PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: RFP-PO-2200016
Title: Covid-19 Monoclonal Antibody Therapy
Issue Date: December 1, 2021

Submit Proposal to:
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701

Pre-Proposal Conference:
DECEMBER 8, 2021 AT 11:00 A.M. LOCAL TUCSON AZ TIME (MST)
MS TEAMS MEETING ONLY: Click here to join the meeting

SOLICITATION: Pima County (“County”) is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Pima County with Covid-19 Monoclonal Antibody Therapy, per specifications called for herein.

You may download a full copy of this solicitation at https://vendors.pima.gov by selecting the solicitation number. Offerors are required to check this website for amendment(s) prior to the closing date and time of the solicitation to assure that the proposal incorporates all amendment(s). Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

County will hold an MS Teams Pre-Proposal Meeting for the purpose of clarifying requirements and answering prospective Offeror questions. This meeting will be held via Teleconference Only. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional but encouraged.

MS TEAMS PROPOSAL OPENING: County will publicly open proposals at the date and time listed above after Opening or as subsequently changed by a solicitation amendment. The County will read each respondent’s name. County will avoid disclosure of the contents of any proposal to competing Offerors during the process. To attend via MS Teams, Click here to join the meeting

Offerors must submit proposals to the location indicated above and as defined in the Instructions to Offerors, in accordance with all solicitation documents, including the contract, either referenced or included herein. Failure to do so may be cause for County to reject a proposal as non-responsive.

Offerors must complete those forms identified in Instructions to Offerors, Section 2, Proposal Documents; and submit those documents in accordance with Section 3. Proposal Submission Requirements.

Offerors may not withdraw proposals for sixty (60) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any questions or deviation requests in writing to County’s Procurement Department, Attention Maricruz Lopez, email: maricruz.lopez@pima.gov.

All submittals must reference the Solicitation Number and Title. County may not answer any Questions that Offerors submit within 8 days of the solicitation Due Date/Time.

Deliver proposals to the following address: Pima County Procurement Department, 150 W. Congress, 5th Floor, Tucson, AZ 85701.
INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES:
Offerors must make all proposals using the forms contained in this solicitation. Offerors must print or typewrite all notations. **No erasures are permitted.** Offerors may cross out errors and print in ink or typewrite corrections adjacent to the error and the person signing the proposal will initial any such correction. Pima County (“County”) prefers typewritten responses.

2. PROPOSAL DOCUMENTS:
Offerors must complete and submit their proposals utilizing the forms provided by this solicitation without modification. Offerors must provide requested information, supporting documents and data in the precise manner that County requests. Failure to comply may cause County to improperly evaluate the proposal or to reject the Offeror’s proposal as Non-Responsive and/or Non-Responsible.

NOTE: Insurance certificate documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website. The following forms are required for proposal submission:

2.1. Attachment 1: Proposal Certification Form (1 page), complete and provide the requested information which may include, but not be limited to, legal name of the contractor (as registered with the Arizona Corporation Commission and Pima County Vendor Record), vendor contact information, acknowledgement of solicitation Amendments, Small Business Enterprise (SBE), and signature by an authorized representative.

2.2. Attachment 2: Minimum Qualifications Verification Form (1 page). Offeror must certify that they possess the qualifications specified in this form and provide the information and/or supporting documentation stipulated by these Minimum Qualifications to substantiate meeting the qualifications and for the County to determine responsibility.

2.3. Attachment 3: Questionnaire Form (1 pages), fully complete, and include all requested supporting documentation.

2.4. System for Award Management (SAM) this will be required from the winning Offeror within two (2) weeks after the Notice of Recommendation for Award is posted on the Procurement website.

3. PROPOSAL SUBMISSION REQUIREMENTS:
3.1. Submission: Offerors are to complete, execute and submit one (1) original and three (3) digital copies on thumb drives of the required forms and supporting documents. The submittal must include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Offeror should bind and index (tab) the proposal in the order as indicated above (see section 2. Proposal Documents).

3.2. Signature: An authorized agent of the Offeror must sign proposal documents and submit them in a sealed package/envelope marked or labeled with the Offeror’s firm name, solicitation number, title, solicitation due date and time, to the location and no later than the Due Date and Time specified in the Request for Proposal document.

