

1. ORDER OF PRECEDENCE

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

2. DEFINITIONS

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

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

CEO means the Chief Executive Officer of Maricopa Integrated Health System or his/her designee.

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

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

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

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

Department means any Department of Maricopa Integrated Health System.

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

Family Healthcare Centers (FHC) means one or more of the 12 facilities listed below:

Avondale FHC 950 East Van Buren Avondale, AZ 85323 Phone: (623) 344-6800	Chandler FHC 811 South Hamilton Chandler, AZ 85225 Phone: (480) 344-6100	Comprehensive Health Ctr. 2525 East Roosevelt Street Phoenix, AZ 85008 Phone: (602) 344-5407
El Mirage FHC 12428 West Thunderbird El Mirage, AZ 85335 Phone: (623) 344-6500	Glendale FHC 5141 West LaMar Glendale, AZ 85301 Phone: (623) 344-6700	Guadalupe FHC 5825 East Calle Guadalupe Guadalupe, AZ 85283 Phone: (480) 344-6000
Maryvale FHC 4011 North 51st Avenue	McDowell FHC 1144 East McDowell Road	Mesa FHC 59 South Hibbert

Phoenix, AZ 85031 Phone: (623) 344-6900	Phoenix, AZ 85006 Phone: (602) 344-6550	Mesa, AZ 85210 Phone: (480) 344-6200
Sunnyslope FHC 934 West Hatcher Road Phoenix, AZ 85021 Phone: (602) 344-6300	Seventh Avenue FHC 1201-1205 South 7 th Avenue Phoenix, AZ 85007 Phone: (602) 344-6600	South Central FHC 33 West Tamarisk Avenue Phoenix, AZ 85041 Phone: (602) 344-6400

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

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

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

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

Maricopa Medical Center (MMC) means the hospital component of MIHS located at 2601 East Roosevelt, Phoenix, Arizona 85008.

MIHS Urgent Care Clinic (UCC) means the Urgent Care Clinic located at 1201 S. 7th Avenue, Phoenix, Arizona 85007.

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

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

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

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

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

3. **LAWS, RULES AND REGULATIONS**

- A. This Contract and Contractor is subject to all state and federal laws, rules and regulations that pertain hereto, including OSHA statutes and regulations.

- B. The Contractor, in accordance with A.R.S. § 35-391 et. seq., §35-391.06 and A.R.S. § 35-393 et. seq. including §35-393.06 certifies that they do not have scrutinized business operations in Iran or Sudan and that they are not in violation of the Export Administration Act.
- C. 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 MIHS 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.

MIHS may request verification of compliance for any Contractor or subcontractor performing work under this Contract. Should MIHS suspect or find that the Contractor or any of its subcontractors are not in compliance, MIHS 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.

- D. Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, as amended, and MIHS policies related to the detection of fraud, waste and abuse. The following documents are incorporated into this agreement by reference and available to Contractor via the links below. Contractor signifies receipt of the documents and agrees to comply with the requirements stipulated by federal law and MIHS policy:
1. The MIHS False Claims Act policy is available at:
<http://www.mihs.org/uploads/Policy%2001111%20S-%20False%20Claims%20Act.pdf>
 2. Information about all MIHS programs to detect and prevent fraud, waste and abuse is available at: <http://www.mihs.org/pages/privacy-policy> under the Compliance Policies and Information section.
- E. The terms of this Contract shall be construed in accordance with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the appropriate municipality; any action thereon shall be brought in the appropriate court in the State of Arizona.

4. NO GUARANTEED VOLUME

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

5. NON-EXCLUSIVE STATUS

MIHS 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 MIHS or Patients; provided however, that such non-MIHS activities do not hinder, impair or conflict with Contractor's ability to fully perform its obligations under this Contract.

6. COOPERATIVE PURCHASING

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

7. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

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

8. SAFEGUARDING OF CONFIDENTIAL AND PRIVILEGED PATIENT INFORMATION

MIHS 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 MIHS with regard to MIHS' obligation to comply with HIPAA.

9. SUPPLY AND OWNERSHIP OF INFORMATION

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

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

10. LICENSES AND PERMITS

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

credentialing agency, including but not limited to those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS.

