

**SERIAL 13163 RFP PHYSICAL THERAPY SERVICE NETWORK**

**DATE OF LAST REVISION: February 27, 2014 CONTRACT END DATE: February 28, 2017**

**CONTRACT PERIOD THROUGH FEBRUARY 28, 2017**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **PHYSICAL THERAPY SERVICE NETWORK**

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 **February 27, 2014**.

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/ua  
Attach

Copy to: Office of Procurement Services  
Pauline Hecker, Risk Management



## CONTRACT PURSUANT TO RFP

**SERIAL 13163-RFP**

This Contract is entered into this 27th day of February, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and PTPN (Physical Therapy Provider Network), an Arizona corporation ("Contractor") for the purchase of Physical Therapy Service Network Providers.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1<sup>st</sup> day of March, 2014 and ending the 28th day of February, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Any request for fee adjustments must be submitted sixty (60) days prior to the current 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 fee, 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.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
  - Company name, address and contact
  - County bill-to name and contact information
  - Contract serial number
  - County purchase order number
  - Invoice number and date
  - Payment terms
  - Date of service
  - Quantity

- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

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

3.3.3 Utilization Review shall be at no cost.

3.3.4 Centralized billing.

3.3.5 All bills must be submitted at the ICA fee schedule rates and further to the discounted agreed rate at no cost.

3.3.6 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.7 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.

3.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.4.1 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.

3.5 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.5.1 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

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this 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 County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment

only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**5.0 DUTIES:**

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**6.0 TERMS and CONDITIONS:**

**6.1 INDEMNIFICATION:**

- 6.1.1 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 negligent acts, errors, omissions, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

**6.2 INSURANCE:**

- 6.2.1 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.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 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.
- 6.2.11 Workers' Compensation:
- 6.2.11.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.6 ORDERING AUTHORITY.

6.6.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

6.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers)

may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

6.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

6.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

PTPN (Physical Therapy Provider Network)  
ATTN: Dawn Ripa, Executive Director  
7500 N. Dreamy Draw, Suite 135  
Phoenix, AZ 85020

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**6.10 TERMINATION FOR DEFAULT:**

- 6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**6.11 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.

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

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

**6.13 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 under this contract.

**6.14 ADDITIONS/DELETIONS OF SERVICE:**

- 6.14.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.15 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.16 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.17 AMENDMENTS:

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

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

6.18.1 In accordance with section MCI 371 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.

6.18.2 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.

6.18.3 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.

6.19 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**6.20 SEVERABILITY:**

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

**6.21 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**6.22 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

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

6.23.1 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.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 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.

**6.24 CONTRACTOR LICENSE REQUIREMENT:**

6.24.1 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.24.2 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) 542-1525 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.

**6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

6.25.1 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:

6.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.25.1.2 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;

6.25.1.3 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

6.25.1.4 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.

6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.25.3 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.

**6.26 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**6.27 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**6.28 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

**6.29 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:

6.29.1 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,

6.29.2 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.

**6.30 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.

**6.31 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

6.31.3 Exhibit B-1 (Vendor Response from RFP).

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

*Helene Fearon*  
AUTHORIZED SIGNATURE

*Helene Fearon, President PTPN-Arizona*  
PRINTED NAME AND TITLE

*7000 n. 16th Street, Phoenix, AZ 85020*  
ADDRESS

*2-17-2014*  
DATE

**MARICOPA COUNTY**

*[Signature]*  
CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

*3/21/14*  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

*[Signature]*  
LEGAL COUNSEL

*March 13 2014*  
DATE

**EXHIBIT A**

**PRICING**

SERIAL 13163-RFP  
 NIGP CODE: 94886  
 RESPONDENT'S NAME: PTPN (Physical Therapy Provider Network)  
 COUNTY VENDOR NUMBER :  
 ADDRESS: 7500 N. Dreamy Draw, Suite 135  
 Phoenix, AZ 85020  
 TELEPHONE NUMBER: 602-482-1331  
 FACSIMILE NUMBER: 602-482-1311  
 WEB SITE: [www.ptpn.com](http://www.ptpn.com)  
 CONTACT (REPRESENTATIVE): Dawn Ripa, Executive Director  
 REPRESENTATIVE'S E-MAIL ADDRESS: [dawn@ptpnaz.com](mailto:dawn@ptpnaz.com)

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ ]	[ X ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	X	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	X	_____ %
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			
[ X ] NET 30 DAYS			

**1.0 PRICING:**

1.1 Discount Percentage off of ICA Fee Schedule 45 %

1.1.1 Cost per session \$0.00 per session

1.1.1.1 Define how long typical session is: 1 hour

1.2 Utilization Review Cost No cost

1.3 Discount percent off for Specialized Services (FCE, Onsite visits, or other by reports services, etc) 38 %

1.4 Administrative Fees (explain if fee is per claim, referral or other) No Cost

ALL CHARGES WILL REFLECT CHARGES FROM THE ICA FEE SCHEDULE.