3.3. Timely Receipt by the County: County must receive and time stamp proposals at the specified location at or before the Due In and Opens date and time as stated in the Request for Proposals. The County’s “time-stamp” will be the official time used to determine the timeliness of the submittal. County will not accept or will return unopened any proposals or modifications that County receives after the Due In and Opens date and time. County will open and record timely submittals promptly after the Due In and Opens date and time.

3.4. Contractor Record Maintenance: By submitting a response to this solicitation, the Contractor agrees to establish and maintain a complete Pima County Contractor record, including the provision of a properly completed and executed “Request for Taxpayer Identification Number and Certification” document (Form W-9), prior to the solicitation’s due date. The Contractor also agrees to update the information within ten calendar days of any changes made and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Vendor Self Service (VSS) portal.

The registration requires that the Contractor establishes and maintains email functionality. In addition to providing the means for a Contractor to create and maintain their own record, the portals also provide for email notice to the Contractor regarding solicitations published by Pima County for commodities of interest as defined by the Contractor record.
3.5. **Unfair Competition and other Laws:** Proposals must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

3.6. **General Specifications:** Items and Questionnaire responses included in Offeror's proposal must meet the specifications and requirements set forth by the solicitation. The specifications included in this solicitation intend to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

3.7. **Waiver:** Each Offeror, by submission of a proposal or bid waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

3.8. **Fraud and Collusion:** Each Contractor, by submission of a proposal, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

3.9. **Documents Marked Confidential:** Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

**Records Marked Confidential; Notice and Protective Order.** If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and will not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

4. **INQUIRIES AND DEVIATION REQUESTS:**

4.1. **Inquiries:** No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent will notify the Pima County Procurement department either prior to or during the Pre-Proposal Conference, but prior to the date set for receipt of the bid or proposal. Notice will be provided in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution. County will respond by written amendment sent to all known potential respondents. County may not answer questions or address deviation requests that are not submitted within 8 days prior to the closing date and time of the solicitation.
4.2. Deviation Requests: Requests for changes submitted with proposal must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation’s impact on the end performance of the item. Acceptance or rejection of deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional proposals that do not conform to or that request exceptions to the published solicitation and amendments as non-responsive and County may not evaluate them.

5. EVALUATION & AWARD CRITERIA:
5.1. Evaluation: County will evaluate proposals to determine which are most advantageous to County considering conformity to the specifications, evaluation criteria stated in the RFP, minimum qualifications, and other factors. Offeror must certify that they possess the qualifications specified in Attachment 2: Minimum Qualifications Verification Form (1 page) and provide the information and/or supporting documentation stipulated by these Minimum Qualifications to substantiate meeting the qualification’s and for the County to determine responsibility.

Pima County will evaluate proposals that are Responsive and Responsible as defined by the Minimum Qualifications. County will evaluate proposals according to the evaluation criteria set forth below. The evaluation panel will use the evaluation criteria when scoring the Offeror’s answers to the questions contained in Attachment 3: Questionnaire Form (1 page). Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The evaluation panel will evaluate the narratives along with required supporting materials and award points accordingly.

5.2. Evaluation Criteria: The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Criteria Detail</th>
<th>Criteria Maximum Points</th>
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<tbody>
<tr>
<td>A. Agency Experience</td>
<td>Offerors should include in their proposals documentation describing the extent of their experience and expertise for work related to Monoclonal Antibody Therapy Administration, staffing of the same, training of the same and/or service delivery to public health agencies. Offerors should include in their proposals samples of work the Offeror has performed for previous clients.</td>
<td>10</td>
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<tr>
<td>B. Project Plan</td>
<td>Offerors should provide a thorough project plan to include a milestone chart including tasks to be performed, the time frame and proposed staff member designated for the completion of each task. A detailed and comprehensive plan to address the activities listed in the Scope of Work as well as any other activities, tasks, or products respondent feels are vital to the successful execution of the project.</td>
<td>30</td>
</tr>
<tr>
<td>C. Data Management Plan</td>
<td>Comprehensive description of how data will be generated, stored, maintained, shared and used in the execution of the project, including where appropriate any specific software, applications or interfaces provided, necessary, or recommended.</td>
<td>20</td>
</tr>
<tr>
<td>D. Local Capacity</td>
<td>Respondent’s plan to enhance local Monoclonal Antibody Therapy administration capacity through local or national staffing and training with focus on: - Staffing plan - Training curriculum - Timeline - Multilingual staff</td>
<td>10</td>
</tr>
<tr>
<td>E. Cost</td>
<td>Offerors must propose one firm, fixed, fully-loaded hourly rate [or unit price] per service category. The firm, fixed, fully-loaded hourly rate will include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor’s total costs if appropriate. Offeror must provide a proposal for the services described in this solicitation by completing Exhibit B: Compensation and Payment. This section will be evaluated and scored by Procurement.</td>
<td>30</td>
</tr>
</tbody>
</table>
5.3. Evaluation Discussions/Clarifications of Proposals: The County may conduct discussions with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements and to clarify the Proposal and Agreement details provided that they do not substantially change the intent of the solicitation.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing.

