

SERIAL 16040 RFP MEDICAL LABORATORY SERVICES

DATE OF LAST REVISION: April 20, 2016

CONTRACT END DATE: March 31, 2018

CONTRACT PERIOD THROUGH MARCH 31, 2018

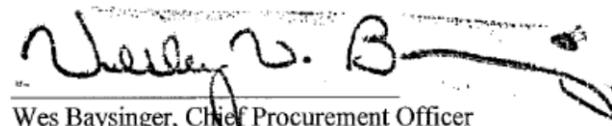
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MEDICAL LABORATORY SERVICES**

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 **April 20, 2016 (Eff. 04/01/16)**.

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.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Robert Bearnson, Correctional Health Services

(Please remove Serial 09088-S from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 16040-RFP

This Contract is entered into this 20th day of April, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and BioReference Laboratories, Inc., a New Jersey corporation ("Contractor") for the purchase of medical/clinical laboratory services and computerized test results to patients in Maricopa County jail and detention facilities.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 1st day of April, 2016 and ending the 31st day of March, 2018.
- 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 four (4) additional 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment 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.
- 2.2 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. Incomplete invoices will not be processed. 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
- Name and booking number of each patient to whom service was provided
- Name/identifier of CHS facility for which services were provided
- Name of medical provider who requested the service
- Payment terms
- Date of service
- Itemized breakdown of each cost involved
- Contract Item number(s)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

3.3.3 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>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 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 INTERFACE IMPLEMENTATION FOR ELECTRONIC HEALTH RECORD SYSTEM:

3.4.1 The Respondent shall complete the required interface with the current Maricopa County Electronic Health Records System within twenty one (21) days of the Notice to Proceed or Purchase Order issuance by the County. The Respondent shall demonstrate to the County an acceptable plan for implementation as part of their response to this solicitation. The County intends to negotiate liquidated damages in the final contract with the successful respondent to ensure compliance with these requirements.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

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

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

3.7.1 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.

3.8 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.8.1 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 may 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:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses

(including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

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 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.

6.2.7 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.

6.2.8 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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 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 \$1,000,000 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 or use or maintenance of the Premises under this Contract.

6.2.10 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 Medical Mal –

Medical Malpractice insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for Medical Malpractice of the Contractor, with limits of no less than \$5,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, 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.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 FORCE MAJEURE

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES:

6.4.1 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.

6.4.2 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.

6.5 INSPECTION OF SERVICES:

6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work

performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.5.4.2 Terminate the Contract for default.

6.6 **REQUIREMENTS CONTRACT:**

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

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

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

6.7 **Background Check:**

Contractors need to be aware that there may be multiple background checks (Sheriff's Office – Detention and Sheriff's Office Facilities Security Guidelines and Prison Rape Elimination Act (PREA), County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.9 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.9.1 Cancel the stop-work order; or

6.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.11.2 Make progress, so as to endanger performance of this contract; or

6.11.3 Perform any of the other provisions of this contract.

6.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

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 any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 CONTRACTOR LICENSE REQUIREMENT:

6.13.1 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.

6.13.2 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.

6.14 SUBCONTRACTING:

6.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.15 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.

6.16 ADDITIONS/DELETIONS OF SERVICE:

6.16.1 The County reserves the right to add and/or delete materials and services 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 or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.16.2 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.

6.17 VALIDITY:

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 the Contract.

6.18 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.

6.19 RIGHTS IN DATA:

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

6.20 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

6.21.1.2 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;

6.21.1.3 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

6.21.1.4 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.

6.21.2 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.

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

6.22.1 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.

6.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.22 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.

6.23 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:

6.23.1 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,

6.23.2 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.

6.24 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS.

6.24.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.24.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.24.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

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

6.25.1 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.

6.25.2 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.

6.25.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

6.26 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.

6.27 OFFSET FOR DAMAGES;

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

6.28 PUBLIC RECORDS:

Under Arizona law, 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 and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary 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 from disclosure. The Records Manager of

the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.29 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.

6.30 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.

6.31 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.32 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

6.33 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.

