January 26, 2018

REQUEST FOR PROPOSAL

RADIOLOGY SERVICES

RFP 251806

DUE: 3:00 P.M., MST, 02/08/18

Deadline for Inquiries
3:00 P.M., MST, 02/01/18

Time and Date Set for Closing
3:00 P.M., MST, 02/08/18
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SECTION I – REQUEST FOR PROPOSAL

RFP 251806

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Radiology Services**.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 PM MST February 8, 2018** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

Arizona State University’s Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services  
University Services Building  
Arizona State University  
1551 S. Rural Rd  
Tempe, AZ 85281

Arizona State University’s U.S. Postal Service Mail address is:

Purchasing and Business Services  
Arizona State University  
P.O. Box 875212  
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Mohammad Khalik  
Mohammad Khalik  
Buyer

AP/MK
SECTION II – PURPOSE OF THE RFP

1. **INTENT**

ASU Health Services (ASUHS) is seeking proposals to provide Radiology Professional Services for ASU Students in a cost effective manner.

2. **BACKGROUND INFORMATION**

Arizona State University is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 91,000 students in metropolitan Phoenix, Arizona, the nation’s fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

If you would like more information about ASU, please visit us via the World Wide Web. Our home page address is http://www.asu.edu.

**Our Accreditation**

ASU Health Services (Tempe, Polytechnic, West, SDFC, Downtown and Carson) is fully accredited by the Accreditation Association for Ambulatory Health Care (AAAHC). This certification is at the highest level (for three years) and recognizes our commitment to high quality medical care in the areas of quality improvement and quality of care provided, clinical records, laboratory and x-ray services and health education.

**Our Vision**

To be the national model of higher education health care delivery and an integral part of the New American University.

**Our Mission**

The mission of the ASU Health Services is to provide high quality health care that is accessible, affordable and compassionate in order to ensure the well-being and educational success of students at Arizona State University. Through our internal and external academic partners, the ASU Health Services faculty and staff are an
integral part of the New American University. The ASU Health Services provides medical care to faculty and staff that supports the university mission.

ASU Radiology Services

ASU Health Services at the Tempe campus sees 220-280 patients per day. The in-house radiology service performs basic X-ray services staffed with a senior radiology technician. This past year, the in-house radiological service performed 3,065 basic x-rays. These radiographs were mostly limb films to rule out fractures and chest radiographs. In addition to these services, students participating in intercollegiate athletics have access to onsite fluoroscopy performed by the Sports Medicine staff.

All current basic X-rays are preliminary read by ASUHS medical staff members and are currently being over-read at $10/film by Scottsdale Medical Imaging who has been performing this service for ASUHS for at least the last 5 years. Images for basic x-rays are converted to digital media and transmitted to Scottsdale Medical Imaging who sends electronic reports back to ASUHS.

ASU Health Services at the Polytechnic, West, and Downtown campuses see patients at health centers located on these campuses. Since there are no radiology facilities at these locations, all patients on these campuses are referred out for care.

Students with need for more advanced radiological services at ASU Health Services are referred out to various providers. Scottsdale Medical Imaging handle the majority of these higher end radiological needs currently (see data below).

Student Payment for Radiological Services

Of the students who come to ASU Health Services approximately 46% have commercial insurance, 31% have the student insurance product currently Aetna Student Health Insurance and approximately 23% have either no insurance or they are on the ASUHS Bridge Plan.

The ASUHS Bridge Service Plan allows students (approx. 5% of students) who cannot afford insurance to receive primary care/counseling and basic lab and X-ray services performed at ASUHS. Students are charged a $129/semester fee and then a per visit charge of $15 for primary care visits and $20 for lab/radiology services.

Students who participate in the Sun Devil Athletics (SDA) intercollegiate athletics program have various levels of insurance coverage. Currently there are approximately 632 students within SDA, including 556 U.S. citizens and 76 international students.
Insurance programs for SDA include:

1) Personal primary insurance
   a. Domestic students – Approximately 91% of domestic student-athletes have personal primary insurance.
   b. International students – At the beginning of each semester, all international student-athletes are covered by the PGH Global Plan, through UnitedHealth Group Student Resources. This plan includes coverage of injuries related to intercollegiate athletics activities.

2) Secondary insurance for all injuries related to intercollegiate athletics activities, up to $90,000 per injury.

3) NCAA Catastrophic Injury Insurance covering expenses over $90,000 per injury, for injuries related to intercollegiate athletics activities.

For SDA patients, SDA ensures payment for radiological services required for medical care when referred by ASU Health Service medical staff. This is done by first accessing primary insurance when available, then through SDA’s secondary insurance process.

**ASU Health Services Radiological Statistics FY 17 (athletes and non-athletes)**

<table>
<thead>
<tr>
<th>In-House Service</th>
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<tr>
<td>X-Rays</td>
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<table>
<thead>
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<th>Referral Services</th>
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<tr>
<td>Artery Study</td>
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<tr>
<td>Bone Density</td>
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<tr>
<td>CAT Scan</td>
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<tr>
<td>Extremity Vein Study</td>
<td>17</td>
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<td>Mammogram</td>
<td>110</td>
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<tr>
<td>MRI</td>
<td>656</td>
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<tr>
<td>Nuclear Medicine</td>
<td>6</td>
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<tr>
<td>PET Scan</td>
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</tr>
<tr>
<td>Thyroid Imaging</td>
<td>2</td>
</tr>
<tr>
<td>Ultrasound</td>
<td>654</td>
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<tr>
<td>Radiology Over reads</td>
<td>2,994</td>
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</table>

3. **TERM OF CONTRACT**

The initial contract term will be for 1 year with the possibility of 4 successive 1 year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

X  No pre-proposal conference will be held.
SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. No proposal will be accepted after this time. The University Services Building is located on the east side of Rural Road between Apache Road and Broadway Road. PROPOSALS MUST BE IN A MARKED SEALED CONTAINER (i.e., envelope, box):

Name of Proposer
Title of Proposal
RFP Number
Date and Time Proposal is Due

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the proposer unopened.

2. DIRECTIONS TO USB VISITOR PARKING. Purchasing and Business Services is in the University Services Building (“USB”) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). A parking meter is located near the main entry to USB.