**EXHIBIT B**

**SCOPE OF WORK**

1.0 INTENT:

To provide Maricopa County with a contract for a Physical Therapy Service Network Provider to provide workers' compensation physical therapy described in section 2.0 of this document. It is the expectation that the successful contractor shall be able to provide Preferred Networks within the State of Arizona.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.6 and 2.7, below)

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 or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

The Risk Management Department intends to establish a Contract with a qualified Network Provider to perform physical qualifications tests and provide physical therapy services on an as-needed basis for Maricopa County employees.

2.1 **REQUIREMENTS:**

2.1.1 The following shall be expected of the provider and each requirement must be addressed in the proposal:

2.1.1.1 Communication:

2.1.1.1.1 Maricopa County and the employee's physician must be regularly informed on the employee's current status to prevent unnecessary treatments and to keep the focus on work-specific goals.

2.1.1.2 Work-Centered Focus:

2.1.1.2.1 A rehabilitation process which utilizes tasks that simulate the job and specific work terms rather than measurements which focus on range of motion or strength..

2.1.1.3 Personnel:

2.1.1.3.1 Licensed Physical Therapists with five (5) years of experience in occupational rehab.

2.1.1.4 Unsupervised Physical Therapy:

2.1.1.4.1 Maricopa County is interested in potential savings that could be achieved through the option of utilizing customized home exercise programs, when medically appropriate, during and post formal rehab.

2.1.1.5 Flexibility in Payment Structure:

2.1.1.5.1 Pricing must comply with the Industrial Commission of Arizona Fee (ICA) Schedule. Some examples are price per unit (CPT Codes 97001, 97002, 97010, 97110, 97112, 97140, 97035, 97530, 97545, 97014), a "day" rate which would include all evaluations, procedures and modalities in one day, or a firm-fixed price for all care required per diagnosis.

- 2.1.1.6 Monthly reports and annual program reviews.
- 2.1.1.7 Physical Therapy care granted and authorized will be exclusive to the awarded provider with the following exceptions:
  - 2.1.1.7.1 In rare cases when a specialist requests a specific therapist or regimen;
  - 2.1.1.7.2 If an employee lives outside of the reasonable service area and needs therapy on a frequent basis, physical therapy services may be used from a closer provider for convenience and to reduce mileage and over-time expenses.
- 2.1.1.8 The following company information for physical therapy services is requested to be included in the proposal:
  - 2.1.1.8.1 Average discount per procedure code per visit.
  - 2.1.1.8.2 Average number of modalities per visit
  - 2.1.1.8.3 Average visits per case
  - 2.1.1.8.4 Average number of re-evaluations per case (specify for the most common types of injuries)
  - 2.1.1.8.5 List of Specialized Therapy Services i.e. FCE's, Aquatic Therapy, Certified hand Therapist, etc.
- 2.1.1.9 With regard to billing, CONTRACTOR shall invoice the County after applying fee schedule and network discounts. **NO bills shall come directly from the therapist/clinics. All bills MUST go through the Physical Therapy Services Network for Utilization Review, and be re-priced to the fully discounted charges before submitting to the County for payment.**
- 2.1.1.10 Contractor's Physical Therapy Account Manager shall work with the County's Risk Management Workers' Compensation Department to ensure the County's reporting needs are being met. This will include but not necessarily be limited to standard management reports, provider profiling and analysis (e.g., identifying unnecessary treatment), ad hoc reporting needs and cost-controlling methods.
- 2.1.1.11 The following relates to Contractor's commitment of providing support personnel, and general onsite educational assistance throughout the term of the contract:
  - 2.1.1.11.1 Maricopa County shall have a dedicated local CONTRACTOR Account Manager, who will be the point of contact for Maricopa County.
  - 2.1.1.11.2 Local CONTRACTOR Account Manager shall correspond with Maricopa County's Risk Management Workers' Compensation Department regarding service issues through the County's Contact Relationship Manager (CRM) case documentation system.
  - 2.1.1.11.3 The CONTRACTOR's Account Manager shall attend the County's Quarterly Service Meetings.
- 2.1.1.12 Reporting:
  - 2.1.1.12.1 CONTRACTOR shall report number and dollar amount of claims processed each month on a summary and detail level by plan and account structure. Report shall be received by Maricopa County by the 5<sup>th</sup> of the following month.
  - 2.1.1.12.2 CONTRACTOR shall report monthly and year-to-date utilization reports totals of: top 10 modalities. Report shall be received by Maricopa County by the 5<sup>th</sup> of the following month.