6.34 INCORPORATION OF DOCUMENTS:

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

- 6.34.1 Exhibit A, Pricing;
- 6.34.2 Exhibit B, Scope of Work;
- 6.34.3 Narrative

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:

BioReference Laboratories, Inc.
Attn: Sujaya Swaroop
481 Edward H Ross Drive
Elmwood Park, NJ 07407-3118

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

**EXHIBIT A
PRICING**

SERIAL 16040-RFP
 NIGP CODE:
 RESPONDENT NAME: BioReference Laboratories, Inc.
 VENDOR NUMBER : _____
 ADDRESS: 481 Edward H. Ross Drive
Elmwood Park, NJ 07407-3118
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 201-791-2600
 FACSIMILE NUMBER: 201-791-1941
 WEB SITE: www.bioreference.com
 REPRESENTATIVE: Sujaya Swaroop
 REPRESENTATIVE E-MAIL: sswaroop@bioreference.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER 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)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[X] 5% 30 DAYS NET 31 DAYS

1.0 PRICING:

ITEM DESCRIPTION

<u>ITEM DESCRIPTION</u>	INDICATE (+) or (-) AHCCCS Pricing	INDICATE (+) or (-) Pricing
1.1 Indicate (+) or (-) AHCCCS Pricing, Percentage off of AHCCCS pricing	_____ -30%	
1.2 Indicate (+) or (-) Pricing, percentage above or below AHCCCS pricing - Additional tests not recognized by AHCCCS (<u>Notes to Buyer minus -70% applies to BioReference Published Fees</u>)		_____ -70%

Notes for Buyer: Tests not performed by BioReference Laboratories, Inc. (send out tests) shall be priced at the fee offered to BioReference plus a \$10 processing fee.

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

The intent is to procure the services of a qualified contractor to provide medical/clinical laboratory services and computerized test results to patients in Maricopa County jail and detention facilities. These services will be provided at Maricopa County Correctional Health Services (CHS) facilities and other approved sites. Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Contractors shall provide medical/clinical services based upon current AHCCCS "standard pricing" in effect, on Attachment A (pricing page). The County will adopt any changes and effective dates which are made to the AHCCCS fee schedule/compensation listings by AHCCCS.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 3.7 and 3.8 above).

2.0 SCOPE OF WORK:

2.1 BACKGROUND

Contractor shall provide laboratory services to Maricopa County Correctional Health Services (CHS), as defined herein. CHS is the provider of medical, dental and mental health services for the Maricopa County jail system located in Phoenix, Arizona. The jail system is the sixth largest in the United States servicing a daily jail population of approximately 8,500 and 100,000 incarcerated individuals annually. The selected Contractor shall provide comprehensive laboratory services to include timely completion of laboratory tests (per contractor defined turnaround time schedule), order entry and results receiving capabilities from CHS computer workstations, provider results reporting access via internet portal, as well as 24-hour-a-day consultative services by a department laboratory staff. Laboratory services shall be provided at contractor approved sites.

This solicitation requires the contractor to provide all computer hardware and/or equipment, order entry and result reporting software, and supplies and may include installation of wiring to be compliant with the requirements of this solicitation. Equipment is located in each clinic and may include a dedicated laboratory order entry computer and label printer. The contractor is expected to provide various supplies which are integral to compliance with this solicitation. This solicitation requires written definitions /methodologies sample reports/forms, copies of certifications or licensing. Please, carefully review this solicitation, to be fully compliant. In the case that a written response is required, clearly identify your response(s) to the specific requests and the specific section of this solicitation your response addresses. These responses shall be clearly identified and attached as amplifying information.

2.2 PROGRAM OVERVIEW:

The Contractor shall address laboratory service requirements for CHS in full compliance with the requirements/agreement as defined herein. Contractor services shall be defined as specialized laboratory services including a comprehensive laboratory services program, for CHS. The successful Contractor shall demonstrate a minimum of five (5) years prior hospital laboratory and/or correctional health laboratory management experience with similar size and population as the Maricopa County Jail and Detention facilities and be able to provide laboratory services and professional consultation within this scope. Contractor services provided shall be in complete compliance with all current governing federal, state and local laws, statutes, rules and regulations.