All visitors to USB are required to check in at the USB Reception Desk to obtain a visitor’s badge to wear while in the building. The receptionist will call to have you escorted to your meeting.

3. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).

4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.

6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the
most advantageous to the University based on the evaluation factors set forth in this solicitation.
Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a
separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer
concurs, this information will not be considered public information. The Chief Procurement
Officer is the final authority as to the extent of material, which is considered proprietary or
confidential. Pricing information cannot be considered proprietary.

10. The University is committed to the development of Small Business and Small Disadvantaged
Business (“SB & SDB”) suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer
(Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from
this proposal. A report may be required at each annual anniversary date and at the completion
of the contract indicating the extent of SB & SDB participation. **A description of the proposers**
**expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**

11. Your proposal should be submitted in the format shown in Section X. Proposals in any other
format will be considered informal and may be rejected. Conditional proposals will not be
considered. An individual authorized to extend a formal proposal must sign all proposals.
Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept
any proposal, or any part thereof, or to withhold the award and to waive or decline to waive
irregularities in any proposal when it determines that it is in its best interest to do so. The
University also reserves the right to hold all proposals for a period of **one hundred twenty (120)**
**days** after the opening date and the right to accept a proposal not withdrawn before the
scheduled proposal opening date.

13. **EXCEPTIONS:** Proposer is expected to enter into a standard form of agreement approved by
the Arizona Board of Regents. The Arizona State University contract terms and conditions are
included in this Request for Proposal in Section XII. These terms and conditions are intended
to be incorporated into the contract between the University and the successful proposer.
**Proposals that are contingent upon any changes to these mandatory contract terms and
conditions may be deemed nonresponsive and may be rejected.**

14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names
or catalog numbers used in the specifications of this Request for Proposal are for the purpose
of describing and/or establishing the quality, design and performance required. Any such
reference is not intended to limit or restrict an offer by any proposer and is included in order to
advise the potential proposer of the requirements for the University. Any offer, which proposes
like quality, design or performance, will be considered.

15. **Days:** Calendar days

**May:** Indicates something that is not mandatory but permissible/desirable.

**Shall, Must, Will:** Indicates mandatory requirement. Failure to meet these mandatory
requirements will result in rejection of your proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.

18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer's responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.

19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.

20. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and/or Maricopa County, please state so in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures ($AVE) cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the proposer, a member of $AVE may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to a member of $AVE, please state so in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:
Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

24. In accordance with an executive order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at http://www.epeat.net on the Web.

27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware.
Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer’s breach of its obligations under this paragraph.**

28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after the earlier of a) the issuance of a Notice of Intent to Award or b) Award of a Contract in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

Jamon Hill  
Deputy Chief Procurement Officer  
Purchasing and Business Services  
PO Box 875212  
Tempe AZ 85287-5212  
Email: Jamon.Hill@asu.edu

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.

29. Other Opportunities with the University **NOT** related to this Request for Proposal.
The ASU Magazine

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University’s 450,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.
- Alumni live worldwide.
- 230,000 of alumni reside in Arizona.
- More than 200,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than $50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and/or advanced degrees.

Specific partnership opportunities exist in a variety of areas.
- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in our monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is $1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or jadavis@asu.edu today to start doing business with Sun Devil nation!

Sun Devil Sports Marketing

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.

Arizona PBS Delivers…

Arizona PBS, delivers award-winning, educational, cultural and current events programming to approximately 1.5 million viewers each week. Become an AZPBS sponsor.
• **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.

• **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.

• **AZPBS delivers – marketing benefits:**
  - Build brand awareness by linking your business with high-quality programs
  - Generate community goodwill through support of public television
  - Promote your offerings to a broad audience at an affordable price
  - Market your brand in an environment free of commercial clutter

• **AZPBS delivers – multiple media platforms:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Web views – www.azpbs.org (150,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or Chad.Bowen@asu.edu or Kelly McCullough, General Manager at 602-496-2422 or Kelly.McCullough@asu.edu
SECTION V – SPECIFICATIONS/SCOPE OF WORK

ASU Health Services seeks the submission of proposals to provide services from any and all interested and qualified proposers. ASU Health Services seeks, by way of this RFP, to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the students and University. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the proposer’s demonstrated competency and experience in delivering services of a similar scope and type and local availability of the proposer’s personnel and equipment resources.

Proposer shall:

1. Provide evidence that it is a fully insured and AZ-licensed organization focused on providing quality radiological diagnostic and therapeutic health care.

2. Demonstrate that the organization meets or exceeds state and national accreditation standards for providing radiological services.

3. Be staffed by experienced, AZ-licensed and where applicable board-certified professionals who are able to perform and have the resources to perform all radiological services.

4. Describe in detail how the proposer services will meet the need of ASU Health Services students at all ASUHS locations in scheduling appointments, transportation to local facilities, and costs to students for such services. Specific attention should be made to meet the needs of ASU Sun Devil Athletes with need for services potentially on weekends and off-hours with rapid turnaround time.

5. Provide information on how the proposer will provide secondary radiologic interpretation of medical diagnostic images and ultrasound images produced by ASU radiologic/ultrasound imaging equipment. This information shall include the costs and turnaround times to ASUHS for providing these over-reading services. The ASUHS physician ordering the diagnostic test shall be the provider of the professional interpretation billed to the patient and/or payor when there is a payor.

6. Demonstrate capabilities and provide examples of how the proposer will work with ASU Health Services and University Technology Office to store/transmit images from ASUHS radiological suite to the proposer and from the proposer to provide results/images for all radiological providers to be viewed in the NextGen EHR currently in use by ASUHS.

7. Assist ASU medical staff members with peer review activities by reporting, as requested, results of over-reads for utilization review, performance and improvement activities, quality control and equipment monitoring.

8. Describe the criteria the proposer will use to ensure that diagnostic reports are delivered to ASU in a timely and efficient fashion. The proposer should demonstrate that all reports are available for delivery to ASU within 24 hours. In addition, the proposer should demonstrate their capabilities to have “stat” readings within 4 hours. Including same-day
reads by a musculoskeletal radiologist on all advanced imaging performed on Sun Devil varsity athletes with direct contact via phone/text to ordering physician.