5.4. Best and Final Offer: In the event that County holds discussions and requests clarifications, County will issue a written request for best and final proposals. The request will set forth the date, time, and place for the submission of best and final proposals. If Offerors fail to respond to the request for best and final proposal or fail to submit a notice of withdrawal, County will consider their immediate previous proposal as their best and final proposal.

5.5. Award Criteria: If County makes an award, County will enter into the attached Professional Services Contract with one or more Contractors that submitted the highest scoring proposal(s) which County determines to be responsible and responsive for providing the required goods or services. County will enter into agreements by executing and transmitting a Master Agreement (“MA”) document and executed Professional Services contract that incorporates the Proposal by reference.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder’s ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

5.6. Recommendation for Award: If County makes an award it will be to the responsible and responsive Offerors whose proposals County determines to be the most advantageous taking into consideration the evaluation criteria, discussions, and Best and Final Offers in this solicitation.

6. AWARD AUTHORITY:
Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code.

7. AWARD NOTICE:
County will post a Notice of Recommendation for Award (NORFA) for RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals. County will not provide results of this procurement in response to telephone inquiries.

8. COMPLIANCE WITH AGREEMENT:
County will execute the Professional Services Contract with the successful Offeror(s).

The Offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the Offeror agrees that they will not provide goods or services in excess
of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement will be at the Offeror's own risk. Offerors will decline verbal requests to deliver items in excess of the agreement and must report all such requests in writing to the Pima County Procurement Department within one (1) workday of the request. The report will include the name of the requesting individual and the nature of the request.

9. **PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through [http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at [http://www.pima.gov/procure/awards/](http://www.pima.gov/procure/awards/) without regard to whether individual notices were issued. It is the responsibility of Offerors and Proposers to check the website.

10. **COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County’s agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: [http://www.pima.gov/procure](http://www.pima.gov/procure) by selecting the link titled *Authorized Use of County Contracts*.

**END OF INSTRUCTIONS TO OFFEROR**
ATTACHMENT 1: PROPOSAL CERTIFICATION FORM (1 PAGE)

CONTRACTOR LEGAL NAME: ____________________________________________

BUSINESS ALSO KNOWN AS: ____________________________________________

MAILING ADDRESS: ___________________________________________________

CITY/STATE/ZIP: _____________________________________________________

REMIT TO ADDRESS: _________________________________________________

CITY/STATE/ZIP: _____________________________________________________

CONTACT PERSON NAME/TITLE: _______________________________________

PHONE: _______________________________ FAX: _________________________

CONTACT PERSON EMAIL ADDRESS: _____________________________________

EMAIL ADDRESS FOR ORDERS & CONTRACTS: ___________________________

CORPORATE HEADQUARTERS ADDRESS: _________________________________

WEBSITE: __________________________________________________________

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:
Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

<table>
<thead>
<tr>
<th>Amendment #</th>
<th>Date</th>
<th>Amendment #</th>
<th>Date</th>
<th>Amendment #</th>
<th>Date</th>
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</table>

INSURANCE CERTIFICATE documents will be required from the winning Offerors within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

By signing and submitting Proposal documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation.