2.1.1.12.3 CONTRACTOR shall provide an annual utilization and trend report including overall and plan level performance analysis and recommendations for improvements. Report must also include analysis of customer complaints and appeals. Report due to Maricopa County for year end June 30<sup>th</sup> by July 15<sup>th</sup> of each year.

2.1.1.12.4 CONTRACTOR shall provide an annual SAS 70 Audit Report and other reports, as required by the County's annual internal and/or external auditor. Report due to Maricopa County for year end June 30<sup>th</sup> by July 15<sup>th</sup> of each year.

2.1.1.12.5 CONTRACTOR shall provide performance guarantee metrics, **to** be documented by County and CONTRACTOR on an annual basis and due by July 15 of each year.

2.1.1.13 Customer Service:

2.1.1.13.1 Maricopa County prefers a dedicated customer service team available during the hours of 7:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

2.1.2 Implementation Plan:

2.1.2.1 CONTRACTOR will provide annually (due by July 15<sup>th</sup> yearly), a detailed implementation plan with mutually agreed upon tasks assignments and acknowledgment to maintain the agreed upon discount of 45% from the most current ICA Fee Schedule.

2.1.2.2 CONTRACTOR must comply with the most current Industrial Commission of Arizona Physical Therapy Fee Schedule for Arizona per A.R.S. § 32-1963.01

2.1.3 NETWORK:

2.1.3.1 PREFERRED NETWORK:

2.1.3.1.1 It is expected that Physical Therapy Contractor will propose a preferred network of Physical Therapy Clinics/providers where the County will receive a greater discount.

## EXHIBIT B-1

## VENDOR RESPONSE

Executive Summary

## Experience

Physical Therapy Provider Network (PTPN) is a rehabilitation network of independent therapists in private practice providing a full range of physical, occupational and hand therapy, including functional capacity evaluations, job site assessment, and internal care coordination. PTPN is made up of over 143 clinics statewide with 616 therapists- 115 clinics (with 6 pending for credentialing at this time) and 549 therapists in Maricopa County alone. These clinics all provide industrial rehabilitation and work management services to PTPN clients. PTPN has worked with many employers, payors and insurance carriers over the years to ensure cost-effective, superior rehabilitation services.

PTPN of Arizona has been in operation (as Arizona Therapy Providers or ATP) since 1993 and became a PTPN franchise in January 1997. PTPN National has been in operation since 1985. Many of our individual Arizona PTPN members have been providing industrial rehabilitation services for over 30 years.

## Excellence

PTPN's excellent reputation was built on a foundation of providing the best customer service possible. PTPN's central office is the nerve center for partnering with all of our employers and carriers. The Executive Director and Office Manager work closely with all entities involved to determine the needs for patient care and administrative preferences. The Board of Directors, as well as the Quality Assurance Committee, are involved in oversight and assurance to ensure the highest level of customer satisfaction is achieved for every client.

Unique to PTPN is our extensive Credentialing and Quality Assurance Program. All new clinics are thoroughly investigated and evaluated upon application to the network. PTPN's credentialing program exceeds those required by the National Committee for Quality Assurance (NCQA). The criterion used in our credentialing process assesses whether a therapist and therapy practice meet national and PTPN standards.

PTPN performs ongoing monitoring of licensure actions for any complaints on a monthly basis for all providers. Each therapist must be re-credentialed every 36 months and undergo monitoring throughout its contracted period with PTPN.

Through PTPN's independent reviewer, credentialing and Quality Assurance Committee, providers are monitored for practice patterns, treatment methods, utilization, results and documentation. Case management is provided by experienced rehabilitation therapists (a complete protocol for PTPN's credentialing and quality assurance program is available for review). PTPN's credentialing guidelines for therapist/assistant-staffing ratios are more stringent than the State of Arizona's statutory requirements.

