval.

#### 2.1.4 OUTCOMES AS PSYCHIATRIC SERVICES PROVIDER

In conjunction with the Contractor's duties, Contractor agrees to achieve the following outcomes:

- 2.1.4.1 Contractor documents all services rendered to patients in the medical charts within twenty-four (24) hours of providing the service.
- 2.1.4.2 All new admissions to psychiatric units are interviewed and a diagnosis recorded in the medical chart within twenty-four (24) hours of admission and within seventy-two (72) hours over a weekend or holiday.
- 2.1.4.3 Regular patient re-evaluation (no less than once every three- (3) months). Re-evaluations are documented in medical charts within twenty-four (24) hours.
- 2.1.4.4 Patient encounters and other statistical workload indicators are completed by psychiatric staff on a timely basis.
- 2.1.4.5 Reports to the Court are submitted within requested dates.
- 2.1.4.6 Contractor statements of service shall correspond with CHS' provider schedule and are within billable hour limits.
- 2.1.4.7 Written practice guidelines exist for psychiatric practitioners.
- 2.1.4.8 NCCHC accreditation standards relating to psychiatric issues are met annually.
- 2.1.4.9 Fully participate and assist in the development of performance indicators and measures associated with the Department's strategic initiatives and goals.
- 2.1.4.10 The Mental Health Services Director will report Contractor's compliance with attendance at regularly scheduled meetings, Grand Rounds or other assigned events.

2.1.5 SUPERVISION

For purposes of professional services, Contractor will be under the general supervision of the Mental Health Services Director. General administrative oversight is the responsibility of the Mental Health Services Director and/or Medical Services Director and Director, CHS.

2.1.6 SCHEDULE

2.1.6.1 Contractor and Contractor's providers shall devote the number of contract hours, or a portion thereof, as assigned in writing by the Mental Health Services Director, to the performance of the duties described in this Contract. Contract hours will be scheduled to assure coverage and, as a result, may not be limited to normal business hours. Accountability for specific contract hours is the responsibility of the Mental Health Service Director or designee.

2.1.6.2 Contractor will be restricted to the number of scheduled hours unless an exception is granted, in writing, by the Mental Health Services Director. This will pertain to less and/or more hours than agreed upon during the hiring process.

2.1.6.3 All requests for scheduled time off shall be put in writing, at least thirty (30) days prior to leave, to the Mental Health Services Director. Approval will be based on staffing needs.

2.1.6.4 The Mental Health Services Director will provide a staffing schedule to include location and times for which coverage is required. The schedule will be updated and distributed monthly to each Contractor.

2.1.6.5 Call-Coverage and After-Hour Non-Emergency Coverage will be as directed by the Mental Health Services Director or designee.

2.1.6.6 The Mental Health Services Director will resolve schedule disputes. CHS' Department Director will have final resolution authority in event the Mental Health Services Director is unable to resolve the dispute.

2.1.7 ATTENDANCE/AVAILABILITY

2.1.7.1 Definitions

2.1.7.1.1 Scheduled Time Off: An absence from work for any length of time that is requested in advance and approved by the Mental Health Services Director. Scheduled time off will not count against the Contractor's attendance/availability.

2.1.7.1.2 Unscheduled Partial Absence: Leaving work early or being absent for part of the day. This absence will count against the Contractor's attendance/availability unless it meets one of the exceptions (see below).

2.1.7.1.3 Unscheduled Tardiness: Arriving at work after the Contractor's scheduled start time. There is no grace period. This absence will count against the Contractor's attendance/availability unless it meets one of the exceptions (see below).

The Contractor will be required to notify the CHS facility and Mental Health Services Director two (2) hours prior to the scheduled start time if unable to work. Failure to do so, within the two- (2) hour timeframe, will result in an unscheduled absence or tardiness.

2.1.7.1.4 No Call/No Show: An unscheduled absence or tardiness where the Contractor does not call in according to Department policy. This absence/tardiness will count against a Contractor's attendance record and may be unpaid per Mental Health Services Director's discretion.