Conditional offers that modify the solicitation requirements may be deemed non-responsive and County may not evaluate them. Contractor’s signature below constitutes a firm offer and upon the execution of the Professional Services Contract issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Instructions to Offerors, the sample Professional Services Contract, and related attachments or exhibits.

SIGNATURE: ___________________________ DATE: _______________________

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: ________________________________________________
ATTACHMENT 2: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

OFFEROR'S NAME: ________________________________________________________________

In order for County to evaluate and consider proposals for award, they must be Responsive and Responsible. “Responsive” means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. “Responsible” means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Offeror must certify that they possess the minimum qualifications contained herein. Offeror must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the Offeror’s proposal as Non-Responsive and/or Non-Responsible.

Offeror certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MINIMUM QUALIFICATIONS</th>
<th>COMPLIANCE YES/NO (SELECT ONE)</th>
<th>DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contractor is legally able to contract and employ staff in Pima County, AZ. (Provide copy of business license)</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURE: ___________________________ DATE: ___________________________

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER
**OFFEROR’S NAME:**
The evaluation committee will assign points to each answer submitted on the basis of the following evaluation criteria unless otherwise indicated.

**A. Agency Experience: (0 to 10 points)**
1. What is your agency’s documented experience in monoclonal antibody therapy administration, staffing of the same and training of the same? Recommend inclusion of at least two (2) references relating to previous work in the field. (3 points)
   - County reserves the right to contact each of the Offeror’s clients listed below to determine responsibility, ability, and expertise in providing similar investment broker-dealer services required by the County. County’s verification process may include but not be limited to ascertaining Offeror’s satisfactorily performance of contractual obligations, to include but not be limited to effective communications, efficient resolving of issues, timely completion of tasks, accurate record keeping and billing
2. What is your agency’s experience standing up mobile monoclonal antibody therapy locations? Describe setting where services have been provided. (2 points)
3. What is your agency’s experience in service delivery to public health agencies, state/local government agencies, and Native American tribes/nations? (2 points)
4. What is your agency’s experience billing private insurance, AHCCCS and Medicare for monoclonal antibody therapy administration? (3 points)

**B. Project Plan: (0 to 30 points)**
1. What is the agency’s detailed and comprehensive plan to address the activities listed in the Scope of Work? What is the agency’s plan to address other activities, tasks or products respondent feels are vital to the successful execution of the project? (10 points)
2. What volume of monoclonal antibody therapy administration can your agency manage under this plan? How many therapy treatments administered per day for infusion based, subcutaneous, and a combination thereof? (8 points)
3. How does this plan meet or exceed expected best practices and support CDC and other health agency established guidelines? (6 points)
4. Does your agency have the ability to execute the plan as written? (6 points)

**C. Data Management Plan: (0 to 20 points)**
1. What is your agency’s comprehensive description of how data will be generated, stored, maintained, shared, and used in the execution of the project? (5 points)
2. Describe your agency’s capacity to develop or implement additional interfaces between agency software and state/local agencies? (5 points)
3. What software of applications will be used in the execution of this project? (5 points)
4. What interfaces or outside agency applications is your agency able to demonstrate experience and proficiency? (5 points)

**D. Local Capacity: (0 to 10 points)**
1. How many staff will be assigned to this project and for what tiers/positions? (3 points)
2. How will your agency schedule staffing to accommodate the needs of the local community/contract? (3 points)
3. What training resources does your agency use/make available for this project and what best practice supported curriculum, resource, or training plan does your agency use to deliver necessary training? (3 points)
4. What languages will your agency be able to offer for patient interactions, patient data collection tools, and promotional/education materials? What multilingual interpretive services does your agency have available? (2 points)

**E. Cost: (0 to 10 points)**
Offeror must provide a proposal for the services described in this solicitation by completing Exhibit B: Compensation and Payment. This section will be evaluated and scored by Procurement.

**SIGNATURE: ___________________________ DATE: ________________

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**
Pima County Department of Health

Project: Covid-19 Monoclonal Antibody Therapy

Contractor: [awardee legal name]
            [awardee address]
            [awardee city, st zip]

Amount: $TBD

Contract No.: TBD

Funding: ARPA Funding

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and [awardee legal name] ("Contractor").