11. TAX AND INSURANCE OBLIGATIONS

Contractor assumes sole and exclusive responsibility for payment of any state and federal income taxes, federal social security taxes, worker's and unemployment insurance benefits for its physicians, staff, agents and employees as well as any and all other mandatory governmental deductions or obligations; in addition, Contractor assumes sole and exclusive responsibility for any pension or retirement program(s) for its staff, agents or employees whether required by law or not; in connection with the obligations contained in this paragraph, Contractor shall indemnify, defend and hold harmless MIHS for any and all liability which MIHS may incur as a result of Contractor's failure to pay such taxes or any such financial responsibility, as well as MIHS' liability for any such taxes or mandatory governmental obligations.

12. RETENTION AND ADEQUACY OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents pertaining to this Contract or any other applicable Payer Contract for at least six years after final payment or until six years after the resolution of any audit questions or disputes. MIHS, state or federal auditors and any other persons duly authorized by MIHS 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.

13. CONTRACT COMPLIANCE MONITORING

- A. MIHS shall monitor the Contractor's compliance with and performance under this Contract. On-site visits for compliance monitoring may be made by MIHS, 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 MIHS' 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 MIHS staff concerns within ten (10) calendar days of receipt or notification of a request.
- B. If MIHS needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, and if Contractor and MIHS agree in writing, they will equally share such expenses.
- C. Contractor agrees to take timely corrective action to resolve any problem identified from monitoring findings.
- D. MIHS may change or add to these requirements, when applicable laws, rules and regulations are modified or created necessitating a change.

14. AUDIT AND AUDIT DISALLOWANCE

- A. MIHS 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 MIHS. Such audits will be made at MIHS' expense at a time and place convenient to the Contractor. If the Contractor desires to participate in the selection of the auditor, the Contractor must be willing to share equally in the costs.

- B. MIHS representatives displaying MIHS identification shall have the right, during normal business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract or any other applicable Payer Contract and Contractor shall make available such records as requested.
- C. If at any time it is determined by MIHS that a service or commodity for which payment has been made is disallowed, MIHS shall notify the Contractor in writing with the required course of action. It is at MIHS' 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.
- D. Contractor, upon written notice, shall reimburse MIHS for any payments made under this Contract which are disallowed by a state, federal audit in the amount of the disallowance.
- E. Should either party undertake court action concerning a disallowance, the prevailing party shall receive, as part of its remedy, compensation for reasonable attorney fees, costs, expenses and court costs.

15. MIHS RECOUPMENT RIGHTS

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

16. DISPUTES

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Dispute Process as specified in the applicable MIHS Procurement Code, Article 7 as amended from time to time.

17. NON-DISCRIMINATION

The Contractor shall not in any way discriminate against any Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. COVENANT AGAINST CONTINGENT FEES

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

20. INDEPENDENT CONTRACTOR STATUS AND NON-LIABILITY

- A. The Contractor is an Independent Contractor in the performance of all work and the provision of all services under this Contract and is not to be considered an officer, employee, or agent of MIHS.
- B. This Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.
- C. MIHS 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 MIHS be liable for purchases or contracts made by the Contractor in anticipation of funding hereunder.

21. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless MIHS, its agents, representatives, officers, directors, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs) relating to, arising out of, or alleged to have resulted from the Contractor's acts, errors, omissions or mistakes relating to any service provided by Contractor as well as any other activity of or by Contractor under the terms of this Contract or any other Payer Contracts that are incorporated into this Contract. Contractor's duty to hold harmless, defend and indemnify MIHS, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense, including but not limited to those attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes or omissions related to any service or professional services as well as any other activity under the terms of this Contract, or any other contracts that are incorporated into this Contract, including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. In addition to the indemnification obligations set forth above, if the Contractor provides goods or services other than direct patient care services under this Contract, Contractor must provide for the defense and defend MIHS in any actions referenced above.
- B. Nothing in this Contract or any other contract(s) including Payer Contracts that are incorporated into this Contract may be construed as limiting the scope of the indemnification provisions contained in this Contract.
- C. The provisions of this paragraph and the Contractor's indemnification obligation will survive beyond the expiration or termination of this Contract.