2.1.7.1.5 Patterns of Absenteeism: Situations where the Mental Health Services Director notices patterns or trends in the times and days that the Contractor shows up late or calls in sick could result in a pattern of absenteeism being established. Examples that could be considered patterns of absenteeism are: calling in sick or late on particular day(s) of the week; the day before or after a scheduled day off; the day before or after a holiday; or calling in sick when a vacation day has previously been denied. A pattern is identified on the third (3<sup>rd</sup>) occurrence.

#### 2.1.7.2 Exceptions

The following lost time occurrences will not be counted adversely against a Contractor's attendance/availability. The Mental Health Services Director has the discretion to require documentation for any of these occurrences.

2.1.7.2.1 Scheduled absences.

2.1.7.2.2 Any other legitimate, documented absence approved by the Mental Health Services Director or Mental Health Services Director. Absences related to an approved FMLA qualifying event which may include: caring for a newborn or newly adopted child; caring for a family member with a serious health condition; contractor's own serious health condition.

2.1.7.2.3 Contractor has written release from his/her physician or other licensed care provider stating that the Contract Provider is under his/her care and is now cleared for work. Only one (1) note is needed for an illness involving consecutive days.

2.1.7.2.4 Military leave.

2.1.7.2.5 Bereavement leave: death of an immediate family member or grandparent.

2.1.7.2.6 Written notices for jury duty.

2.1.7.2.7 Any other legitimate, documented absence approved by the Mental Health Services Director Mental Health Services Director.

#### 2.1.7.3 Disciplinary Action

2.1.7.3.1 As a general guideline, Providers who have two (2) unexcused absences or four (4) tardy or partial absences in one (1) month will receive an informal counseling from the Mental Health Services Director. Providers who have four (4) unexcused absences or eight (8) tardy or partial absences in one (1) month will receive a written counseling from the Mental Health Services Director.

2.1.7.3.2 A pattern of absenteeism will be established after the written counseling.

2.1.7.3.3 Establishment of a pattern of absenteeism or unavailability on the part of the Contractor could result in termination as outlined in the CONTRACT TERMS AND CONDITIONS section.

2.1.8 LICENSURE/CERTIFICATION REQUIREMENTS

2.1.8.1 All applicable provisions of law and other rules and regulations of any and all governmental, including the State of Arizona, accrediting and regulatory authorities relating to the licensure and regulation of Psychiatrists, Nurse Practitioners or Physician Assistants shall be complied with by the Contractor.

2.1.8.2 Applicant is responsible for providing the appropriate/relevant copies of current professional licenses, certificates, etc., with the ROQ response.

2.1.9 SECURITY CLEARANCE

The Contractor shall receive security clearance from the Sheriff's Office prior to providing services in the detention facilities. CHS will coordinate this effort.

2.1.10 COMPENSATION

Subject to availability and authorization of funds for the explicit purpose set forth below, Maricopa County will pay the Contractor for services rendered under this Contract as indicated in the following subsections.

2.1.10.1 Hourly Rate

Contractor will indicate salary requirements for services on an "hourly rate", specified on Attachment A. Rate shall be based on a full-time position. Contractor will not be compensated for personal, sick, family medical, and vacation leave time and / or holidays. Leave time for Continuing Medical Education units is negotiable and may be compensated depending on the relevance to the position. CHS reserves the right to negotiate hourly rate(s) with individual applicants, based upon experience and credentials.

2.1.10.2 Contractors fees exceeding **\$120.00** per hour for clinical rater for licensed psychiatrist shall not be considered for award.

2.1.10.3 Provider Schedule and Billable Hours

Actual billable hours may not exceed the approved Provider Schedule without prior written approval of CHS' Mental Health Services Director. All services will be bi-weekly to coincide with the approved Provider Schedule. A timesheet shall be completed reflecting the hours worked and signed by the Contractor and the Mental Health Services Director or designee.

2.1.10.4 Method of Payment

2.1.10.4.1 Maricopa County Finance Department will, within forty-five(45) working days from receipt of the statement or invoice, issue a warrant for payment up to the maximum total allowable for the previous period of service provision or work performance, up to the maximum number of units of service actually performed. Should there be a disallowance in the claim; the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for the disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes Clause of the General Provisions of this Contract.

2.1.10.4.2 The Contractor understands and agrees that the County will not honor any claim for payment submitted more than 30 days after date of service. All claims shall be submitted within 30 days of County's fiscal year-end (June 30th) to assure payment for services provided during that fiscal year.