Contractor as part of the response shall outline a laboratory service program for six (6) county jails containing nine (9) patient care service areas with a daily patient population of approximately

8,200 with an average length of stay (LOS) of twenty-seven (27) days. All jail locations are located within a thirty-five (35) block radius. Current locations include:

1. 4th Avenue - average census 1900 (includes intake and outpatient clinic)
2. Durango - average census 1500
3. Estrella - average census 900
4. Towers- average census 800
5. Tent City (Estrella Support)- average census 800
6. Lower Buckeye- average census 2000 (includes 60 bed infirmary, six (6) mental health units totaling 260 beds and an outpatient clinic)

CHS provides medical, dental and mental health services through a combined medical staff of doctors, psychiatrists, nurse practitioners and physician assistants. The average number of patients processed through initial intake is over 100,000 annually with an average daily intake volume of 275+ patients per day. Laboratory requests processed per month average 4,500.

An implementation work plan and proposed laboratory order entry system shall be provided by the Contractor as part of the response. The Contractor's implementation plan will address each of the items outlined in the scope of work in addition to a conversion plan from the current contractor.

2.3 DEFINITIONS:

As used throughout this Contract, the following terms shall have the meanings set forth herein:

- 2.3.1 "Contract" means this document and all attachments hereto.
- 2.3.2 "Contractor" means the person, group, firm or organization, listed on the Cover Page of this Contract and shall include all of its agents, employees or Subcontractors.
- 2.3.3 "Contract Administrator" means the person designated by the CHS Director to monitor contract status and compliance.
- 2.3.4 "Correctional Health Services" (CHS) means a department of Maricopa County that provides various health care professional services to patients housed in County correctional and detention facilities.
- 2.3.5 "County" means Maricopa County and is synonymous with CHS.
- 2.3.6 "Days" means calendar days unless otherwise specified.
- 2.3.7 "Department" is synonymous with CHS.
- 2.3.8 "Director" means the Director of Correctional Health Services or the designee.
- 2.3.9 "Director of Mental Health Services" means the physician, or the designee, who is responsible for the supervision of all psychiatric, behavioral, or mental health services provided by Correctional Health Services.
- 2.3.10 "Electronic Health Record (EHR)" means the software and supporting hardware that will automate all aspects of the patient medical record and clinic management.
- 2.3.11 "MCSO" means Maricopa County Sheriff's Office.
- 2.3.12 "Medical Director" means the physician, or the designee, who is responsible for the supervision of all medical services, including but not limited to medical, dental and mental health services provided by Correctional Health Services.
- 2.3.13 "National Commission on Correctional Health Care" (NCCHC) is the national agency responsible for developing standards of quality correctional health care.
- 2.3.14 "Program" refers to all aspects of the laboratory services provided by the Contractor.

2.4 TECHNICAL REQUIREMENTS:

2.4.1 Standard/Licensure Requirements:

- 2.4.1.1 Clinical laboratory shall be licensed and shall operate in accordance with current A.R.S. Title 36, Chapter 4.1, Article 2, Sections 36-461 through 36-479 or be licensed or certified by the United States Government.

2.4.1.2 Director of Clinical (Pathology) Laboratory shall be a physician licensed in accordance with current A.R.S. Title 32, Chapter 13, Article 2, et. seq. or Chapter 17, Article 2, et. seq.

2.4.1.3 All applicable provision of law and other rules and regulations of any and all governmental, including the State of Arizona, accrediting and regulatory authorities relating to the licensure and regulation of Contractor, Contractor's staff and Contractor's facility(ies) shall be fully complied with by the Contractor.

2.4.1.4 Contractor is responsible for providing, upon CHS request, a copy of current professional licenses.

2.4.2 Unit of Service:

2.4.2.1 One (1) unit of service equals one (1) complete laboratory test/profile.

2.4.3 Service Goal:

2.4.3.1 To provide mandated health care as defined in the current A.R.S. and constitutional law.

2.4.4 Service Tasks:

2.4.4.1 CHS currently utilizes TechCare as its comprehensive Electronic Health Record (EHR) system. The system allows patient information to be entered and electronically transmitted from the point where the order or service originates to a provider through an electronic interface. This minimizes delays/medical errors, eliminates paper, ensures chain of custody requirements, and makes information accessible to other providers.

2.4.4.1.1 To prevent any disruption to patient care, Contractor must have an interface in place with TechCare within twenty-one (21) days of the start of the Contract and must demonstrate complete compatibility with CHS's TechCare system. All interfacing setup costs, including TechCare's component of any needed configuration costs, will be the sole responsibility of Contractor.