22. INSURANCE PROVISIONS AND REQUIRED COVERAGE, TERM AND TERMINATIONS

- A. **General.** The Contractor shall, at its own expense, purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++^{VI}, or approved unlicensed by the State of Arizona Department of Insurance.
- B. **Additional Insured.** The insurance coverage, except Workers' Compensation, required by this Contract, shall name MIHS, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. **Duration of Coverage.** All insurance required herein shall be maintained in full force and effect during the term of this Contract and until all work or services required to be performed under this Contract has been satisfactorily completed and formally accepted by MIHS. Thereafter, the insurance and indemnification provisions contained in this Contract will extend beyond the termination date of this Contract.
- D. **Tail Coverage.** In the event any insurance policy or policies required by this Contract are written on a "claims made" basis, Contractor shall obtain coverage for at least two years beyond the termination of this Contract based on availability of such coverage and reasonableness of cost.
- E. **Claim Reporting.** Any failure to comply with the claim reporting provisions of Contractor's policies or any breach of a policy warranty shall not affect Contractor's obligations or coverage afforded under the policies to protect MIHS.
- F. **Waiver (Subrogation).** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against MIHS, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.
- G. **Deductible/Retention.** Contractor's policies may provide coverage, which contain deductibles or self-insured retention's. The Contractor shall be solely responsible for the deductible and/or self-insured retention.
- H. **Certificates of Insurance.** Prior to commencing work or services under this Contract, Contractor shall, upon request, furnish MIHS with Certificates of Insurance, or formal endorsements evidencing that the required policies and/or coverage are in full force and effect during term of this Contract and where relevant, thereafter. All Certificates of Insurance shall be identified with this Contract number and title.
- I. **Cancellation and Expiration Notice.** Insurance required by the terms of this Contract shall not expire, be canceled, or materially changed without 15 days prior written notice to MIHS. If a policy does expire during the life of this Contract, a renewal Certificate must be sent to MIHS fifteen (15) days prior to the expiration date.
- J. **Copies of Policies.** MIHS reserves the right to request and receive, within 10 working days of the request, certified copies of any or all of the above policies and/or endorsements referenced herein.
- K. **Primary Coverage.** Contractor's insurance shall be the primary insurance under the terms of this Contract as respects MIHS for any negligent acts of Contractor; any insurance or self insurance program maintained by MIHS shall not contribute to Contractor's insurance obligations for its negligent acts hereunder.

L. **Types of Coverage Required.** Contractor is required to procure and maintain the following coverages indicated by a checkmark:

- 1. **Commercial General Liability.** Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering.
- 2. **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3. **Workers' Compensation.** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 4. **Professional Liability.** Professional Liability insurance (for health care, and health care related services) which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.
- 5. **Errors and Omissions Insurance.** Errors and Omissions Insurance, other than Professional Liability Coverage referenced above, which will insure and provide coverage for errors or omissions of the Contractor due to, but not limited to, internal and external theft, mismanagement, misuse, or inappropriate disclosure of electronic data, including protected health information as defined under HIPAA, or other technology errors or business interruptions related to the above listed coverages, with limits of no less than \$1,000,000 (or up to \$5,000,000 based on exposure risk) for each claim and \$3,000,000 (or up to \$15,000,000 based on exposure risk) in the aggregate.
- 6. **Directors and Officers Liability Coverage.** Directors and Officer Liability, with coverage limits at levels that are customary in the community for group medical practices.

23. ASSIST WITH DEFENSE IN LITIGATION

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

24. USE OF MIHS PROPERTY

- A. The Contractor shall not use MIHS premises, property (including equipment, instruments and supplies), or personnel for any purpose other than the performance of the duties under this Contract.
- B. Contractor will be responsible for any damages to MIHS property when such property is the responsibility of or in the custody of the Contractor, his employees or subcontractors.

25. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

26. NO WAIVER OF STRICT COMPLIANCE

Acceptance by MIHS of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations.

27. PROHIBITION AGAINST LOBBYING

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

28. QUALITY MANAGEMENT

Contractor shall fully cooperate with MIHS to fulfill any quality management program requirements undertaken by MIHS 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.

29. CERTIFICATION OF COST AND PRICING DATA

- A. The Contractor certifies that, to the best of its knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or mutually agreed upon date. The price(s) may be adjusted to exclude any amounts by which MIHS 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 MIHS that the price was increased because the cost or pricing data was inaccurate, incomplete or not current as off the date of certification. The certifying of cost or pricing data does not apply when federal or state law or regulations set contract rates.
- B. Where applicable, the Subcontractor's rate shall not exceed that of the Contractor's rate, as bid in the pricing sections, unless the Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Contractor, who in turn shall pass-through the costs to MIHS, without mark-up. A copy of the Subcontractor's invoice must accompany the Contractor's invoice.
- C. Contractor guarantees that MIHS 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 MIHS of price reductions to another such customer, upon discovery, MIHS may take any or all of the following actions:

1. Amend this Contract to give MIHS the benefit of the price reduction.
2. Determine the amount, which MIHS was overcharged, and submit a request for payment from the Contractor for that amount.
3. Take the necessary steps to collect any performance surety provided on the applicable contract.
4. Terminate this Contract, if it is currently in effect.