1.2. Purpose. The Pima County Health Department requires Covid-19 Monoclonal Antibody Therapy.

1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals;

1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2200016 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.

1.5. Contractor's Response. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

2.1. Initial Term. The term of this Contract commences on TBD and will terminate on TBD ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in Exhibit A (2 pages), at the dates and times described on Exhibit A or, if Exhibit A contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Health Insurance Portability and Accountability Act. The parties acknowledge that the County is a hybrid covered entity as described in 45 C.F.R. §164.103 of the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164), and is required to comply with the provisions of the HIPAA Privacy and Security Rules with the respect to safeguarding the privacy, confidentiality and security of protected health information. Contractor acknowledges that it may obtain protected health information, as defined in 45 C.F.R. §160.103, in the course of Contractor’s performance under the terms of this Contract. Furthermore, Contractor acknowledges that County may utilize protected health information for research...
purposes, as defined in 45 C.F.R. §164.501, and Contractor will obtain an authorization in compliance with 45 C.F.R. §164.508, if required by the HIPAA Privacy and Security Rules. Contractor agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Contract. In particular, Contractor agrees that it is the County’s Business Associate and to be bound by the Business Associate Agreement Exhibit D (5 pages) which is incorporated into this Contract, and further specifically agrees that:

4.1. Any protected health information that Contractor may obtain shall remain the sole property of the County; and

4.2. No research activities, including academic, methodological or other such research activities, will be performed without the explicit authorization by the County and a written authorization from each patient, in compliance with 45 C.F.R. § 164.508; and

4.3. Contractor shall establish and maintain procedures and controls that are acceptable to County to assure that no protected health information contained in its records or obtained from County or from others in carrying out its functions under this Contract shall be used by or disclosed by Contractor, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Contract; and

4.4. Contractor shall not remove any protected health information from County premises, if applicable; and

4.5. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of its duties under this Contract, or to County.

5. Authorization for Sharing Information. Contractor will obtain an authorization from each patient, in compliance with the requirements of 45 C.F.R. §164.508, regarding the use of protected health information for research purposes, if required by the HIPAA Privacy and Security Rules. Contractor shall consult with County to ensure such authorization complies with the HIPAA Privacy and Security Rules. Contractor will provide to County a copy of the authorization obtained from each patient.

6. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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<tr>
<td>Name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Name:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

7. Compensation and Payment.

7.1. Rates; Adjustment. County will pay Contractor at the rates set forth in Exhibit B (2 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

7.2. Not-to-Exceed (NTE) Amount. County’s total payments to Contractor under this Contract, including any sales taxes, may not exceed $TBD [per year] (the “NTE Amount”). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County’s total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor’s own risk.
7.3. **Sales Taxes.** The payment amounts or rates in Exhibit B do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

7.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis unless a different billing period is set forth in Exhibit B. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

7.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

7.6. **Invoice Submittal.** Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

7.7. **Invoice Adjustments.** County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

8. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

8.1. **Insurance Coverages and Limits.** Contractor will procure and maintain, until all of its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

8.1.1. **Commercial General Liability (CGL).** Occurrence Form with limits not less than $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

8.1.2. **Business Automobile Liability.** Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than $1,000,000 Each Accident.

8.1.3. **Workers’ Compensation and Employers’ Liability.** Statutory coverage for Workers’ Compensation. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of $1,000,000 each accident and $1,000,000 each employee – disease.
8.1.4. **Professional Liability (E&O Insurance).** This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than $2,000,000 Each Claim and $2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

8.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” located in the next section.

8.2. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

8.2.1. **Claims Made Coverage.** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.2.2. **Additional Insured Endorsement.** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

8.2.3. **Subrogation Endorsement.** The General Liability, Business Automobile Liability, Workers’ Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

8.2.4. **Primary Insurance Endorsement.** The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

8.2.5. The Required Insurance policies may not obligate the County to pay any portion of a Contractor’s deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

8.2.6. **Subcontractors.** Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County’s approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

8.3. **Notice of Cancellation.** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the County Contracting Representative. Notice shall include County’s project or contract number and project description.