2.1.10.5 Taxes and Benefits

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, worker's compensation and other mandatory governmental deductions or obligations, if any, and any pension or retirement program and in connection therewith Contractor shall indemnify and hold the County harmless for any and all liability which County may incur because of Contractor's failure to pay such taxes or obligations, as well as for the County's liability for any such taxes or obligations.

2.1.10.6 Department Recoupment Rights

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

2.1.11 SPACE, EQUIPMENT AND SUPPORT STAFF

2.1.11.1 CHS shall provide the Contractor with furnished space and equipment and non-physician personnel as is reasonably necessary for the proper administrative and clinical operation.

2.1.11.2 Such space and equipment and non-physician personnel shall, subject to budgetary restrictions, meet the requirements set forth by the National Commission on Correctional Health Care (NCCHC).

2.1.11.3 CHS shall keep and maintain all equipment provided to the Contractor in good order and repair, at no expense to the Contractor.

2.1.12 WHAT TO SUBMIT IN THE ROQ RESPONSE - MANDATORY

2.1.12.1 Interested professionals shall submit the following in order to be considered for award of a contract:

2.1.12.1.1 CV or Resume that includes a work history that identifies both dates and responsibilities, with special interest on those entries relevant to this solicitation.

2.1.12.1.2 Copies of certifications/diplomas/residencies/board certifications, etc., which are relevant to this solicitation

2.1.12.1.3 Copy of current Arizona professional license.

2.1.12.1.4 Copy of their Controlled Substance Registration Certificate (DEA Number, see 2.1.3.22.2.2 for additional information.

2.1.12.1.5 A copy of current CPR/Basic Life Saving (BLS) Certificate or card, see 2.1.3.22.2.3 for additional information.

2.1.12.1.6 Documentation of a current PPD with test results.

- 2.1.12.1.7 Documentation of completion of the Hepatitis B series or statement where the Contractor declines immunization/titer testing.
- 2.1.12.1.8 Letter of Interest
- 2.1.12.1.9 Attachment A
- 2.1.12.1.10 Attachment B
- 2.1.12.1.11 Attachment C

APPLICATIONS WHICH ARE NOT "COMPLETE" MAY BE DEEMED NONRESPONSIVE AND THEREFORE NOT ELEGIBLE FOR CONTRACT AWARD.

ADDITIONALLY ALL APPLICANTS ARE REQUIRED TO BE REGISTERED AS A VENDOR WITH THE COUNTY, SEE EXHIBIT 1.

- 2.1.13 Applicants shall submit their response in accordance with the Information found on the cover page of this solicitation. *This is for the initial solicitation effort.*
- 2.1.14 Interested professionals who shall submit their application for consideration, AFTER the initial solicitation effort has "closed", will provide all items listed in Section 2.1.12 to the following address:

Correctional Health Services  
% Contracts Specialist  
3250 W. Lower Buckeye Road.  
Phoenix, AZ 85009

A "registry" of interested parties will be maintained by Correctional Health Services. Should additional requirements be identified, those applicants listed on the "registry" will be notified, in the order of receipt of application.

2.2 FACILITIES:

During the course of this Contract, the County will provide the Contractor with adequate workspace or such other related facilities as may be required by Contractor to carry out its obligations enumerated herein.

2.3 INVOICES AND PAYMENTS:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
  - 2.3.1.1 Company name, address and contact
  - 2.3.1.2 County bill-to name and contact information
  - 2.3.1.3 Contract Serial Number
  - 2.3.1.4 County purchase order number
  - 2.3.1.5 Invoice number and date
  - 2.3.1.6 Payment terms
  - 2.3.1.7 Date of service
  - 2.3.1.8 Quantity (number of days or weeks)
  - 2.3.1.9 Contract Item number(s)
  - 2.3.1.10 Description of Purchase (product or services)
  - 2.3.1.11 Pricing per unit of purchase
  - 2.3.1.12 Extended price
  - 2.3.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors.aspx](http://www.maricopa.gov/finance/vendors.aspx)).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in Response price.