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

MIHS may utilize Contractor's name as one of its Contractors or vendors in its marketing literature. Use of the Contractor's name for any other purpose requires Contractor's prior approval.

While each party agrees to permit the other to use that party's address, photograph, telephone number, and description of services in its regulatory documentation or for marketing purposes, neither party may use the other party's name, symbols or trademarks, nor any proprietary information without prior written approval of the other party.

31. NO THIRD PARTY BENEFICIARY RIGHTS

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

32. TERM OF THIS CONTRACT AND RIGHT TO EXTEND

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

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

33. ADJUSTMENTS TO CONTRACT TERM AND PRICE

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

34. ASSIGNMENTS

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

35. SUBCONTRACTS

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

36. AMENDMENTS

- A. All Amendments to this Contract must be in writing and signed by both parties, except as otherwise provided in this paragraph.
- B. When MIHS 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 MIHS even if the amendment has not been signed by the Contractor, unless within that time the Contractor notifies MIHS in writing that it refuses to sign the amendment. If the Contractor provides such notification, MIHS will initiate a Dispute or Termination proceeding, as appropriate.
- C. MIHS 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 MIHS may assert its right to an equitable adjustment in compensation paid under this Contract. The Contractor or MIHS must assert its right to such adjustment within 30 days from the date of receipt of the change notice.

37. TERMINATION**A. Termination For Convenience**

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

B. Termination By Mutual Agreement

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

C. Termination For Cause

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

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

D. Immediate Termination

- (1) MIHS may terminate this Contract immediately when the life, health or safety of a Patient, Beneficiary, MIHS employee or MIHS Contracted employee is jeopardized by the activities or inactivities of Contractor.
- (2) MIHS may also terminate this Contract immediately, with notice to the Contractor, upon the occurrence of any of the following events:
 - a. Loss, restriction or suspension of Contractor's license, certification or other authority essential to its ability to perform its obligations under this Contract,
 - b. Insolvency, dissolution or bankruptcy of the Contractor.

E. Termination - Availability Of Funds

If any action is taken by any state agency, federal department, or any other agency, payer or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract or any other applicable Payer Contract, MIHS may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, MIHS 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. MIHS shall give written notice at least 10 days in advance of the effective date of any suspension, amendment, or termination under this section.

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

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

38. DEFAULT

MIHS 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. MIHS 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.

39. AVAILABILITY OF FUNDS

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

40. CONTRACTOR'S CONDUCT

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

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

Notice is given that pursuant to A.R.S. § 38-511 MIHS 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 MIHS 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 MIHS 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 MIHS from any other party to the Contract arising as the result of the Contract.

1. ORDER OF PRECEDENCE

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

3. STANDARDS AND LICENSURE

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

4. REFERRALS AND PROHIBITIONS AGAINST SOLICITATION

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

5. CLINICAL LABORATORY IMPROVEMENT ACT

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

6. CREDENTIALING

A. Contractor shall fully cooperate with MIHS to fulfill any credentialing requirements of MIHS, state or federal regulatory agencies, MIHS Payers if so required or other accreditation, licensing or credentialing authority, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS, which pertain to any services provided under this Contract.

B. Contractor must successfully complete the MIHS credentialing process prior to treating any MIHS Patients, and Contractor's continued participation under this Contract is contingent upon successful completion of the MIHS recredentialing process (recredentialing occurs at a minimum once every two years or more frequently if requested by MIHS).

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

C. Contractor shall provide MIHS with documentation that it is currently in good standing with all applicable state and federal regulatory agencies or other accreditation and licensing authorities, including, but not limited to, those agencies that have been granted Deeming Authority for Accreditation Organizations by CMS or NCQA, prior to the provision of service under this Contract. Thereafter, Contractor is to remain in good standing with all of the aforementioned agencies and authorities.