10. Provide detailed reports on at least a quarterly basis of services provided to Sun Devil Athletics (SDA) student-athletes. At a minimum, this report should include the service provided (with CPT code), original price charged, amount received (if any) from primary insurance and any additional amount paid by SDA’s secondary insurance plan.

11. Include in your response, the number of full time employees per department, and for the professional staff (radiologists/technicians) their qualifications including any applicable degrees, additional applicable training, and any professional certifications/licensing.

12. Describe the measurements/metrics/deliverables/assessments you will provide on at least a quarterly basis to allow ASU Health Services to assess the services you will provide.

13. In the event of the identification of a problem by ASU, its patients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing the.

14. Please list any current violations or claims against you/your organization and those having occurred in the past five years, especially those in claims or legal action against you.

15. Describe in detail, and list associated costs for additional services available to the University but not necessarily addressed. The University shall determine which additional service options shall be most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit dependent on the needs of the University.

Optional Service:

1. Describe in detail the processes/costs to provide onsite basic radiology services currently performed by ASU Health Services.

2. Include any future services that might be offered at our campus or partnerships.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and suppliers who share the University’s environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer shall use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and the pricing is within 5%, the University will favor the more environmentally preferable product and company.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The University and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university’s performance needs.

Unless otherwise specified, proposers and contractors should use recycled paper and double-sided copying for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

- Made from 100% post-consumer recycled materials
- Be recyclable
- Reusable
- Non-toxic
- Biodegradable

Further, proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.
SECTION VII – PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.

2. Proposer shall submit a listing of all radiological procedures performed in their facility, including name of equipment, manufacturer, maintenance schedule, age of equipment and procedures done annually.

3. Proposer shall demonstrate their ability to compile with timeliness of Radiology Reports keeping in the 24 hours turnaround timeframe, process for stat results, and best efforts to have all reports delivered to ASU within 24 hours.

4. Proposer shall have at least one individual who specializes in musculoskeletal diagnostic imaging, who is available for urgent service and consultation to ASU’s Sports Medicine Department.

5. List the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including any applicable degrees, additional applicable training, and any professional certifications/licensing.

6. How will your services meet the needs of ASU Students?

7. Provide three (3) references of clients that you currently serve.
SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Response to Section V – Specifications/Scope of Work (40%)
2. Response to Section VII – Proposer Qualifications (25%)
3. Response to Section IX – Pricing Schedule (20%)
4. Sustainability Efforts (10%)
5. Acknowledgement and acceptance of ASU Terms and Conditions (5%)
SECTION IX – PRICING SCHEDULE

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal.

Using the format below, detail the total cost of the engagement based on Options A, B, C, and D.

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Self-Pay</td>
</tr>
<tr>
<td>B</td>
<td>Bridge Plan</td>
</tr>
<tr>
<td>C</td>
<td>Commercial Insurance</td>
</tr>
<tr>
<td>D</td>
<td>Sun Devil Athletics</td>
</tr>
</tbody>
</table>

Option A  | Price charged for services provided to ASU Students without accessible primary insurance (self-pay)

Option B  | Price charged for services provided to ASU Students who are enrolled in ASU’s Bridge Plan
- The Bridge Service Plan at ASU offers discounts on health related services. This is not an insurance policy but a way to reduce the student's total healthcare costs for certain services. Students enroll in the Plan each semester.

Option C  | Standard pricing charged to Commercial Insurance Plans

Option D  | Acceptable total reimbursement from Sun Devil Athletics (SDA) for services provided to students whose expenses are covered by SDA. (Acceptable total reimbursement would include the combination of payments made by primary insurance, secondary insurance and SDA.)

SDA is also interested in considering a capitation agreement, where SDA would pay a set annual amount for all services provided to student-athletes under the agreement. The proposer would retain the ability to access primary insurance for payment to the fullest extent possible for services provided, but would not balance bill the individual, provider will bill SDA’s secondary insurance plan, or SDA for any remaining charges. If willing to enter into this type of arrangement, please indicate the proposed annual cost to be paid by SDA.

<table>
<thead>
<tr>
<th>List Radiology Procedure</th>
<th>CPT code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

- **One (1)** clearly marked hardcopy “original” in 8.5" x 11" double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

- **One (1) “single”** continuous electronic copy (flash drive only), PC readable, labeled and no passwords.

- Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.

- Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

Content of Submittal

If proposer fails to provide any of the following information, with the exception of the mandatory proposal certifications, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Mandatory certifications and Substitute W-9 as per Section XIII.
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME:  _Radiology Services ________________________________

PROPOSAL NUMBER: ____________________________________________

INQUIRY DEADLINE: __3:00 P.M., MST, 02/01/18____________________

QUESTIONS ON:    _____ ORIGINAL PROPOSAL or _____ ADDENDUM NO. __________

DATE: ________________________________

WRITER: ________________________________

COMPANY: __________________________________________

E-MAIL ADDRESS: ________________________________

PHONE: ________________________________ FAX: ________________________________

QUESTIONS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________
SECTION XII – AGREEMENT - TERMS & CONDITIONS

The successful Proposer is expected to enter into an Independent Contractor Agreement for Services and Deliverables, the standard form of agreement approved by the Arizona Board of Regents. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

Arizona State University

INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTING, SERVICES, AND DELIVERABLES

THIS CONTRACT is made between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) and ____________________________________________, a ___________________________________ (Vendor), effective as of _____________, 2018 (the Effective Date).

ASU issued a Request for Proposal 251806 for Radiology Services. Vendor responded with its proposal. ASU and Vendor desire to enter into this Contract for the purpose of Vendor providing ASU with Radiology Professional Services for ASU Students in a cost effective manner.

In consideration of the mutual obligations specified in this Contract, the parties agree as follows:

1. Engagement; Services and Deliverables. ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to perform the services as and when described on Exhibit A (the Services). As part of the Services, Vendor will deliver to ASU all reports, code, documents, software, and other items and materials as and when described on Exhibit A (the Deliverables).