2.5 INDEPENDENT CONTRACTOR:

2.5.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

2.5.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

2.5.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, unemployment insurance and other employee benefits and all taxes and premiums relating to such persons, and shall indemnify and save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This ROQ is for awarding a firm, fixed price requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, renew the period of this Contract up to a maximum of three (3) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the ~~Materials Management Department~~ **Office of Procurement Services** of the County's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County

shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract 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 the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, unemployment and other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall indemnify and save and hold the County harmless with respect thereto.

3.5 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The scope of this indemnification does not extend to the sole negligence of County.

3.5.1 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

3.6 PROFESSIONAL LIABILITY:

Contractor, Contractor's employees and Subcontractors, if any, who are duly selected for the Correctional Health Services psychiatric staff and who provide health care, medical or professional services pursuant to the terms of this Contract, shall be deemed agents of the County for purposes of determining professional liability indemnity under the *Revised Restated Declaration of Trust for Maricopa County, Arizona Self-Insured Risk Trust Fund* for professional acts arising out of the performance of this Contract. Such professional liability indemnity shall be for professional services performed as specified in the Scope of Work of this Contract..

The Contractor's, or Contractor's professional employees or Subcontractor's responsibilities under the *Revised Restated Declaration of Trust for Maricopa County, Arizona Self-Insured Risk Trust Fund* as well as the scope of the County's professional liability indemnity to Contractor or Contractor's professional employees or Subcontractors who are duly appointed to the Correctional Health Services psychiatric staff and who provide health care, medical or professional services is governed by the terms and conditions of the *Revised Restated Declaration of Trust for Maricopa County, Arizona Self-Insured Risk Trust Fund*.

Maricopa County, its Risk Management Department and its Self-Insurance Risk Trust Fund may defend or settle any claim or suit involving the Contractor, its employees and/or Subcontractors as it deems appropriate and Contractor's consent is not required. However, the County will make reasonable efforts to consult and coordinate with the Contractor or its psychiatric providers prior to making and/or implementing any settlement decision.

3.7 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

3.8 WAIVER OF CLAIMS:

3.8.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Contractor provides pursuant to the Contract.

3.8.2 Contractor's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

3.8.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:

3.8.3.1 County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys; County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and

3.8.3.2 Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

3.8.4 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

3.9 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
~~DEPARTMENT OF MATERIALS MANAGEMENT~~  
**OFFICE OF PROCUREMENT SERVICES**  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

Andrea Stupka, Procurement Officer, 602.506.3504  
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

Respondents shall provide one (1) original hard copy (labeled) of their Response, plus six (6) electronic copies, including pricing (**Attachment A shall be in Excel format, NO pdf files**), on a CD or flash drive. Respondents shall address Responses identified with return address, serial number and title in the following manner:

Maricopa County ~~Department of Materials Management~~  
**Office of Procurement Services**  
320 West Lincoln Street  
Phoenix, Arizona 85003

SERIAL11070- ROQ  
PSYCHIATRIC SERVICES PROVIDERS – CHS

Response must be signed by Respondent. All prices shall be held firm for a period of one hundred fifty (150) days after the ROQ closing date.

3.14 EVALUATION OF RESPONSES – SELECTION FACTORS:

An Evaluation Committee shall be appointed, chaired by the Procurement Officer, to evaluate each Response. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the Respondent(s). Responses will be evaluated on the following criteria which are listed in descending order of importance.

3.14.1 Qualifications, inclusive of "proof" copies of relevant licenses, certificates.

- 3.14.2 Experience.
- 3.14.3 Determination of responsibility.
- 3.14.4 Price of services.

**Correctional Health Services reserves the right to conduct interviews with applicants, as part of the evaluation process, at their discretion.**

3.15 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.15.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 3.15.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.15.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 3.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.16 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.16.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer 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 Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.16.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.16.1

of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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.

~~3.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.17.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~3.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.~~

3.18 CONTRACTOR LICENSE REQUIREMENT:

3.18.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both **Materials Management Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

3.18.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.19 INFLUENCE

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.**

**An attempt to influence includes, but is not limited to:**

3.19.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

3.19.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.20 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.21 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.22 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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 the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County 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 the County from any other party to the contract arising as the result of the Contract.

3.23 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.24 **AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. The Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.25 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.26 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.27 **AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.28 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.29 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder

3.30 **INSURANCE:**

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to

do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.31 **STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.32 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.33 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.