D. Contractor shall notify MIHS in writing within two working days after the Contractor receives notice by any organization of any change in the Contractor's professional status, including, but not limited to, suspension, termination, probation, resignation, or any other change in its licensure, qualifications or hospital privileges. This notice must be provided to MIHS by fax and followed by certified mail.

E. Contractor will immediately notify MIHS if it receives any restriction or any limitations to its licensure, accreditation or certification status, as well as any restriction or limitation on its practice or operations. Contractor shall also provide copies of any statement of deficiencies, corrective actions, plans and timelines for implementation, including those requested by MIHS.

F. Contractor shall immediately notify MIHS of any change in office location, telephone numbers and hours of business.

G. Contractors, who are not subject to any state or federal regulatory or accrediting body, shall fully comply with all MIHS policies, procedures, and standards.

7. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

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

8. IMMUNIZATION REQUIREMENTS

- A. Contractors who provide direct patient care at MIHS facilities: At the time the Contractor initially reports to work at any MIHS facility, that person shall present to MIHS designee evidence as follows:
- 1) proof of immunity or immunization in compliance with current MIHS immunization requirements or a signed declination statement.

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

- B. Contractors who do not provide direct patient care, but have direct patient contact at any MIHS facility (e.g., transportation): Contractor shall ensure that its employees, agents, and subcontractors meet minimum health standards. Upon request, the Contractor shall provide MIHS with a current health status report (within the past 12 months) for each of its employees, agents and subcontractors who have worked in a MIHS facility. The health status report shall include, without limitation,
- 1) proof of immunity or immunization in compliance with MIHS immunization requirements or a declination statement
 - 2) date of last complete physical exam
- C. Contractors who have potential occupational exposure to known or suspected MIHS TB patients: Contractors who are assigned to work where they may have potential occupational exposure to MIHS patients with known or suspected infectious tuberculosis will have been evaluated, fit tested, educated and provided with a NIOSH approved particulate respirator, or protective device consistent with state and federal regulatory standards by the Contractor. Each Contractor employee and subcontractors will bring their own TB particulate respirator or other protective device with them when assigned to work with MIHS patients.
- D. MIHS will provide, if the Contractor elects, the option to use the MIHS Employee Health Services Department to receive immunizations necessary to satisfy MIHS requirements at the then current posted MIHS fee schedule. Rates are subject to change annually and are established by MIHS on the First of July each year and will be provided to the Contractor upon request.

1. SERVICE GOAL

The objective of this agreement is to have a supplier to provide dental equipment, supplies, and services to support MIHS' daily dental operation, which will allow the Dental Clinics to continue to provide dental services to the public in a cost effective manner.

There are seven MIHS dental clinics throughout the valley as detailed below:

CHC Dental Clinic CHC 2601 E.Roosevelt Phoenix, AZ 85008	South Phoenix Dental Clinic 33 W. Tamarisk Phoenix, AZ 85041	Mesa Dental Clinic 59 S. Hibbert Mesa, AZ 85210	Chandler Dental Clinic 811 S. Hamilton Chandler, AZ 85225
Avondale Dental Clinic 950 E. Van Buren Avondale, AZ 85323	Glendale Dental Clinic 5141 W. Lamar Glendale, AZ 85301	McDowell Dental Clinic 1144 E. McDowell #4 Phoenix, AZ 85006	

2. INCORPORATION BY REFERENCE

All methods, procedures, techniques, etc. to be employed by the Contractor in performance of this Contract shall be as set forth in the Contractor's proposal submitted in response to MIHS Solicitation #90-11-186-RFP published on April 21, 2011, for Dental Supplies, Equipment & Services, as modified by agreement of the parties. The Contractor's proposal, as modified, is incorporated by reference as set forth in Attachment A – Contractor RFP Response.

3. SERVICE OBJECTIVES AND TASKS**OBJECTIVE 1:**

The contractor shall maintain a monthly overall average fill rate of **95%**. Contractor shall inform ordering department of any orders not filled and the availability date.

TASKS

- 1.1 MIHS' using departments may be able to place orders electronically utilizing a personal computer based online method if requested by MIHS in the future.