8.4. **Verification of Coverage.**

8.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County’s project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
8.4.2. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy’s expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

8.4.3. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

8.4.4. All insurance certificates must be sent directly to the appropriate County Department.

8.5. Approval and Modifications. County’s Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County’s failure to obtain a required insurance certificate or endorsement, the County’s failure to object to a non-complying insurance certificate or endorsement, nor the County’s receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

10. Laws and Regulations.

10.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

11. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor’s officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County’s Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor’s failure to pay such taxes.

12. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own
employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

13. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County’s prior written approval. County may withhold approval at its sole discretion.

14. Non-Discrimination. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.


16. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

17. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party’s complete and satisfactory performance under this Contract, or to take any action based on the other party’s failure to completely and satisfactorily perform, is not a waiver of that party’s right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

18. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

19. Termination by County.

19.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County’s only obligation to Contractor will be payment for services rendered prior to the date of termination.

19.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

19.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

20. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Terri Spencer, Procurement Director
Pima County Procurement
150 W. Congress Street 5th Floor
(520) 724-3722, Terri.Spencer@pima.gov

Contractor:
TBD

21. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
22. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

23. Severability. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

24. Use of County Data. Unless it receives County’s prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor’s other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County’s expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. “County Data” means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

25. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.


26.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

26.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records “CONFIDENTIAL” before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27. Legal Arizona Workers Act Compliance.

27.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

27.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.
27.3. **Remedies for Breach of Warranty.** Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

27.4. **Subcontractors.** Contractor will advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Section 26 by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

28. **Grant Compliance.** Contractor will comply with all requirements attached in Exhibit C (2 pages).

29. **Written Orders.** County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

30. **Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

31. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

32. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

33. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party’s signature).

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IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

**PIMA COUNTY**

Chairman, Board of Supervisors **OR** Procurement Director

Date

ATTEST

Clerk of the Board

Date

**CONTRACTOR**

Authorized Officer Signature

Printed Name and Title

Date

APPROVED AS TO FORM

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Head

Date

Date
EXHIBIT A: SCOPE OF SERVICES (2 PAGES)

The Pima County Health Department will help coordinate activities under this contract and will regularly interact with respondent’s management, supervisors, and staff. This will include the authority to have respondent staff removed from the project based on performance, complaint, or justified concern. The County reserves the right to inspect and audit the therapy site, records, and facility used in the execution of this contract. The therapy site may be monitored with or without notice or announcement.

1. General Specifications
   a) CONTRACTOR must provide all monoclonal antibody therapy activities, goods and services in accordance with Center for Disease Control (CDC), including but not limited to, time to treatment after Covid-19 symptom onset.
   b) CONTRACTOR must provide all activities, goods and services in accordance with Arizona Department of Health Services guidance and compatible with local and state mandate reporting, privacy and health information statues and regulation.
   c) CONTRACTOR must maintain all required licensing, credentialing and compliance requirements for distribution, administration and management of all therapy and staffing.
   d) CONTRACTOR will manage all aspects of scheduling and site setup and management. This includes coordinating with Tucson Medical Center (TMC) for setup and tear down, screening patient for contraindications and allergies, following best practices for administration and reporting adverse events to Pima County Health Department.
   e) CONTRACTOR will be required to provide and have all patients complete required consent forms including consent to bill insurance.
   f) CONTRACTOR shall have and maintain, throughout the period of performance, sufficient qualified staff to perform all functions related to the administration of Monoclonal Antibody Therapy infusion and subcutaneous injection, including but not limited to patient registration, screening, therapy administration, monitoring, and acute reaction response.
   g) CONTRACTOR will provide all necessary materials and supplies for the monoclonal antibody clinic including, but not limited to, personal protective equipment (PPE) for staff, all disposable supplies appropriate and necessary for providing therapy to patients and any items necessary to support the clinic not already supplied by TMC.
   h) CONTRACTOR shall have readily available reports on all therapy administered as well as copies of all consent to administer and consent to bill insurance patient forms.
   i) CONTRACTOR will provide PCHD with de-identified data on patients who have received monoclonal antibody therapy during the clinic including number of patients seen and demographics of the same.