The State of Arizona allows for a 1-to-3 ratio, allowing one therapist to have a total of three support personnel, but under PTPN guidelines- one therapist can have no more than two support personnel (aides and/or assistants, hour equivalents) in total. Each therapist can supervise at any given time either:

- One aide and one assistant
- Two assistants
- Two aides

PTPN meets all requirements for federal, state and local licensure for operation of a physical therapy facility. PTPN's staff includes appropriate licensed, registered and certified physical and occupational therapists. Only certified physical and occupational therapists shall provide treatment to injured employees.

All physical therapists' and occupational therapists' licenses and resumes are verified through the state licensing agencies for an adverse indication to their license, a copy of which is available for review in the PTPN office.

To further ensure the experience and professionalism of each PTPN therapist, PTPN utilizes the National Practitioner Data Bank (NPDB) review process for each therapist in the PTPN network. The entire NPDB process is available at the PTPN office for review at any time.

The NPDB was established to encourage the peer review process and to improve the quality of healthcare. Responsibility and oversight for NPDB resides in the Bureau of Health Professions, Division of Quality Assurance, Health Resources, and the U.S. Department of Health and Human Resources. NPDB information is an important supplement to comprehensive and careful review of a practitioner's professional credentials. The NPDB provides information on specific areas of a practitioner's licensure, professional society membership(s), medical malpractice payment history and record of adverse actions on clinical privileges.

PTPN ensures that all therapists who provide physical therapy services for Maricopa County are licensed to perform such services in Arizona. In addition, PTPN physical therapy assistants are certified or approved by the State of Arizona or an appropriate agency. For the purpose of these ratios, athletic trainers, exercise physiologists, massage therapists, etc., are classified as aides unless they also are approved or certified as assistants.

### **Utilization Review**

PTPN has developed an internal utilization review program. The purpose of this program is to maintain a comprehensive and coordinated process that promotes and monitors the effective delivery of therapy services by PTPN providers. PTPN contracts with an Independent Reviewer (an Arizona licensed physical therapist) who oversees this program.

PTPN's Quality Assurance Committee reviews the criteria used as part of this review process, reviews statistics provided by the independent reviewer on a quarterly basis.

### **Non-surgical**

Provider sends request to PTPN for initial authorization on an injured worker for therapy. PTPN contacts the appropriate adjuster for authorization of up to a maximum of 6 visits. If additional authorization is requested after 6 visits, the request must be submitted to the Independent Reviewer with documentation to support the medical necessity of continued visits.

If the Independent Reviewer agrees with continued care, the authorization request is forwarded to the appropriate adjuster for final determination. If the Independent Reviewer is not able to approve the proposed care based on the available information, he or she requests to speak with the treating therapist for clarification. If the Independent Reviewer still determines at that time that no further care is indicated, the information is documented and forwarded to the appropriate adjuster for final determination.

A recommendation for denial of additional care is not made by the PTPN Independent Reviewer without phone contact with the provider and final determination is always made by the adjuster. The Independent Reviewer obtains and reviews any necessary clinical information and uses clinical guidelines and criteria based on professionally recognized standards of practice, in addition to his or her clinical expertise, to determine the medical necessity of proposed care.

### **Surgical**

Provider sends request to PTPN for initial authorization on an injured worker for therapy. PTPN contacts the appropriate adjuster for authorization of up to a maximum of 12 visits. If additional authorization is requested after 12 visits, the request must be submitted to the Independent Reviewer with documentation to support the medical necessity of continued visits.

If the Independent Reviewer agrees with continued care, the authorization request is forwarded to the appropriate adjuster for final determination.

If the Independent Reviewer is not able to approve the proposed care based on the available information, he or she requests to speak with the treating therapist for clarification. If the Independent Reviewer still determines at that time that no further care is indicated, the information is documented and forwarded to the appropriate adjuster for

final determination. Denial of additional care is not made by the PTPN Independent Reviewer without phone contact with the provider.

### **Timely, Customized Reporting Capabilities**

Communication and timeliness of documentation between physician, employer, adjuster, case manager and therapist is essential in the treatment and return to work of the injured worker. The experience of PTPN providers and their ability to document functional performance for patients as it pertains to the essential functions of the job, results in the proven success and trust experienced by our clients.