OBJECTIVE 2: METHOD OF OPERATION AND PROCEDURES:**TASKS****2.1 Equipments and Supplies:**

- a) All purchase requests must be accompanied by a valid purchase order, issued by the Purchasing Department for equipment and supplies. Shipment shall be delivered to location as indicated in purchase order.
- b) A packing slip or other suitable shipping documents shall accompany each shipment and shall include the following:
 - 1) Name and address of the Contractor

- 2) Name and address of the MIHS Department
- 3) Purchase order number
- 4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

TASKS

2.2 Delivery:

- a) Delivery is required FOB Destination within five (5) days of receipt of purchase order and shall be made inside to the location designated by MIHS. The Contractor shall notify Using Department of backorders and shall provide assistance in obtaining substitutes for backorders, when available, and /or expediting orders.

TASKS

2.3 Acceptance:

- a) Once the materials have been delivered, the Using Department shall have a reasonable opportunity to inspect them. The Using Department shall have three (3) days to perform its inspection of the materials, after which time the Materials shall be deemed accepted unless the Using Department rejects the materials.

OPTIONAL TASKS

2.4 Optional Service Agreement:

- a) **Henry Schein Pro- Service** service agreement shall be available if MIHS chooses to execute this option. If MIHS chooses to execute these services it shall be through a signed amendment.

MIHS reserves the right to add and/or delete products and/or services provided under this Contract. If a contractually required product or service is deleted, payment to the Contractor will be reduced proportionately. If additional services and/or products in furtherance of this Contract are required by MIHS from Contactor, such additional services or products and the related costs will be mutually agreed upon by both parties.

1. COMPENSATION

- A. Subject to the availability of funds, MIHS will, within 45 days from the date of receipt of an acceptable invoice, process and remit to the Contractor, a warrant for payment. Should MIHS make disallowance in the invoice, the invoice shall be processed for the reduced amount. Contractor shall be notified in writing of the amount and reasons for any disallowances and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment. Contractor will direct all invoice inquiries to the Accounts Payable Department at (602) 344-8405. If the Contractor does not understand or disputes the findings of the Accounts Payable Department, or if the Contractor does not believe that there has been a fair resolution of the issue, they may initiate the Disputes process in accordance with the Disputes clause of this Contract.
- B. The Contractor understands and agrees that MIHS will not honor any invoice submitted beyond the allowable time frame. Initial invoices for payment must be submitted within six months after date of service. Invoices must be resubmitted no more than 60 days after the date of service. Contractor understands and agrees that MIHS will not process any invoice for payment for services rendered prior to the Contract expiration date, which are submitted 60 days after the Contract expiration date without approval of the Chief Financial Officer.
- C. Contractor assumes sole and exclusive responsibility for payment of any Federal and State income taxes, Federal Social Security taxes and other mandatory governmental deductions or obligation, if any, and in connection therewith Contractor shall indemnify and hold MIHS harmless for any and all liability which MIHS may incur because of Contractor's failure to pay such taxes or obligations.

2. PRICING

A. During the term of this Contract, MIHS will pay the Contractor as specified below:

1) Retail price for Dental Supplies:

National Brand products: 0-25% of discount

Private Brand products: 0-25% of discount

2) Dental Equipment:

National Brand products: 0-35% of discount

3) **Optional Service** (Pro-Service) service agreement for dental equipment service and repair:

If MIHS chooses to execute this option it will be through an amendment.

3. METHOD OF PAYMENT

A. Contractor will provide separate invoices and mail to:

Maricopa Integrated Health System
Attention: Accounts Payable Department
P.O. Box 5233
Phoenix, Arizona 85010

B. Invoices must consist of the following information:

- Contractor's name
- Contract Number
- Purchase Order Number
- Federal Tax ID number
- Date(s) of service
- Total charge
- Itemized listing of services

This Agreement sets out the responsibilities and obligations of Henry Schein, Inc. ("Associate") as a business associate of Maricopa Integrated Health System (MIHS), a covered entity, under the Health Insurance Portability and Accountability Act (HIPAA) and pursuant to the Contract between Associate and MIHS.

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

Definitions for terms in this Agreement:

1. **Business Associate** means an entity that performs or assists in the performance of a function on behalf of a Covered Entity, which involves the use, or disclosure of Individually Identifiable Health Information as defined in 45 C.F.R. § 160.103. The terms "Business Associate" and "Contractor" are synonymous. Notwithstanding this definition, if Contractor does not have access to or create Protected Health Information under this Contract, Contractor is not a Business Associate, and the terms of this Agreement do not apply to Contractor.
2. **Individual** means the Individual who is the subject of the Protected Health Information.
3. **Individually Identifiable Health Information or Protected Health Information ("PHI")** means the health information that is created or received by a Covered Entity; and relates to the physical condition, mental health or other health condition of an Individual, or to the provision of health care to the Individual (including but not limited to the payment for such health care); and identifies or can be used to identify the Individual as defined in 45 C.F.R. § 160.103.