2.4.4.2 To provide complete laboratory testing services and detailed data reporting on services provided. Requirements outlined below are based on current operating procedures and automation capabilities of CHS. Respondent/Contractor must have the capability of accepting electronic ordering and provide electronic results. All reports will also need to be provided electronically.

2.4.4.3 To provide support to assist with any required interface with MCSO dedicated telephone lines and modems, or other means of data transmission such as accessing the County's intranet, in all current and future CHS facilities, for the exclusive use of CHS to order enter tests and receive test results via CHS computer workstations and/or provider portal. Means of transmission must be HIPAA compliant.

2.4.4.3.1 Provide and install computer equipment and tele-printers (or mutually agreed upon equipment), in all current and future CHS facilities, to enable each facility to retrieve, display and print patient information.

2.4.4.3.2 Patient Results: Test results shall be available upon completion. A client "password" and "user ID" shall be provided to each CHS facility allowing access to results drawn at other CHS facilities.

Results shall remain retrievable for the entirety of the contract period and no less than one (1) year after contract termination.

- 2.4.4.3.3 Test Encyclopedia: Provides information on specimen requirements, methodologies, reference ranges and the clinical significance of abnormal test results.
 - 2.4.4.3.4 Test/Drug Interaction: Explains how certain drugs can affect the results of laboratory tests.
 - 2.4.4.3.5 Printer: Hard copy results can be printed from the screen at the discretion of the user. The Contractor shall provide necessary report paper for the printing of test results.
 - 2.4.4.3.6 Means of data transmission of test results and equipment to be used must be interoperable with the current E-HR vendor at respondents/bidders expense. Contractor will be required to make necessary changes so that test results, test encyclopedia and test/drug interaction information is automatically downloaded to that respective patients'/ inmate's medical record. The EMR and its contents will be accessible by all CHS users from all CHS facilities, current and future. All of these will need to be done at contractor's cost, including any changes that will be required to the CHS or current e-HR vendor interfaces.
- 2.4.4.4 Provide to each facility, in sufficient quantities and/or frequency, containers for specimen collection, transportation of materials, including packaging and cold packs for frozen specimens and a centrifuge to ensure proper specimen condition for transportation and testing. Needles, etc will be types designed to minimize incidents of needle sticks, etc. Designs should be of the latest technology to minimize OSHA violations.
- 2.4.4.5 Provide preprinted requisitions for test ordering purposes which shall reflect name, ID number (CHS' patients unique identifier number), ordering provider, facility location to include address and identifier number, e.g. J554, specimen information to include routine or stat, date collected, time collected, individual taking sample and specific tests with codes and nomenclature. The forms shall be provided in triplicate and shall show the most commonly ordered tests for the Department. This information will also be available within the e-HR system.
- 2.4.4.5.1 Order entry forms must reference a specific procedural and test code and one that can be easily cross-referenced to the corresponding CPT code for invoice validation.
- 2.4.4.6 Provide custom profiling and utilization reports on commonly ordered tests as requested by the Department's Finance Manager within twenty (20) days after request.
- 2.4.4.6.1 Provided printed medical test results within 24 hours of specimen arrival at the laboratory, unless otherwise specified by testing schedule: Gynecology Cytology test results within 5 days of arrival at the laboratory; Non-Gynecology Cytology test results within 2 days of arrival at the laboratory; and testing sent out to other reference laboratory within 10 days of arrival to the contract laboratory. "Critical values" or significantly abnormal test results, which may indicate a life-threatening condition, are reported immediately via telephone call to the provider, or designated nursing staff, at the sending CHS facility. Test results positive for communicable disease, will be reported via fax to CHS Infection

Control within six (6) hours of availability of results. Verbal reports shall be followed by a printed copy report same business day. Reports will be available for electronic retrieval by the user upon completion. Reports/results may be accessible through secured Internet website.

2.4.4.7 All test results indicative of a positive test for a communicable disease will be reported telephonically to CHS' Infectious Disease Coordinator within six (6) hours of determination via phone, fax or electronic transmission as appropriate. CHS' Infectious Disease Coordinator can be reached at (602) 876-7111; Fax: (602) 278-0304. CHS will then be responsible for notification to Public Health, Arizona Department of Health Services or other agencies as mandated. Please see Exhibit 3 for a current communicable disease list.