PTPN will also include reports from the PTPN Outcomes Program, powered by FOTO- the first outcomes measurement system for rehabilitation that will:

- Track each patient's functional improvement during physical therapy or occupational therapy.
- Enhance authorization and case management decisions with actual data.
- Measure therapy outcomes.
- Monitor provider efficiency.

The PTPN Outcomes Program- FOTO- is further described in 2.0 Scope of Work, Section 2.1.1.2.1.

### **Outstanding Customer Service**

PTPN offers a statewide, centralized scheduling system that can be accessed through a toll-free telephone number, as well as through local Phoenix telephone numbers. The referral source faxes, e-mails or calls the PTPN office with the patient information. PTPN contacts the patient to set up the initial therapy appointment at the nearest PTPN location determined by rehabilitative needs, geographical convenience, and/or diagnosis. PTPN is currently utilizing this scheduling system with several employer groups with referrals from several of the Occupational Medical Facilities in the state with excellent results.

*PTPN guarantees placement of a patient into therapy within 24 hours, and when necessary, placement can be made within hours.*

### **Summary of PTPN Qualifications**

- PTPN therapists only pay membership fees for administrative services- the Executive Office does not receive a percentage of billed charges. There is no financial incentive for PTPN to bill for services that are not medically necessary
- Centralized scheduling and billing
- Understands government business and processes- PTPN has provided services to the following government entities:
  - Arizona Counties Insurance Pool (comprised of 11 rural Counties)
  - Maricopa County 2001-Present
  - Mesa Public Schools
  - Southwest Risk Services (74 incorporated municipalities/League of Cities and Towns)
  - City of Tucson
  - Maricopa Community Colleges
  - State of Arizona
- PTPN's credentialing program exceeds those required by the National Committee for Quality Assurance (NCQA). The criterion used in the credentialing process assesses whether a therapist and therapy practice meet national and PTPN standards.
- PTPN's credentialing guidelines for therapist/assistant-staffing ratios are more stringent than the State of Arizona's statutory requirements
- Centralized scheduling- patient seen for initial therapy visit within 24 hours

- Cost savings reflected by decrease in utilization and additional discount off Arizona State Fee Schedule

Proposal

PTPN shall provide a statewide network comprised of full-service therapy facilities that includes but is not limited to:

- i. Certified Hand Therapists
- ii. Aquatic Therapy
- iii. FCE's
- iv. Weight Training
- ii. Flexibility Training
- iii. Electrical Stimulation
- iv. Manual Manipulation
- v. Ultrasound/Phonophoresis Treatment.

**2.0 SCOPE OF WORK**

2.1 Requirements

2.1.1. The following shall be expected of the provider and each requirement must be addressed in the proposal:

2.1.1.1. Communication:

- 2.1.1.1.1. Maricopa County and the employee's physician must be regularly informed on the employee's current status to prevent unnecessary treatments and to keep the focus on work-specific goals.

Status reports, which include the therapist's recommendations, are provided to the physician at each office visit (or at least 2 weeks), informing the physician of the patient's current progress and/or performance levels.

2.1.1.2. Work-Centered Focus:

- 2.1.1.2.1. A rehabilitation process which utilizes tasks that simulate the job and specific work terms rather than measurements which focus on range of motion or strength.

A unique rehabilitation plan is developed for each patient, consisting of specific goals tailored to their full duty job responsibilities. These goals are designed to improve strength, range of motion, endurance, balance, perception and/or body mechanics, and are incorporated into the rehabilitation plan to ensure a safe return to modified or full duty as soon as possible.

PTPN therapists understand the primary goal is returning the patient to work, whether to a light duty status or full work. During the initial evaluation, the therapist identifies the patient's physical deficits along with limitations and functional abilities. Once the patient is able to function at a modified duty level, the therapist shifts the focus to achievement of full duty responsibilities and requirements. Based upon his or her in-depth evaluation, the therapist identifies the patient deficiencies requiring rehabilitation and systematically works towards eliminating those deficiencies.

PTPN isn't afraid of utilizing outcome measurements that truly indicate how well our facilities and patients are performing. Unlike other therapy networks, PTPN uses two unique, quantitative programs to measure therapist and patient outcomes:

1. Therapist Outcomes:

The PTPN Rehab Outcomes Index (ROI) is a scientifically validated third-party system that measures the quality and efficiency of our providers and our network. It tracks patients' ability to function, how that ability improves during treatment, and generates predictions for treatment outcomes based on the nation's largest database of rehab outcomes. The system then compares PTPN therapists' performance to these nationally recognized benchmarks, showing how and where PTPN providers excel.