2. Compensation. ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on Exhibit B. Unless described with specificity on Exhibit B, Vendor will be solely responsible for all expenses it incurs in connection with Vendor’s obligations under this Contract. ASU will make all payments to Vendor in Vendor’s legal name as set forth in the opening paragraph. Unless described with specificity on Exhibit B, ASU must receive all Deliverables prior to payment. Payment terms are Net 30 days upon ASU’s receipt of Vendor’s invoice.

3. Price Adjustment. Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. Price change requests shall be a factor in the Contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.

4. Sales and Use Tax. Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.

5. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire twelve (12) months after the Effective Date (the Term). The total Term will not exceed 5 years. ASU may terminate this Contract with or without cause upon 10 days’ prior written notice to Vendor.
termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

6. Independent Contractor. Vendor is an independent contractor. Neither Vendor nor any of Vendor’s owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Vendor, the Vendor Parties), will be employees, agents, partners, or joint venturers of ASU. None of the Vendor Parties will be eligible for any benefits from ASU, including worker’s compensation coverage, nor will ASU make deductions from any amounts payable to Vendor for taxes. Taxes for any amounts paid to Vendor will be Vendor’s sole responsibility.

7. Hours; Business Operations. Vendor will determine Vendor’s hours of work. ASU will not combine the business operations of ASU with Vendor; these operations will be maintained separately. Vendor will provide all tools, equipment, and supplies Vendor determines to be necessary to perform the Services, and Vendor will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.

8. Supervision. Vendor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of Services under this Contract lies solely with Vendor, and ASU is interested only in final results.

9. Records and Reports. Vendor will provide interim written reports concerning the performance of the Services as and when ASU may request. Upon termination of the Term, Vendor will, if requested by ASU, provide a final written report regarding the Services.

10. Nondisclosure and Trade Secrets. Vendor may receive (or has received) from ASU, and may otherwise be exposed to confidential and proprietary information relating to ASU’s business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Vendor with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. As between Vendor and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Vendor will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information to any third party, either during or after the Term, except with ASU’s prior written consent. Upon termination of this Contract, Vendor will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Vendor’s possession or under Vendor’s control. In addition, Vendor will not disclose or otherwise make available to ASU any confidential information of Vendor or received by Vendor from any third party.

Vendor will have no obligation to maintain as confidential any ASU Confidential Information that Vendor can show: (i) was already lawfully in the possession of or known by Vendor before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Contract or any other agreement; (iii) is lawfully received by Vendor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Vendor.

11. Data Use, Ownership, and Privacy. As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Vendor, as well as all data and information managed by Vendor on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Contract, even if generated by Vendor, as well as all data obtained or extracted through ASU’s or Vendor’s use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Vendor by ASU students and employees, and includes personal data, metadata, and user content.
ASU Data will be ASU’s Intellectual Property and Vendor will treat it as ASU Confidential Information. Vendor will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to the extent necessary to fulfill Vendor’s obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Vendor will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU’s prior written consent. Vendor will not, directly or indirectly: (x) attempt to re-identify or de-aggregate deidentified or aggregated information; or (y) transfer deidentified and aggregated information to any party unless that party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered deidentified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Vendor will deliver, destroy, and/or make available to ASU, any or all ASU Data.

Notwithstanding the foregoing, if this Contract contains a scope of work or other provision that requires or allows Vendor to provide aggregated and deidentified data to Vendor’s customers, then Vendor may provide such information solely to the extent allowed in this Contract, and only if such data is aggregated with similar data of other customers of Vendor (i.e. is not identified as ASU, ABOR, or Arizona-specific).

12. Ownership and Assignment of Work Product. All Intellectual Property that any of the Vendor Parties may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the Services (the Contract IP), will be owned by ASU, and where applicable, all copyrightable Contract IP will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for ASU (or if ownership of all rights therein do not otherwise vest exclusively in ASU), Vendor hereby irrevocably assigns, and will cause all Vendor Parties to so assign, without further consideration, to ASU, all right, title, and interest to all Contract IP. Intellectual Property means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, software, code, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, goodwill, and other intellectual property rights relating to the foregoing. Vendor will make full and prompt disclosure of all Contract IP to ASU. Vendor will, and will cause the Vendor Parties, upon request of ASU, to do such acts, and sign and deliver all instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s cost and expense, to cooperate with ASU in the protection of the Contract IP and/or defense of any litigation arising in connection with the Contract IP.

13. Vendor’s Intellectual Property Ownership Rights. Vendor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Vendor informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Vendor hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the performance of the Services.

14. Warranties. Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform; (ii) Vendor will comply, and will be responsible for ensuring Vendor Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Vendor owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Vendor under this Contract will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) all Deliverables will conform to the specifications and descriptions created therefor.
15. Indemnification. Vendor will indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Vendor, or any of the other Vendor Parties; (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

16. Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party’s direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under ASU’s direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory of ASU, as set forth in PUR-202, which is at www.asu.edu/counsel/manual/signatureauthority.html.

17. No Debarment. None of the Vendor Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, non-procurement, or reimbursement program. Vendor affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing Services. Vendor will provide immediate written notice to ASU upon the subsequent exclusion of any of the Vendor Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

18. Notices. All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:

_________________________________________________ (department name)

PO Box

Tempe, AZ  85287-________

Attn:  ______________________ (insert title not an individual name)

With a copy to:

ASU Purchasing and Business Services

PO Box 875212

Tempe, AZ  85287-5212

Attn:  Chief Procurement Officer

To Vendor:

_________________________________________________

_________________________________________________

Attn:  __________________________________________

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

19. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-
1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

20. Conflict of Interest. If within 3 years after the execution of this Contract, Vendor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

21. Arbitration in Superior Court. As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

22. Dispute Resolution. If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

23. Records. To the extent required by ARS § 35-214, Vendor will retain all records relating to this Contract. Vendor will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Vendor. Records may be delivered electronically.

24. Failure of Legislature to Appropriate. In accordance with ARS § 35-154, if ASU’s performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Vendor and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

25. Weapons, Explosive Devices, and Fireworks. ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Vendor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Vendor (Vendor Notification Parties) of this policy is a condition and requirement of this Contract. Vendor further agrees to enforce this Contract requirement against all Vendor Notification Parties. ASU’s policy may be accessed at: www.asu.edu/aad/manuals/pdp/pdp201-05.html.