2.4.4.8 The format for reports reflecting patient results will be provided in either a standard or cumulative format. The Standard Report format shall show test name, test results, units and normal reference ranges. All abnormal results shall be highlighted within the body of the report with an "H" (High) or "L" (Low) indication. Additionally, all abnormal results shall be displayed at the bottom of the report for ease in reviewing. The Cumulative Report shall show the above information as well as accumulated patient results on all tests displayed for up to five (5) different draws. Report formats shall be designed by CHS, in coordination with Contractor, and uniform throughout all CHS facilities.

2.4.5 Quality Assurance and Quality Control:

2.4.5.1 Provide a Quality Assurance Program for provided services to include conveyance of stat results within four (4) hours to the ordering CHS facility.

2.4.5.1.1 Any stat results, panic values or significantly abnormal test results shall be called to the ordering clinic within one (1) hour of the test being completed.

2.4.5.2 Provide quality control procedures to monitor adequate quality in diagnostic equipment, materials, and conveyance of stat results to the ordering CHS facility.

2.5 CONTRACTORS REQUIREMENTS:

As a provider of medical/clinical laboratory testing and computerized test results, Contractor will:

2.5.1 Supply testing and computerized test results reporting services to all of CHS' current and future facilities.

2.5.1.1 Provide services for patients incarcerated in Maricopa County jail and detention facilities (current and future) as part of mandated healthcare as defined in the current Arizona Revised Statutes and constitutional law. Contractors shall note any exceptions to AHCCCS "standard pricing", on Attachment A (pricing page).

2.5.2 Process CHS providers' laboratory outpatient request orders.

2.5.3 Provide equipment capable of providing computerized test results to all CHS facilities (current and future). Means of transmission of test results will be HIPAA compliant. Means of transmission must be through secured Internet access that meets the requirements of MCSO IT.

2.5.3.1 Provide as minimum requirements for equipment at each current and proposed CHS facility, one (1) computer/printer and teleprinter.

- 2.5.3.1.1 Peripheral equipment required at each location shall include telephone lines, modems, display phones, suitable alternative transmission means, e.g. internet, required to fulfill the Contract. Use of existing transmission means is strongly encouraged to preclude installation of new lines, etc.
 - 2.5.3.1.1.1 CHS/MCSO shall ensure all peripheral equipment is in serviceable condition.
- 2.5.3.1.2 Transmission media used for the receipt of computerized test results will be HIPAA compliant and dedicated or readily available at all CHS facilities without additional cost or fees.
- 2.5.3.2 All equipment must be operational, tested and functional within twenty-one (21) days of contract start date.
- 2.5.3.3 Contractor's equipment shall demonstrate computer program capabilities, printed reports and overall compatibility with Department needs.
 - 2.5.3.3.1 User friendly.
 - 2.5.3.3.2 Quality of printed reports.
 - 2.5.3.3.3 Speed in response.
 - 2.5.3.3.4 Computer program capabilities.
 - 2.5.3.3.5 Software updates capability.
 - 2.5.3.3.6 Capable of upgrade and interface with automation upgrades in CHS facilities in the areas of Electronic Medical Records/Clinic Management System.
- 2.5.3.4 Contractor will provide backup to CHS' database and will be able to continue to provide current patient test results without delay.
- 2.5.3.5 All staff of CHS will have access to Contractor's database for CHS patients 24 hours per day, 7 days per week. All equipment will be capable of being operational 24 hours per day, 7 days per week.
- 2.5.3.6 Contractor will provide a list of equipment to be installed- via make, model number and capabilities.
- 2.5.3.7 Provide repair, maintenance and replacement of equipment and transmission media installed by Contractor throughout the Contract period, without additional cost or fees.
- 2.5.3.8 Update/upgrade all software and computer programming, as changes occur, throughout the life of the Contract, without additional cost or fees.
- 2.5.3.9 Provide all future hardware and software modifications resulting from automation of CHS' overall capabilities.
- 2.5.4 Provide to CHS all necessary forms used to submit laboratory requests. Contractor will be responsible for establishing, in coordination with CHS' Finance Manager or designated representative, method for ordering replacement forms.
- 2.5.5 Provide to CHS all necessary printer paper needed to print laboratory results. Contractor will be responsible for establishing, in coordination with CHS' Finance Manager or designated representative, method for ordering replacement paper.
- 2.5.6 Provide to CHS all necessary supplies, needles, vials, centrifuge, shipping containers, ice packs, storage containers, etc. necessary to draw/obtain specimens and to safely transport specimens to Contractor's lab facilities for testing.