2. Patient Outcomes:

PTPN's commitment to measuring treatment efficiency and effectiveness is unique among outpatient rehabilitation networks. The PTPN Outcomes Program is run by an independent outcomes measurement database and reporting service, FOTO, to ensure objectivity and validity. This program, powered by FOTO, is supported by PTPN's Quality Assurance and Credentialing programs.

Focus On Therapeutic Outcomes, Inc, (FOTO) is the oldest, largest and most experienced national outcomes database and is THE medical rehabilitation partner- providing patient evaluation tools and aggregate data management services that improve stakeholder value and maximize industry communication on the effectiveness of care. Throughout the years, FOTO has collected quality outcome data on approximately 2.5 million episodes of care.

Here's how it works:

- Patients complete a short computerized or paper survey at intake indicating how their condition is affecting their daily functioning.
- Using a database of 2 million current rehab cases, the system compares that patient to like patients, based on more than 10 risk-adjustment factors, including age, health status and acuity. The system then predicts how much functional improvement that patient is likely to achieve over how many visit. This prediction can be used for utilization management activities such as case management and authorization review.
- The patient takes the functional status survey again at discharge to determine how much improvement was actually achieved over the course of treatment. This discharge survey also includes questions that measure overall patient satisfaction. The patient may also take the survey at points during treatment to measure incremental progress.
- Based on the data collected, PTPN providers can compare their performance to national benchmarks.

Here are some of the ways in which the PTPN Outcomes Program delivers better results than traditional therapy management methods:

Traditional Methods	PTPN Outcomes Program
Short-term savings via truncated treatment or inappropriate denial of care.	Long-term savings on the total cost of care via achievement of optimal patient improvement and measurement of provider efficiency.
Lack of focus on actual patient needs.	Individualized treatment based on scientifically validated risk adjustment.
Potential for re-injury or prolonged illness (and associated medical costs and dissatisfaction) due to lack of appropriate care.	Reduced risk of re-injury or prolonged illness.
Patient dissatisfaction with limits on care and less than optimal outcomes.	Patient satisfaction with positive outcomes and individualized treatment approach.
Inefficiencies and errors arising from subjective, arbitrary and/or overly broad treatment guidelines.	Efficiencies and precision obtained by using a scientifically validated, data-focused and patient specific therapy management tool.
Providers “gaming the system” to maximize profit within treatment and reimbursement restrictions.	Providers are accountable for maximizing patient improvement and cost efficiency.

*PTPN would be happy to supply Maricopa County copies of the PTPN Rehab Outcomes Index (ROI )and FOTO reports.*

2.1.1.3. Personnel:

2.1.1.3.1 Licensed Physical Therapists with five (5) years of experience in occupational rehab.

All PTPN licensed Physical Therapists have five (5) years of experience in occupational rehab. PTPN’s credentialing program exceeds those required by the National Committee for Quality Assurance (NCQA). The criterion used in our credentialing process assesses whether a therapist and therapy practice meet national and PTPN standards. Through PTPN’s independent reviewer, credentialing and Quality Assurance Committee, providers are monitored for practice patterns, treatment methods, utilization, results and documentation. Case management is provided by experienced rehabilitation therapists (a complete protocol for PTPN’s credentialing and quality assurance program is available for review). PTPN’s credentialing guidelines for therapist/assistant-staffing ratios are more stringent than the State of Arizona’s statutory requirements.

2.1.1.4. Unsupervised Physical Therapy:

2.1.1.4.1 Maricopa County is interested in potential savings that could be achieved through the option of utilizing customized home exercise programs when medically appropriate during and post formal rehab.

PTPN will place emphasis and recommend customized home exercise programs when medically appropriate during and post formal rehab.

2.1.1.5. Flexibility in Payment Structure:

2.1.1.5.1 Pricing must comply with the Industrial Commission of Arizona Fee (ICA) Schedule. Some examples are price per unit (CPT Codes 97001, 97002, 97010, 97110, 97112,

97140, 97035, 97530, 97545, 97014) a day rate which would include all evaluations, procedures and modalities in one day or a firm-fixed price for all care required per diagnosis.

PTPN will comply with the Industrial Commission of Arizona Fee (ICA) Schedule which include all evaluations, procedures and modalities in one day or a firm-fixed price for all care required per diagnosis.