2. Service Specifications
   a) **Monoclonal antibody therapy administration**: Provide therapy administration within the provided clinical location at Tucson Medical Center (TMC) at the direction of the Pima County Health Department. This includes coordinating with TMC for set up, screening location, therapy administration location, monitoring location and emergency response processes for therapy reactions and/or anaphylaxis (rapid response mechanism).
   b) **Therapy medication and handling**: Storage and management of therapy medication in accordance with CDC, FDA guidelines and all manufacturer’s recommendations. Contractor provides the supply for all therapy medication and emergency care medications (epi-pen etc.) and handling in accordance with all manufacturer’s recommendations.
   c) **Staffing and Scheduling**: Detailed staffing plan and projected scheduling based on monoclonal therapy administration estimations. Staffing management will be maintained by the contractor for 10 chairs/beds.
   d) **Patient Scheduling and Referral Management**: The contractor is responsible for all scheduling and referrals of patients for therapy administration. Scheduling and service delivery hours of operation will be Monday-Friday, 8am-5pm.
   e) **Billing of Services**: Billing for all services, including but not limited to, insurance, credit and/or cash handling will be managed by the contractor.
f) **Workflow Management:** Management of site workflow for therapy to be developed and managed in collaboration with TMC administration and facilities.

3. **Standing Orders and Operating Procedures:** All processes, procedures and therapy administration standing orders and standard operation procedures will be the contractor’s responsibility to develop, maintain and manage in accordance with all federal, state and local laws.

    **END OF EXHIBIT A**
OFFEROR’S NAME: ____________________________________________

Offerors must complete the table below. All sections must be completed for all proposals. Offerors must propose one firm, fixed, fully-loaded hourly rate [or unit price] per service category. The firm, fixed, fully-loaded hourly rate will include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor’s total costs if appropriate.

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<tr>
<th>Item#</th>
<th>Item Description: To include any Administrative Fees</th>
<th>Unit of Measure (UOM)</th>
<th>Price</th>
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<tbody>
<tr>
<td>1</td>
<td>mAB Treatment – SQ (Monoclonal antibody treatment via subcutaneous injection)</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>mAB Treatment – Infusion (Monoclonal antibody treatment via infusion)</td>
<td>Each</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PROPOSED COST:
SPECIAL CONTRACT PROVISIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
PROCUREMENT CONTRACTS

1. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.

2. Federal regulations applicable to this award include, without limitation, the following:


   b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.

   c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

   d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance.

   e. Generally applicable federal environmental laws and regulations. For contracts exceeding $150,000 financed in whole or in part with federal assistance.

      i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

      ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

   f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:

      i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.

      ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

      iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

END OF EXHIBIT C
EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT (5 PAGES)

WHEREAS, Pima County ("Covered Entity"), and Paradigm Laboratories ("Business Associate") (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreement") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity’s behalf, and accordingly Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time the inconsistency is discovered shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE
A. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by state and federal law.

B. Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware without unreasonable delay and in no case later than thirty (30) calendar days after discovery.

C. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

D. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.

E. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual’s request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity’s specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

F. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

G. Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.

H. If Business Associate is to carry out one or more of Covered Entity’s obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate’s or Covered Entity’s compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary’s request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate’s or Covered Entity’s compliance with the HIPAA Privacy and Security Rules.

J. Unless expressly authorized in the Underlying Agreement, Business Associate shall not:

1. use PHI for marketing or fundraising;

2. use PHI to create a limited data set or to de-identify the information;
3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or

4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate’s provision of the services specified in the Underlying Agreement.

5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate’s employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

III. BUSINESS ASSOCIATE’S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured PHI (“Breach”), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity’s breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

C. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official’s statement to Covered Entity.

D. Business Associate shall bear Covered Entity’s costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate’s negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

IV. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate’s permitted or required uses and disclosures.
C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate’s use and disclosure of such Protected Health Information.

V. TERM AND TERMINATION

A. **Term.** The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.

B. **Termination.** Upon either Party’s knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

C. **Effect of Termination.**

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

A. **No Rights in Third Parties.** Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

B. **Survival.** The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. **Amendment.** The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon
ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.

D. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

E. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

F. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

G. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

H. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

I. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

J. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative’s position with the other Party.

K. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties’ obligations with respect thereto, the terms of this Agreement shall control.

L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

END OF EXHIBIT D