- 2.5.6.1 Contractor will list all supplies provided from above, by nomenclature, type and size, in addition to frequency and method of replenishment.
- 2.5.7 Contractors will ensure that laboratory technicians and laboratory aides are certified as appropriate under Arizona laws or are required to accomplish specific schooling before and during employment. Describe, as part of this bid, the educational and training requirements for employees.
- 2.5.8 Contractor will provide software or administrative tools that will permit easy verification of invoicing.
- 2.5.9 Contractor will provide software or administrative tools that will permit CHS to conduct test profiling, medical provider profiling, cumulative costs, non-contract tests, contract compliance, aggregate patient data/table results, etc.
- 2.5.10 Work with CHS' Medical Director, or designated representative, to develop a Standard Lab "pick-list" with fees.
- 2.5.11 Within the specified timeframe transmit test results directly to the CHS clinic where sample/specimen was obtained or CHS' Infectious Disease Coordinator as appropriate. Please describe the method and equipment provided to accomplish this. Contractor will be responsible for ensuring that the means of transmitting test results is updated as CHS' EMR is implemented.
- 2.5.12 When errors in the reported patient test results are detected, immediately notify the provider, or designated nursing staff, at the sending CHS facility, and issue corrected report(s) as soon as possible
- 2.5.13 Identifies needs for specific policies and procedures for the collection and testing of samples/specimens and communicates these needs to the Medical Director, CHS.
- 2.5.14 Recommends Program improvements and enhancements using cost/benefit and other database analysis.
- 2.5.15 Keep current on all clinical developments and apply such knowledge as appropriate.
- 2.5.16 Implements safety procedures as needed including any new/equipment changes, laboratory results reporting procedures, updated reference tables by the contractor.
- 2.5.17 Assures Program compliance with legal requirements and policy directives, NCCHC accreditation standards, CHS' policies and procedures, MCSO policies relating to security, and applicable County policies.
- 2.5.18 Maintains current knowledge on laboratory services, reporting procedures and the related laws and practices.
- 2.5.19 Promotes and participates in staff development and education programs including active teaching role for CHS medical providers and health care staff.
- 2.5.20 Attends administrative meetings as requested; serves on special projects as required; prepares reports as requested.
- 2.5.21 Participate in CHS' Quality Assurance and Quality Improvement Program.
- 2.5.22 All services provided to patients are documented at time of service and recorded in the contractor's order entry system. Order entry logs shall be available on line through the contractor's automated system twenty four hours (24) a day/seven (7) days a week/ three hundred sixty five (365) days a year.

2.5.23 Plan for performing the required services/activities as defined herein.

2.5.23.1 Ability to perform services as reflected by experience, qualifications, technical training and education of personnel proposed to be assigned to perform the services defined herein.

2.5.23.2 Methodology for collection of specimens/samples; daily pick-up from CHS facilities; and how specimens/samples will be handled to retain integrity of the specimen/sample.

2.5.23.3 Methodology of how testing will occur in Contractor's facility; representative type of equipment to be used during testing; and supervision of testing process.

2.5.23.4 Means of communication with each facility regarding normal test values and "critical values".

2.5.23.5 Methodology and timeline to provide test results to the respective CHS facility.

2.5.23.6 Describe the format in which the test results will be transmitted to CHS; provide a sample format.

2.6 **CONTRACTOR QUALIFICATIONS:**

2.6.1 Contractor shall have at least five (5) years of experience providing laboratory services with similar size and population as the Maricopa County Jail and Detention facilities.

2.6.2 Contractor shall operate or have access to a licensed laboratory facility capable of fully meeting the requirements defined in this solicitation.

2.6.3 Contractor must provide local customer service representation or, as a minimum, establish a means of contacting a customer service or laboratory representative 24 hours per day, seven (7) days per week, without exception.

2.6.4 Contractor shall "pick up" all lab samples daily, without exception. A schedule shall be developed for each facility.