26. Advertising, Publicity, Names and Marks. Vendor will not do any of the following, without, in each case, ASU’s prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of any ASU Marks must comply with ASU’s requirements, including using the ® indication of a registered trademark where applicable.

27. Information Security. All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the requirements set forth on Exhibit C.
28. **Insurance Requirements.** Without limiting any liabilities or any other obligation of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or subcontractors as described on Exhibit D.

29. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Vendor will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Contract contains a scope of work or other provision that requires or permits Vendor to access or release any student records, then, for purposes of this Contract only, ASU designates Vendor as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Vendor or any Vendor Parties must comply with ASU’s definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (www.asu.edu/aad/manuals/ssm/ssm107-01.html). If Vendor violates the terms of this section, Vendor will immediately provide notice of the violation to ASU.

30. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU’s Title IX Guidance is available at www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf. Vendor will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Vendor Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Vendor Parties comply with ASU’s Title IX Guidance.

31. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

32. **Tobacco-Free University.** ASU is tobacco free. For details, visit www.asu.edu/tobaccofree.

33. **Outside Services; Notification.** Vendor is free to perform work for entities other than ASU as long as such services do not violate Vendor’s obligations under this Contract. Vendor authorizes ASU to notify any employers or clients of Vendor of Vendor’s obligations hereunder.

34. **Construction.** Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Contract. Vendor is not relying on the advice or counsel of any individuals employed by ASU in entering into this Contract. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Contract.

35. **Americans with Disabilities and Rehabilitation Acts.** Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations. All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.
36. **No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Vendor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

37. **Governing Law and Venue.** This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

38. **Interpretation-Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

39. **No Waiver.** No waiver by University of any breach of the provisions of this Contract by Vendor shall in any way be construed to be a waiver of any future breach or bar ASU’s right to insist on strict performance of the provisions of this Contract.

40. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Vendor hereby assigns to the Arizona Board of Regents for and on behalf of ASU any and all claims for such overcharges.

41. **Labor Disputes.** Vendor shall give prompt notice to ASU of any actual or potential labor dispute which delays or may delay performance under this Contract.

42. **Equal Opportunity Clause.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. § 60-1.4.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

43. **Gratuities.** ASU may, by written notice to Licensor, cancel this Contract or any Order Form if it is found by ASU that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Licensor, or any agent or representative of Licensor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Contract is canceled by ASU pursuant to this provision, ASU shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Licensor in providing such gratuities.

44. **Insolvency.** ASU shall have the right to terminate this Contract at any time in the event Vendor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.

45. **Assignment.** Neither party may transfer or assign this Contract or any of its rights or obligations hereunder, either directly nor indirectly, or by operation of law, without the other party’s prior written consent. Any attempt to the contrary will be void.

46. **Compliance with HIPAA.** The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) relating to patient confidentiality or privacy of protected health
information. Based upon the nature of this Contract, the parties shall enter into a Business Associate Agreement in connection with this Contract, in the form as set forth on Exhibit E attached to this Contract.

The parties have signed this Contract as of the Effective Date.

**Arizona Board of Regents for and on behalf of Arizona State University**

By: ________________________________
Name: ________________________________
Title: ________________________________
Date Signed: ________________________________

**Vendor:**

By: ________________________________
Name: ________________________________
Title: ________________________________
Date Signed: ________________________________
EXHIBIT B – CONSIDERATION

If in this Exhibit B ASU agrees to reimburse Vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/aad/manuals/fin/fn421-01.html

If in this Exhibit B, ASU agrees to reimburse Vendor for any expenses, Vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.
EXHIBIT C – INFORMATION SECURITY

All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the following requirements:

(a) Access Control. Control access to ASU’s resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual’s job-related assignment. Vendor will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Vendor will make such information available to ASU for review, upon ASU’s request.

(b) Incident Reporting. Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) Off Shore. Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.

(d) Patch Management. Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU’s request.

(e) Encryption. All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

(f) Notifications. Notify ASU immediately if Vendor receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Vendor has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in this Contract.

(g) Security Reviews. Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU’s request. Currently, no more than two reviews per year are required.

(h) Scanning and Penetration Tests. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Vendor must correct weaknesses within a reasonable period of time, and Vendor must provide proof of testing to ASU upon ASU’s request.

(i) ASU Rights. ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to ASU for review upon ASU request.
EXHIBIT D – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

These insurance requirements are minimum requirements for this Contract and do not limit any indemnity covenants contained in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Vendor from liabilities that might arise out of the performance of the Services by Vendor or the Vendor Parties, and Vendor is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Vendor will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form Contractual liability coverage.

   - General Aggregate $3,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $2,000,000

   a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   - Combined Single Limit (CSL) $1,000,000

   a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor, involving vehicles owned, leased, hired, or borrowed by Vendor.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.
c. Policy will contain a severability of interest provision.

3. **Worker’s Compensation and Employers’ Liability** – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

<table>
<thead>
<tr>
<th>Workers Compensation</th>
<th>Employers Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Technology/Network Errors and Omissions Insurance.**

- Each Claim $2,000,000
- Annual Aggregate $4,000,000

a. This insurance will cover Vendor’s liability for acts, errors, and omissions arising out of Vendor’s operations or Services, including loss from unauthorized access or use that results in identity theft or fraud.

b. Coverage will include the following:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms, and other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis;
- Software Design;
- Systems programming;
- Data processing;
• Systems integration;
• Outsourcing including outsourcing development and design;
• Systems design, consulting, development and modification;
• Training services relating to computer software or hardware;
• Management, repair, and maintenance of computer products, networks, and systems;
• Marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; and
• Data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output.

c. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.

d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

5. **Professional Liability** (Errors and Omissions Liability).

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Each Claim</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

a. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.

b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

B. **Additional Insurance Requirements**: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Vendor, even if those limits of liability are in excess of those required by this Contract.