It is agreed concerning:

1. **Uses and Disclosures of Protected Health Information.** Associate will use and disclose PHI only for those purposes necessary to perform its duties, obligations and functions under the Contract, or as otherwise expressly permitted in this Agreement or required by other law. Associate will not use or further disclose any PHI in violation of this Agreement. Associate may use PHI to perform data aggregation services as permitted by 45 C.F. R. § 164.504(e)(2)(i)(B).

Associate agrees that anytime it provides PHI received from MIHS to a subcontractor or agent to perform Services for MIHS, Associate first will enter into a contract with such subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this Agreement.

2. **Associate Use or Disclosure of Protected Health Information for its Own Purposes.** Associate may use or disclose PHI received from MIHS for Associate's management and administration, or to carry out Associate's legal responsibilities. Associate may disclose PHI received from MIHS to a third party for such purposes only if:
 - a. The disclosure is required by law; or
 - b. Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify the Associate of any breaches in the confidentiality of the PHI.
3. **Safeguards.** Associate will implement and maintain appropriate safeguards to prevent any use or disclosure of PHI not otherwise permitted in this Agreement. Associate also will implement administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("e-PHI"), if any, that Associate creates, receives, maintains, and transmits on behalf of MIHS. Upon request of MIHS, Associate will provide evidence to MIHS that these safeguards are in place and are properly managed.
4. **Reports of Improper Use or Disclosure of Protected Health Information and of Security Incidents and Breaches.** Associate will report in writing to MIHS any use or disclosure of PHI not permitted by the contract between Associate and MIHS within five business days of Associate's learning of such use or disclosure.

Associate also will report in writing to MIHS any Security Incident of which Associate becomes aware within five business days of Associate learning of such use or disclosure. Specifically, Associate will report to MIHS any successful unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with system operations in an information system containing e-PHI of which Associate becomes aware. Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy e-PHI or interfere with system operations in an information system containing e-PHI, of which Associate becomes aware, provided that: (i) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and (ii) if the definition of "Security Incident" under the Security Standards is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy e-PHI, the portion of this Section 4 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.

5. **Obligations Regarding Associate Personnel.** Associate will appropriately inform all of its employees, agents, representatives and members of its workforce ("Associate Personnel"), whose services may be used to satisfy Associate's obligations under the Contract and this Agreement of the terms of this Agreement. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this Agreement. Associate will maintain a system of sanction for any Associate Personnel who violates this Agreement.
6. **Access to Protected Health Information.**
 - a. **MIHS Access.** Within five business days of a request by MIHS for access to PHI received from MIHS, Associate will make requested PHI available to MIHS.

- b. **Patient Access.** If a Patient requests access to PHI directly from Associate, Associate will within five business days forward such request in writing to MIHS. MIHS will be responsible for making all determinations regarding the grant or denial of a Patient's request for PHI and Associate will make no such determinations. Only MIHS will release PHI to the Patient pursuant to such a request.

7. **Amendment of Protected Health Information.**

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

8. **Accounting of Disclosures; Requests for Disclosure.**

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

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

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

9. **Access to Books and Records.**

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

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

11. **Return or Destruction of Protect Health Information.**

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

destruction of the PHI pursuant to the terms of this Section within fifteen days of the date of MIHS notice.

12. **Restrictions on Use or Disclosure of Protected Health Information.** If MIHS advises Associate of any changes in, or restrictions to, the permitted use or disclosure of PHI received from MIHS, Associate will restrict the use or disclosure of such PHI consistent with the MIHS instructions.
13. **Mitigation Procedures.** Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of PHI received from MIHS in a manner contrary to this Agreement or the Privacy Standards.
14. **Compliance with the HITECH Act.** Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations.

Associate will also comply with Section 13402 of the HITECH Act, codified at 42 U.S.C. § 17932, and with all regulations issued by HHS to implement this statute, as of the date by which Associates are required to comply with such referenced statutes and HHS regulations. Associate will make a report to the MIHS of any breach of unsecured protected health information, as required by 42 U.S.C. § 17932(b), within five business days of Associate's discovery of the breach. Associate will indemnify MIHS for any reasonable expenses MIHS incurs in notifying individuals of a breach caused by Associate or its subcontractors or agents.