2.1.1.6. Monthly reports and annual program reviews.

PTPN will provide PTPN Rehab Outcomes Index (ROI) and FOTO reports on a monthly basis. PTPN will also provide annual program reviews.

2.1.1.7 Physical Therapy care granted and authorized will be exclusive to the awarded provider with the following exceptions:

2.1.1.7.1. In rare cases when a specialist requests a specific therapist or regimen.

2.1.1.7.2. If an employee lives outside of the reasonable service area and needs therapy on a frequent basis, physical therapy services may be used from a closer provider for convenience and to reduce mileage and over-time expenses.

PTPN acknowledges and will comply with this section.

2.1.1.8 The following company information for physical therapy services is requested to be included in the proposal:

2.1.1.8.1. Average discount per procedure code per visit

2.1.1.8.2. Average number of modalities per visit.

2.1.1.8.3. Average visits per case.

2.1.1.8.4. Average number of re-evaluations per case (specify for the most common types of injuries)

2.1.1.8.5. List of Specialized Therapy Services i.e. FCE's, Aquatic Therapy, Certified Hand Therapist

PTPN will include all items 2.1.1.8.1 through 2.1.1.8.5 on Attachment A: Pricing.

2.1.1.9 With regard to billing, CONTRACTOR shall invoice the County after applying fee schedule and network discounts. NO bills shall come directly from the therapists/clinics. All bills MUST go through the Physical Therapy Services Network for Utilization Review, and be re-priced to the fully discounted charges before submitting to the County for payment.

PTPN will have centralized billing through the PTPN Executive Office.

2.1.1.10 Contractor's Physical Therapy Account Manager shall work with the County's Risk Management Workers' Compensation Department to ensure the County's reporting needs are being met. This will include but not necessarily be limited to standard management reports, provider profiling and analysis (e.g., identifying unnecessary treatment), ad hoc reporting needs and cost-controlling methods.

Dawn Ripa, Account Manager, will work the Department to ensure the County's reporting needs are met.

2.1.1.11 The following relates to Contractor's commitment of providing support personnel, and general onsite educational assistance throughout the term of the contract:

2.1.1.11.1 Maricopa County shall have a dedicated local CONTRACTOR Account Manager, who will be the point of contact for Maricopa County.

Dawn Ripa, Account Manager is located in Phoenix, Arizona, and will be the point of contact for Maricopa County.

2.1.1.11.2 Local CONTRACTOR Account Manager shall correspond with Maricopa County's Risk Management Workers' Compensation Department regarding service issues through the County's Contract Relationship Manager (CRM) case documentation system.

2.1.1.11.3 The CONTRACTOR's Account Manager shall attend County's Quarterly Service Meetings.

Dawn Ripa, Account Manager, will correspond with the Department through the CRM system and will attend Quarterly Service Meetings.

2.1.1.12 Reporting

2.1.1.12.1 CONTRACTOR shall report number and dollar amount of claims processed each month on a summary and detail level by plan and account structure. Report shall be received by Maricopa County by the 5<sup>th</sup> of the following month.

2.1.1.12.2 CONTRACTOR shall report monthly and year-to-date utilization reports totals of: top 10 modalities. Report shall be received by Maricopa County by the 5<sup>th</sup> of the following month.

2.1.1.12.3 CONTRACTOR shall provide an annual utilization and trend report including overall and plan level performance analysis and recommendations for improvements. Report must also include analysis of customer complaints and appeals. Report due to Maricopa County for year end June 30<sup>th</sup> by July 15<sup>th</sup> of each year.

2.1.1.12.4 CONTRACTOR shall provide an annual SAS 70 Audit Report and other reports, as required by the County's annual internal and/or external auditor. Report due to Maricopa County for year end June 30<sup>th</sup> by July 15<sup>th</sup> each year.

2.1.1.12.5 CONTRACTOR shall provide performance guarantee metrics, to be documented by County and CONTRACTOR on an annual basis and due by July 15<sup>th</sup> of each year.

PTPN agrees to provide all reports outlined in 2.1.1.12.1 through 2.1.1.12.5.

2.1.2 Implementation Plan:

2.1.2.1 CONTRACTOR will provide annually (due by July 15<sup>th</sup> yearly), a detailed implementation plan with mutually agreed upon tasks, assignments, including a fee to offset costs. Discount percentage including a discount from the ICA Fee Scheduled (Attachment A)

2.1.2.2 CONTRACTOR must comply with the most current Industrial Commission of Arizona Physical Therapy Fee Schedule for Arizona per A.R.S. §36-1963.01 (Attachment A-1).