2. Vendor’s insurance coverage will be primary insurance with respect to all other available sources.

3. Coverage provided by Vendor will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation**: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, ASU, PO Box 876512, Tempe, AZ, 85287-6512 and shall be sent by United States certified mail, return receipt requested.
D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

E. **Verification of Coverage:** Vendor will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, P.O. Box 876512, Tempe, AZ 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. Arizona and/or ASU reserve the right to require complete certified copies of all insurance policies required by this Contract at any time.

F. **Subcontractors:** Vendor’s certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. **Approval:** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.
EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into between the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) and its Health and Wellness (“Covered Entity”) and _____________________________, a [INSERT COMPANY TYPE AND STATE OF INCORPORATION] (“Business Associate”), with an effective date of ____________________ (“Effective Date”). This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”). This Agreement replaces and supersedes the Business Associate Agreement dated __________. [INCLUDE PRECEDING SENTENCE ONLY IF THIS AGREEMENT IS REPLACING EARLIER AGREEMENT.]

RECITALS:

A. Business Associate and Covered Entity have entered into a written agreement titled ____________________________ (the “Written Agreement”), with an effective date of ___________________. Business Associate performs the services described in Written Agreement (“Services”).

B. Covered Entity may make available to Business Associate Protected Health Information of Individuals in conjunction with Services. Business Associate will Use or Disclose such Protected Health Information only in accordance with this Agreement.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of PHI under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Standards”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Standards”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Regulations”), all as amended from time to time.

1. DEFINITIONS

a. Catch-All Definition. Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the HIPAA Rules.

b. Specific Definitions.

i. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
ii. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Arizona Board of Regents for and on behalf of Arizona State University ("ASU") and its Health and Wellness.

iii. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy Standards, the Security Standards, the Breach Notification Regulations, the Enforcement Rules and all other regulations and requirements found in 45 CFR Part 160 and Part 164.

2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

   a. **Compliance with HIPAA Rules.** Business Associate will comply with the requirements of the HIPAA Rules applicable to Business Associate;

   b. **Use or Disclosure.** Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

   c. **Safeguards.** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any ePHI, if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed;

   d. **Reporting.** Business Associate agrees to report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;

      i. **Use or Disclosure.** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within 5 business days of Business Associate’s learning of such Use or Disclosure.

      ii. **Security Incidents.** Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware as soon as practicable, but no later than 5 business days from the date Business Associate learned of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, as frequently as the parties mutually agree, but no more than once per month.
iii. **Breach of Unsecured PHI.** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule, as soon as practicable, but no later than 5 business days from the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule. Business Associate will reasonably cooperate and coordinate with Covered Entity in an investigation related to a Use and Disclosure not permitted by this Agreement, a Security Incident, or a Breach of Unsecured Protected Health Information. Business Associate will also reasonably cooperate and coordinate with Covered entity in the preparation of any reports or notices to Individuals, regulatory agencies or third parties as required by federal or state law. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate’s Subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals. Business Associate also will defend, hold harmless and indemnify Covered Entity and its employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys’ fees), which the Covered Entity may incur due to a Breach or breach of this Agreement caused by Business Associate or Business Associate’s Subcontractors or agents.

e. **Subcontractors.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

i. Business Associate agrees that, when one of its Subcontractors creates, maintains, transmits or receives PHI on behalf of Business Associate, Business Associate first will enter into an agreement with such Subcontractor that contains the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.

ii. The Subcontractor contract must meet the requirements of a Business Associate Agreement set forth in 45 C.F.R. §§ 164.314 and 164.504(e) and include a requirement that the Subcontractor will comply with the applicable requirements of the HIPAA Rules.

f. **Access to Protected Health Information.**

i. **Covered Entity Access.** Within 5 business days of a request by Covered Entity for access to PHI, Business Associate will make requested PHI available to Covered Entity and will provide a copy upon request.

ii. **Individual Request.** Business Associate agrees to make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.
1. If an Individual makes a request for access directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual’s request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request;

2. Form and Format. If Business Associate maintains PHI received from Covered Entity electronically in one or more Designated Record Sets and an Individual requests an electronic copy of such information from either Business Associate or Covered Entity, Business Associate will provide Covered Entity with an electronic copy of such PHI in the form and format requested by Covered Entity, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

g. Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

i. Within 5 business days of receiving a request from Covered Entity to amend an Individual’s PHI, Business Associate will provide such PHI to Covered Entity for amendment. Alternatively, if Covered Entity’s request includes specific instructions on how to amend the PHI, Business Associate will incorporate such amendment into the PHI it holds within 5 business days of receipt of the Covered Entity request.

h. Accounting. Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;

i. Disclosure Records. Business Associate will keep a record of any Disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for as long as it is required to maintain such record under the HIPAA Rules.

ii. Data Regarding Disclosures. For each Disclosure for which it is required to keep a record under Section 2(h)(i), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.

iii. Provision to Covered Entity. Within 5 business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its records of Disclosures.
iv. **Request by Individual.** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its record of Disclosures to Covered Entity within 5 business days of Business Associate’s receipt of the Individual’s request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual.

i. **Covered Entity Responsibilities.** Business Associate agrees, to the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

j. **Access to Books and Records.**

   i. **Covered Entity Access.** Business Associate will, within 5 business days of Covered Entity’s written request, make available during normal business hours at Business Associate’s offices, all records, books, agreements, policies and procedures relating to the Use or Disclosure of PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate’s compliance with this Agreement.

   ii. **Government Access.** Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the HIPAA Rule.

   iii. **No waiver.** No attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

   a. **Permitted Uses.** Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Services.

   b. Business Associate may Use or Disclose Protected Health Information as Required By Law.

   c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s minimum necessary policies and procedures.

   d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

   e. Business Associate may Use PHI for Business Associate’s management and administration, or to carry out Business Associate’s legal responsibilities. Business Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is Required By Law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i)
hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required By Law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.

f. **Data Aggregation and De-Identification:** Business Associate may Use PHI to perform Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate also may de-identify PHI in accordance with 45 C.F.R. § 164.514. [IF YOU BELIEVE BA WILL NOT PERFORM DATA AGGREGATION OR DEIDENTIFICATION, THEN CONSIDER DELETE ONE OR BOTH OF THE ABOVE SENTENCES.]