2.6.5 Contractor shall provide Information Technology access capabilities for results reporting, order entry and provider portal access.

2.7 **SUPERVISION:**

2.7.1 The Contractor will work under the general direction of the Medical Director.

2.8 **SECURITY CLEARANCE:**

2.8.1 The Contractor must receive security clearance/background check from the Sheriff's Office prior to providing services in the jail and detention facilities.

2.8.2 The contractor incurs no cost.

2.8.3 CHS will coordinate this effort.

2.8.4 Contact CHS Human Resources to set up appointment.

2.8.5 Review Detention and Sheriff's Office Facilities Security Guidelines (effective: 1/28/2014).

2.8.6 Complete and return the Maricopa County Sheriff's Office Acknowledgement of Prison Rape Elimination Act (PREA) for all employees working within the jail or detention facilities.

2.8.6.1 Please note that ALL personnel that enter MCSO Detention Facilities MUST attend a class provided by the Sheriff's Office regarding PREA.

2.9 **SPACE, EQUIPMENT AND SUPPORT STAFF/FACILITIES:**

2.9.1 CHS shall provide the Contractor with furnished space to secure supplies and necessary equipment (medical and non-medical) essential to conduct the requirements as outlined in this Contract.

2.9.2 Such space and equipment shall meet the requirements set forth by the National Commission on Correctional Health (NCCHC) or other accrediting agencies from which CHS obtains accreditation.

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

NARRATIVE

PROPOSAL OVERVIEW

BioReference Laboratories is the third largest clinical laboratory in the United States, offering a comprehensive list of laboratory testing services utilized by healthcare providers in the detection, diagnosis, evaluation, monitoring and treatment of diseases, and one of the largest providers of laboratory services to the Correctional Healthcare Industry. A dedicated management team is assigned to exclusively work with our correctional health services clients, delivering an unparalleled level of service for over 20 years.

The staff of over 5000 at BioReference is comprised of over 160 MD, PhD, or other professional-level clinicians and scientists with expertise across all fields including Pathology, Cytogenetics, Coagulation, Genetics and Research & Development.

As an existing partner with Maricopa County, BioReference has a full operational plan in place to meet all of the service needs of Maricopa County, including specimen logistics, full existing interface with TechCare and the ability to re-route specimens in case of emergency or natural disaster.

Clinical Quality

a. Lab Panels

As a full-service laboratory, BioReference offers an array of ready-to-order panels for your convenience. In addition, we work with our clients to create custom panels tailored to their requirements. We understand that with changes in technology and patient populations the need to restructure or customize panels may arise. BioReference will work with you to ensure your panels remain clinically relevant and best suited to your individual facility.

b. STAT Turnaround

BioReference is able to provide STAT services in your area through our partnership with local hospitals. The turnaround time from pick-up to resulting is within 4-6 hours, though most results are returned sooner. Based on the needs of your facility, we are able to tailor a STAT menu and implement logistics services that utilize our current infrastructure.

c. Abnormal Result Notification

All abnormal results are called between the hours of 8:00AM-6:00PM EST and all critical and STAT results are called 24 hours a day, 7 days a week. BioReference uses standard abnormal and critical values for each test result as documented in the published standards of the laboratory. Your facility is able to customize these values as well as the hours during which abnormal and critical results are called.

d. Reporting

BioReference offers multiple reporting options. We are fully interfaced with TechCare and offer full IT support. We also have the ability and IT resources to interface with any EMR and provide easy to interpret color reports and image based cytology reports in PDF format in addition to text-based Health Level 7 (HL7) reporting.

e. Protocols

All written policies and procedures meet federal, state, local and accrediting agencies for licensure and are available on request. Below are some examples of our existing policies and procedures:

- i. Corporate Integrity and Compliance Training against Fraud & Abuse
- ii. HIPAA/ Handling Protected Health Information (PHI) Client Satisfaction
- iii. Unsatisfactory Specimens and Adequacy
- iv. Repeat/Additional Testing
- v. Criteria for Repeating an Assay (i.e.: BCR/ABL)
- vi. Add-on Test Request (Technical to Global)

- vii. Resolving and processing urgent cases

Over the course of the past five years, BioReference has effectively served Maricopa County in providing essential laboratory services, and will continue to offer the same levels of quality healthcare and unparalleled service to the Maricopa County correctional system.