PTPN will comply with the implementation plan and pricing outlined in 2.1.2.1 and 2.1.2.2

2.1.3 Network

2.1.3.1 PREFERRED NETWORK

2.1.3.1.1 It is expected that Physical Therapy Contractor will propose a preferred network of Physical Therapy Clinics/providers where the County will receive a greater discount.

PTPN will comply with 2.1.3.1.1. A list of clinic locations in Maricopa County is included in 4.6.5 of the Serial 13163 RFP. If requested, PTPN can also supply a statewide list of all locations within Arizona.

## 2.2 USAGE REPORTS

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

PTPN agrees to furnishing the County a quarterly usage report as described in 2.2

## 2.3 INVOICES AND PAYMENTS

2.3.1 The Respondent shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address, and contact
- County bill-to-name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

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

2.3.3 Utilization Review shall be at no cost.

2.3.4 Centralized billing.

2.3.5 All bills must be submitted at the ICA fee schedule rates and further to the discounted agreed rate at no cost.

2.3.6 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

PTPN agrees to comply with all items 2.3.1 through 2.3.6.

## 2.4 TAX (SERVICES):

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

PTPN agrees to 2.4.

**2.5 DELIVERY:**

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

PTPN agrees to 2.5.

**2.6 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.

PTPN does not wish to participate in the \$AVE cooperative purchasing group.

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

Country current holds ICPA's with numerous government 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.

PTPN does not wish to participate in the Intergovernmental Cooperative Purchasing Agreements (ICPA's).

**Qualifications**

The PTPN organization is comprised of devoted therapy professionals- entirely devoted to ensuring Maricopa County employees receive quality medical care, without the sacrifice of effectiveness or efficiency.

The Executive Director, Dawn Ripa, and her staff will 100% dedicated to the implementation and day-to-day operations for the Maricopa County program:

Helene Fearon, PT – PTPN President

In private practice for twenty-six (26) years, Helene specializes in FCE's, work injury management and developing job descriptions for employers. She serves as a consultant to several national medical review and insurance companies implementing utilization policies. She has served as the president of Arizona's Board of Physical Therapy licensure and is the American Physical Therapy Association's representative to the American Medical Association's (AMA) Current Procedural Terminology (CPT) process, and in that role, represents non-physicians on the AMA's CPT Editorial Panel.

Cynthia Driskell, PT – PTPN Vice President

In private practice for thirty (30) years, Cynthia received her Physical Therapy degree from the University of Missouri in 1979. She served as President of the Arizona Physical Therapy Association, Chief Delegate for the Arizona Physical Therapy Association and President for the Arizona Board of Physical Therapy Examiners.

**Rhea Cohn, PT, DPT- Utilization and Peer Review**

With over thirty (30) years of professional experience as a physical therapist, including roles as a senior manager, educator, clinician, consultant and peer review, Ms. Cohn expanded her work experience as Director of Workers Compensation Business Operations at the National Rehabilitation Hospital in Washington, DC. This opportunity required close collaboration with the workers compensation community including payers, case managers, employers and adjusters including Utilization Peer Review.

**Board of Directors**

The PTPN Board of Directors is involved in major decisions or issues pertaining to the business of PTPN.

**Dawn Ripa- Executive Director**

As PTPN Executive Director, Ms. Ripa is responsible for operational processes and maintaining a rehabilitation network, which meets and exceeds the needs of Arizona's employers. She has been involved in all administrative aspects of the rehabilitation industry for over thirty (30) years. She served as Executive Director for PTPN for thirteen (15) years. Additionally, Ms. Ripa has the authority to handle the daily operations of the business, and all account management and development.

**Dee Dee Williams- Referral Coordinator**

As Referral Coordinator, Ms. Williams is responsible for the operational scheduling of patients, ensuring they receive treatment in a timely and convenient manner, while developing ongoing physician and clinic relationships.

**ARIZONA THERAPY PROVIDERS dba PTPN, 7500 N DREAMY DRAW, STE 135, PHOENIX, AZ 85020**

PRICING SHEET: NIGP CODE 94886

Terms:	NET 30
Vendor Number:	2011004533 0
Telephone Number:	602-482-1331
Fax Number:	602-482-1311
Contact Person:	Dawn Ripa
E-mail Address:	<a href="mailto:dawn@ptpnaz.com">dawn@ptpnaz.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>February 28, 2017.</b>