4. **TERM AND TERMINATION**

a. **Term.** The Term of this Agreement shall be effective as of [Insert effective date], and shall terminate on [Insert termination date or event. Tie to the end of the underlying agreement if any] or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement [or the Written Agreement, if any].

c. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, within thirty (30) days, all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Alternatively, Business Associate may, upon Covered Entity’s consent, destroy all such PHI and provide written documentation of such destruction. Business Associate shall retain no copies of the Protected Health Information. Business Associate will be responsible for recovering any PHI from its Subcontractors, or documenting their destruction of such PHI, consistent with the terms of this Section.

d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

5. **MISCELLANEOUS PROVISIONS**

a. **Compliance with Laws.** The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments.

b. **Restrictions on Use or Disclosures of PHI.** If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Business Associate will restrict the Use or Disclosure of PHI consistent with the Covered Entity’s instructions.
c. **Mitigation Procedures.** Business Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its Subcontractors’ Use or Disclosure of PHI in a manner that violates this Agreement.

d. **Personnel Obligations.** Business Associate will inform all of its employees, agents and Subcontractors (“Business Associate Personnel”) who will be involved in providing Services, of the Business Associate’s obligations under this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violate this Agreement.

e. **Minimum Necessary.** Business Associate will limit its access to, Use of, Disclosures of and requests for PHI in accordance with the minimum necessary standard set forth in the HIPAA Rules and guidance issued by the Secretary of the Department of Health and Human Services (HHS).

f. **Compliance with HITCH Act and Regulations.** Business Associate will comply with the requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.

g. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

h. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

i. **Construction of Terms.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

j. **Third Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

k. **Notices.** All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.
l. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the HIPAA Rules. There are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

m. **Written Agreement.** This Agreement will be considered an attachment to Written Agreement, if any, and is incorporated as though fully set forth within the Written Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of Written Agreement.

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

o. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Business Associate’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

p. **Publications.** Business Associate recognizes that under ASU policy, the result of work performed under this Agreement must be publishable. Business Associate agrees that Covered Entity and its employees and students engaged in work under this Agreement shall be free to present methods and results of the work performed under this Agreement at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement, subject to compliance with the PHI confidentiality requirements specified in this Agreement. Covered Entity agrees that it shall provide Business Associate, at least thirty (30) days in advance, copies of proposed manuscripts for Business Associate to review prior to publishing.

6. **ARIZONA STATE PROVISIONS**

a. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60 300.5(a) and 60 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.** Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
b. **Conflict of Interest.** In accordance with Arizona Revised Statutes ("A.R.S.") § 38 511, Covered Entity may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Covered Entity, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

c. **Arbitration in Superior Court.** In the event of litigation, as required by A.R.S. § 12 1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

d. **Records.** To the extent required by A.R.S. § 35 214, Covered Entity will retain all records relating to this Agreement. Covered Entity will make those records available at all reasonable times for inspection and audit by Covered Entity or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by Covered Entity on reasonable notice to Business Associate.

e. **Failure of Legislature to Appropriate.** In accordance with A.R.S. § 35 154, if Covered Entity’s performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then Covered Entity may provide written notice of this to Business Associate and cancel this Agreement without further obligation of Covered Entity. Appropriation is a legislative act and is beyond the control of Covered Entity.

f. **ASU Names and Marks.** Business Associate will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of Covered Entity (the "ASU Marks"), without in each case, the prior written consent of Covered Entity. Business Associate’s use of any ASU Marks must comply with Covered Entity's requirements including using the ® indication of a registered trademark where applicable.

**COVERED ENTITY:**

Arizona Board of Regents for and on behalf of Arizona State University

By: __________________________

Heather Clark

Associate Director, Office for Research and Sponsored Projects Administration

Date: __________________________

**BUSINESS ASSOCIATE:**

(entity name)____________________

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
Contacts for Notices under this Agreement:

For ASU:  
Office for Research and Sponsored Projects Administration  
P.O. Box 876011  
Tempe, AZ 85287-6011  
480-965-1427  
ASU.awards@asu.edu

and

Joanne Anderson  
Associate Director Counseling, Health, and Wellness

and

Aaron D. Krasnow, Ph.D.  
ASU HIPPA Privacy Officer  
480-727-5269  
Aaron.Krasnow@asu.edu
SECTION XIII – MANDATORY CERTIFICATIONS

(Fillable PDF versions of mandatory certifications are located on-line under Supplier Forms: http://cfo.asu.edu/purchasing-forms. ORIGINAL signatures are REQUIRED for either version.)

CONFLICT OF INTEREST CERTIFICATION

____________________  
(Date)

Purchasing and Business Services  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212

The undersigned certifies that to the best of his/her knowledge: (check only one)

(  ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

(  ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

________________________________ _________ _______________________  
(Email address)  
(Address)

________________________________ _________ _______________________  
(Signature required)  
(Phone)

________________________________ _________ _______________________  
(Print name)  
(Fax)

________________________________ _________ _______________________  
(Print title)  
(Federal Taxpayer ID Number)

(Rev. 4/22/14)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

__________________________________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
   (i) The Offeror and/or any of its Principals—

   (A) (check one) Are ( ) or are not ( ) presently debarred, suspended, proposed for
debarment, or declared ineligible for the award of contracts by any Federal agency;
(The debarred list (List of Parties Excluded from Federal Procurement and Non-
Procurement Programs) can be found at https://www.sam.gov/index.html/#1#1.)

   (B) (check one) Have ( ) or have not ( ), within a three-year period preceding this
offer, been convicted of or had a civil judgment rendered against them for: commission
of fraud or a criminal offense in connection with obtaining, attempting to obtain, or
performing a public (Federal, state, or local) contract or subcontract; violation of
Federal or state antitrust statutes relating to the submission of offers; or commission
of embezzlement, theft, forgery, bribery, falsification or destruction of records, making
false statements, tax evasion, or receiving stolen property; and

   (C) (check one) Are ( ) or are not ( ) presently indicted for, or otherwise criminally
or civilly charged by a governmental entity with, commission of any of the offenses
enumerated in paragraph (a)(1)(i)(B) of this provision.