15. **Miscellaneous.**

- a. **Compliance with Laws.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Should such developments occur, and upon either Party's good faith request, the other Party agrees to enter good faith negotiations concerning the terms of an amendment to this Agreement.
- b. **Construction of Terms.** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards and Security Standards issued by the Department of Health and Human Services.
- c. **No Third Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards and Security Standards, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- e. **Written Agreement.** This Agreement will be considered an attachment to the Contract, which is incorporated as though fully set forth within the Contract. This Agreement will govern in the event of conflict or inconsistency with any provision of Contract.

- f. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.
- g. **Facsimile and Electronic Signatures.** Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

1. _____ ("Associate") is a business associate of Maricopa Integrated Health System (MIHS) pursuant to the agreement between Associate and MIHS dated _____ ("Agreement"). Pursuant to that Agreement, Associate is required to comply with the requirements for the use and handling of Protected Health Information ("PHI") from MIHS as set forth in the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. 164.501 et. seq. as amended from time to time ("Privacy Standards").
2. Associate is permitted to disclose PHI to _____ ("Recipient") for the necessary management and administration of Associate and to carry out the legal responsibilities of the Associate, provided that Recipient provides Associate with the following assurances for Recipient's use and disclosure of PHI.
3. Associate seeks to disclose PHI to Recipient for the following management, administration or legal responsibilities of Associate: _____.
4. The disclosure of PHI to Recipient is conditioned upon Recipient's assurance that, and Recipient agrees that it will:
 - a. Hold the PHI confidentially and make no redisclosure to any third party without Associate's express advance written consent;
 - b. Use or disclose the PHI only as required by law or for the purposes set forth above; and
 - c. Notify Associate in writing of any breaches in the confidentiality of the PHI within three days of discovery of any such breach.

ASSOCIATE

RECIPIENT

BY: _____
SIGNATURE DATE

BY: _____
SIGNATURE DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

**AMENDMENT #1
TO THE CONTRACT**

BETWEEN

**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
dba:
MARICOPA INTEGRATED HEALTH SYSTEM
("MIHS")**

AND

**HENRY SCHEIN, INC.
("Contractor")**

- I. Pursuant to Section I, General Provisions, Paragraph 32, Term of This Contract and Right to Extend, the above named Contract is hereby amended as specified below.
 - a. Extend the contract term for one (1) year from July 1, 2014 to June 30, 2015. The aggregate contract term from its inception, will be July 1, 2011 to June 30, 2015.
- II. The effective date of this Amendment #1 shall be July 1, 2014 unless expressly stated otherwise.
- III. All other terms and conditions of the original Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

HENRY SCHEIN, INC.

**MARICOPA COUNTY SPECIAL HEALTH CARE
DISTRICT dba: MARICOPA INTEGRATED
HEALTH SYSTEM**

BY: Janet M. Barry 10/1/14
Signature Date

BY: [Signature]
Signature Date

Janet McBarry
Printed Name and Title

Steve Purves President & CEO
Printed Name and Title

Manager, Special Markets Operations

**AMENDMENT #2
TO THE CONTRACT**

BETWEEN

**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT
dba:
MARICOPA INTEGRATED HEALTH SYSTEM
("MIHS")**

AND

**HENRY SCHEIN, INC.
("Contractor")**

- I. Pursuant to Section I, General Provisions, Paragraph 32, Term of This Contract and Right to Extend, the above named Contract is hereby amended as specified below.
 - a. Extend the contract term for one (1) year from July 1, 2015 to June 30, 2016. The aggregate contract term from its inception, will be July 1, 2011 to June 30, 2016.
- II. The effective date of this Amendment #2 shall be July 1, 2015 unless expressly stated otherwise.
- III. All other terms and conditions of the original Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

HENRY SCHEIN, INC.

**MARICOPA COUNTY SPECIAL HEALTH CARE
DISTRICT dba: MARICOPA INTEGRATED
HEALTH SYSTEM**

BY: *Janet McCreary* 7/29/15
Signature Date

BY: *[Signature]* _____
Signature Date

Janet McCreary
Printed Name and Title

Steve Purves President & CEO
Printed Name and Title

*Manager
Special Markets Operations*