HOW WILL BIOREFERENCE PROVIDE SERVICES (Execution Proposal)

Once a correctional healthcare organization decides to use BioReference's services the following delivery systems are implemented and occur concurrently.

STEP 1: Communications- the Director of Correctional Health Sales and Service announces our agreement to enter into a working relationship with your organization. The Program Team members are briefed in detail, as to the commitment previously made during the proposal development phase to support your request for services. BioReference takes it directive toward implementation established by you, our client. We first understand your implementation plan before implementing ours.

STEP 2: Internal Meetings-The Program Team calls a meeting of the Correctional Account Representatives, Logistics Couriers, Client Service Representatives, and Laboratory Operations Managers. They will discuss the request for proposal and review their commitments made during the proposal development period. During these internal meetings, strategies are reviewed and developed for client set-up and briefings. Details such as: BioReference Employee Identification, client training, supply delivery, specimen pick-up scheduling and other program details are discussed before visiting the site staff.

STEP 3: Correctional Health Staff In-Service-The CHS unit(s) are visited by the Correctional Account Representative. Instructions and account set-up information is collected which includes a return for a scheduled set-up time. Set-up includes: training, the delivery of test requisitions, proper sample identification specimen requirements, supplies, specimen storage container(s) and a mutually agreed upon time of specimen pick-up.

STEP 4: Specimen Collection- CHS unit staff will collect specimens at their sites and place them in a BioReference specimen storage box along with the appropriately filled-in account number specific test requisition.

STEP 5: Specimen Pick-Up- specimens are picked up at designated CBS's as (days of week and times of pick-up) mutually determined by BioReference and the CHS unit staff at no additional charge. BioReference utilizes an extensive network of couriers to pick up specimens from correctional health facilities. Our well trained couriers are experienced in ensuring proper specimen care from pick-up to the delivery of the final report. BioReference is always expanding its capabilities; new courier routes may be opened in areas on an ongoing basis. Each carries dry ice and cold packs for meeting the special environmental needs of certain specimens. Large volume sites may receive pick-ups more than once per day if required, and weekend Saturday pick-ups are available.

STEP 6: Supply Distribution- All supplies described by the Correctional Account Representative are provided at no additional charge. Each **CHS** unit receives the necessary quantity and type of supplies necessary for specimen collection. Tubes, transport media, alcohol prep pads, needles, tourniquets, requisition forms, specimen bags and other supplies are provided. Staff can re-order needed supplies using a convenient order form or by calling their Client Services Representative. We utilize current technology and only the highest quality supplies to ensure optimal specimen integrity and testing accuracy.

STEP 7: Specimen Entry- Specimens are received throughout the day and evening at the BioReference testing facilities. When a specimen is received into a BioReference testing facility it undergoes a thorough inspection for leaks or breaks. The integrity of the sample is monitored as part of the Quality System Program. All specimens and their requisitions are checked for completeness and accuracy. Each specimen is delivered into the laboratory in its own sealed specimen bag. Immediately upon opening a specimen bag, a unique bar coded ID number is generated and placed onto each specimen container. The bar code label contains the data needed to track each specimen throughout the testing process to reporting the final results.

STEP 8: Data Entry- once each specimen has been labeled with its unique and traceable ID number, additional information is entered into each patients file: such as the **CHS unit** unique account number, requested tests, patient demographic information, and billing information.

STEP 9: Specimen Distribution - Aliquots or portions of the specimen, (if applicable) are provided to each of the laboratory departments for which a test has been requested. If an inadequate amount or wrong specimen has been submitted the **CHS** unit will be called, and a repeat sample is requested.

STEP 10: Data Capture - Every part of BioReference is geared to work as an integrated process. This process has been designed to be thorough, ~~disciplined, detailed~~, responsive, controllable, highly organized, real and visible. All data are based on a programmatic approach and plan. Each piece of individual information contributes to the overall cumulative data base of information on a per specimen basis. Each specimen is continuously monitored as it journeys through the laboratory and is evaluated against standards. Computer assisted quality control functions are internally reviewed, approved, and questioned ensuring accuracy of equipment operation and error free work.

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PRICING SHEET: NIGP CODE 94855

Terms:	5% 30 DAYS NET 31 DAYS
Vendor Number:	W000016396 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018.