   (ii) The Offeror (check one) has ( ) or has not ( ), within a three-year period preceding
this offer, had one or more contracts terminated for default by any Federal agency.

(2) (a) “Principals,” for the purposes of this certification, means officers; directors; owners;
partners; and, persons having primary management or supervisory responsibilities within a
business entity (e.g., general manager; plant manager; head of a subsidiary, division, or
business segment, and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

________________________________________________________________________
(email address) (address)
________________________________________________________________________
(signature required) (phone)
________________________________________________________________________
(print name) (fax)
________________________________________________________________________
(print title) (federal taxpayer ID number)

(Federal Debarred List Continued)
(Rev. 4/22/14)
ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

____________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(Signature page follows)
LEGAL WORKER CERTIFICATION

______________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

A breach of the foregoing warranty shall be deemed a material breach of the contract. In addition to the legal rights and remedies available to the University hereunder and under the common law, in the event of such a breach, the University shall have the right to terminate the contract. Upon request, the University shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

(Email address)   (Address)
(Signature required)   (Phone)
(Print name)   (Fax)
(Print title)   (Federal Taxpayer ID Number)

(Rev. 6/23/14)
The Supplier Sustainability Questionnaire is used to help the University understand how sustainable a supplier is. Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. There are two (2) different questionnaires posted, one is for large companies while the other is for small businesses. A company is considered to be large when there are more than 100 fulltime employees or over 4 million dollars in annual revenue generated.

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: ________________________ Date: ______________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What are your firm’s annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
3. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What is your firm’s annual waste to landfill generated in metric tons? (Enter total metric tons)
3. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What is your firm’s annual water waste in gallons? (Enter total gallons)
3. What plan is in place to reduce water waste in the future?

Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Has an environmental life-cycle analysis of your firm’s products been conducted by a certified testing organization?
8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
10. Name any third party certifications your firm has in regards to sustainable business practices?
11. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?

If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

Energy
Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
  o http://www.ghgprotocol.org/calculation-tools
Practice Green health provides basic information and tools for emissions as well:

Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
  o http://www.epa.gov/epaoswer/smm/wastewise/measure-progress.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

**Water Waste**
BSR’s guide on how to establish your water usage:
  o **http://www.bsr.org/reports/BSR_Water-Trends.pdf**
EPA information about conserving water:
  o **http://water.epa.gov/polwaste/nps/chap3.cfm**

**Packaging**
Links to get you started on sustainable packaging:
  o **http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm**

**Sustainability Practices**
Ideas for alternative transportation programs:
  o **http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTransportPrograms.pdf**
The EPA environmentally preferable purchasing guidelines for suppliers:
  o **http://www.epa.gov/epp/**
EPA life cycle assessment information:
  o **http://www.epa.gov/nrmrl/std/lca/lca.html**
Green Seal green products & services:
Ecologo cleaning and janitorial products:
EPA information on sustainable landscape management:
  o **http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm**
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: ______________________ Date: ____________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:
- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What plan is in place to reduce water waste in the future?

Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?

7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?

8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?

9. Name any third party certifications your firm has in regards to sustainable business practices?

10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

**Community**

1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?

2. What educational programs does your firm have to develop employees?

If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

**Energy**

Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
- [http://www.ghgprotocol.org/calculation-tools](http://www.ghgprotocol.org/calculation-tools)

Practice Green health provides basic information and tools for emissions as well:

**Solid Waste**

The EPA’s pre-built excel file to help measure and track your waste and recycling:
- [http://www.epa.gov/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)

Greenbiz’s comprehensive guide to reducing corporate waste:

**Water Waste**

EPA information about conserving water:
- [http://water.epa.gov/polwaste/nps/chap3.cfm](http://water.epa.gov/polwaste/nps/chap3.cfm)

**Packaging**

Links to get you started on sustainable packaging:

**Sustainability Practices**

Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
  o http://www.epa.gov/epp/

EPA life cycle assessment information:
  o http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
  o http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

<table>
<thead>
<tr>
<th>TAXPAYER IDENTIFICATION NUMBER (TIN)</th>
<th>EMPLOYER ID NUMBER (EIN)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Social Security Number (SSN)</td>
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</tbody>
</table>

**LEGAL NAME:**
(must match TIN)

**LEGAL MAILING ADDRESS:**
(Where tax information and general correspondence is to be sent)

DBA/Branch/Location:

ADDRESS LINE 1:

ADDRESS LINE 2:

CITY: | ST: | ZIP:

**REMIT TO ADDRESS:**
Same as Legal Mailing Address

DBA/Branch/Location:

ADDRESS:

ADDRESS LINE 2:

CITY: | ST: | ZIP:

**ENTITY TYPE** (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)

- Individual (not a business)
- Sole proprietor (individually owned business or sole proprietor organized as LLC or PLLC)
- Corporation (not providing health care, medical or legal services) (EP: 5)
- Corporation (providing health care, medical or legal services) (EP: 5)
- Partnership, LLP or partnership organized as LLC or PLLC
- The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
- A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)
- Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)
- An international organization or any of its agencies or instrumentalities (EP: 4)
- State of Arizona employee

Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?

- Yes
- No (FC: D/E)

**CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

**Certification instructions.** You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of U.S. Individual Date:

**NOTE:** IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.
**Legal Name:**

**TIN:**

Are you doing business in Arizona for purposes of sales/use tax collection and remittance? 

- Yes
- No

If you select Yes, please provide your Arizona License # and sales/use tax rate charged %. DUNS#

### SECTION 1 - FEDERAL INFORMATION

**What is your business’ federal classification type?** See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) [http://www.sba.gov/size](http://www.sba.gov/size)

- Large Business? YES
- NO
- Small Business? YES
- NO

Please check all that apply to your business for the federal supplier type or check Not Applicable here:

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
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<tr>
<th>Veteran-Owned (VO)</th>
<th>Minority Institution (MI)</th>
<th>HUB Zone (HZ)</th>
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### SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION

Are you self-certified according to this State of Arizona definition? “Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year”

- YES
- NO

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.

Print Name:

Signature:

Phone: Fax:

Email:

**VENDOR:** List the product or service provided.

If the buyer name is listed, please return to the buyer.

Buyer: Phone: Email:

**NOTE:** IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.