GRHC.org
520.562.3321

Gila River
HEALTH CARE

483 West Seed Farm Rd,
Sacaton, AZ 85147

July 27, 2018

Request for Proposal

Specialized Therapy Service Provider for The Caring House

RFP Number:	**6-FY18-TCH-005**
RFP Due Date/Time:	**August 31, 2018 12:00 PM Arizona Time**
Response Address:	**Gila River Health Care** **Contracts & Grants Department** **Attn: Anna Self, MBA** **483 West Seed Farm Road, Building 5** **Sacaton, AZ 85174** **Re: 6-FY18-TCH-005** **Specialized Therapy Service Provider for The Caring House**
Contact Information:	ANNASELF@GRHC.ORG **602-528-1200 ext.1549**

PLEASE READ ALL PAGES: RESPONSES MUST BE SUBMITTED BY THE ABOVE DATE AND TIME. RESPONSES RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED

Statement of Confidentiality

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I. The Gila River Health Care Journey

Founded in 1976 when Gila River Health Care (GRHC) received Joint Commission accreditation, the vision of GRHC has been to be the premier Native American healthcare delivery system empowered to serve the lifelong needs of our people. Establishing itself as a federally recognized 638 non-profit entity in 1995, GRHC has had a continuing mission to provide superior, comprehensive and community-oriented improvements to the health and wellness of the Gila River Indian Community, Ak-Chin Indian Community, and other federally recognized tribes of the United States.

Gila River Health Care promotes a healing environment that fosters physical, emotional, mental, and spiritual wellness while focusing on a care model that promotes collaboration between patients, their families, and healthcare providers. It is because of our promise to treat everyone with dignity and respect and our commitment to core values of Accountability, Commitment, Patients & Families, Culture, Quality, Self-Governance, and Trust that GRHC has become a leader to the populations we serve in Native healthcare.

Healthcare service is offered from GRHC's campuses. GRHC employs approximately 1,400 people, with additional service points across the seven Tribal Community Districts including: the Komatke Health Center Campus, Ak-Chin Clinic, the Hu Hu Kam Memorial Hospital Campus, and the new Hau'pal (Red Tail Hawk) Health Center in Chandler, Arizona. Each campus is distinct and responsive to patient healthcare needs.

II. The Caring House

The Caring House is a skilled nursing facility that provides specialized rehabilitative services. Resident care is distinguished by a unique commitment from staff to provide highly-skilled, culturally-competent, kind and compassionate, restorative nursing care while working with residents to optimize and reinforce their skill with functional activities.
The Caring House is a 100-bed facility with the following specialty care units:

- Unit A: Dementia/Alzheimer with 20 beds
- Unit B: Skilled Nursing with 15 beds and an additional 5-bed Hospice
- Units F & E: Long Term Care with 60-resident capacity
- Unit G: Adult Daycare

III. RFP Process

A. Proposal Submission

Proposals shall be addressed to:

Gila River Health Care
Contracts & Grants Department
Attn: Anna Self, MBA
483 West Seed Farm Road, Building 5
Sacaton, AZ 85247
Re: 6-FY18-TCH-005 Specialized Therapy Service Provider for The Caring House

Proposals shall be submitted by:

Date: August 31, 2018
Time: 12:00 PM Arizona Time

B. Schedule of Events

The following is a list of the scheduled events in the RFP process:

RFP Issue Date	7/27/18
Deadline for RFP Inquiries/Communication: Inquiries must be made in writing (via email) No inquiries will be addressed after this date	8/9/18 12:00 PM Arizona Time
Addendum Issued (if applicable): Final Addendum to RFP will be issued; no inquiries or communications will be allowed regarding questions about RFP	8/10/18
RFP Response Due Date Contracts and Grants Office –Bldg. 5 483 W. Seed Farm Rd. Sacaton AZ 85147	8/31/18 12:00 PM Arizona Time
Short listed Firm Interview Confirmation (if applicable):	Upon Selection
Recommendations and Approval	Upon approval of the Evaluation Committee's contract award recommendation

C. Proposal Format

1. Proposals and other materials submitted by FAX or solely via email will not be accepted.

2. Submit bound, neatly organized proposals with the appropriate tabs/dividers:

   - ❖ No 3-ring binders allowed.
   - ❖ Maximum sheet size is 8 1/2" x 11".
   - ❖ Minimum text size is 10 point.
   - ❖ Pagination is required.
   - ❖ Table of contents is required.

D. Proposal Preparation Instructions

The proposal format and specific content requirements is to aid GRHC in evaluation purposes. Non-conformance with these instructions may be cause for rejection of the proposal.

1. Proposal shall be clearly and concisely prepared in writing.

2. Proposals shall conform to the prescribed format and content as to enable GRHC to conduct a thorough evaluation.

3. Proposal package shall be comprised of a sealed envelope clearly identified with your name and address, and number and title of this RFP. Envelope shall contain the following:

   - ➢ One (1) original Applicant proposal clearly marked "Specialized Therapy Service Provider for The Caring House", and six (6) copies (i.e., seven identical sets of documents).
   - ➢ Additionally, please email a soft copy of your proposal to ANNASELF@GRHC.ORG.

All communications made in the proposal shall become a part of any resulting Contract including clarifications.

Deliver proposal to Anna Self at GRHC Life Center, Bldg. #5 at Hu Hu Kam Hospital, 483 W. Seed Farm Road, Sacaton, AZ 85147. Proposals received after the due date and time cannot be accepted.

- **Respondents may not withdraw their proposal for a period of ninety (90) calendar days after the date set for receipt of proposals.**
- **The selected organization must guarantee their bid for a period of sixty (60) calendar days from the date the proposal is received. Proposals will be privately reviewed by the GRHC management. GRHC reserves the right to reject any or all proposals, to waive informalities and irregularities, and to accept any proposal considered advantageous to GRHC.**

IV. RFP Communication

Prospective Applicants may make written inquiries via email and/or hard copy to the GRHC Contracts and Grants Writer, Anna Self, at ANNASELF@GRHC.ORG. Contact also may be made with Deborah Tinsley at DTINSLEY@GRHC.ORG if Anna is not available.
All requests must be submitted no later than August 9, 2018 **12:00 PM** Arizona Time. Verbal inquiries will not be accepted. All responses will be provided to the Applicant in written (email and/or hard copy) form.

Please do not direct communications regarding this RFP to other individuals, or other related organizations such as the Boards of Directors, Executive Members, Tribal Committees, and affiliates, etc.

V.Scope of Work

GRHC has identified a need to procure services of a Specialized Therapy Service Provider for The Caring House, its skilled nursing facility. The intent of this contracted service is to ensure that every resident receives specialized rehabilitative services as determined by their comprehensive plan of care to assist them to attain, maintain, or restore their highest practicable level of physical, mental, functional, and psycho-social wellbeing. Upon completion of contract requirements, the chosen Applicant will provide the services outlined in Attachment A, Services Required.

VI.Proposal Requirements

Applicant Proposal
The bound Proposal shall address the following items in the exact order and format by each section below:

A. Acknowledgements

1. Bidders must acknowledge receipt of amendments and/or addendums to this solicitation, if applicable.

2. Include a statement acknowledging that the Applicants accepts the RFP minimum standards and responses for incorporation into a final agreement if the bid is successful.

3. Bidders must acknowledge being amenable to signing the Gila River Health Care Tribal Language Addendum (Attachment F).

B. Individual company's experience and ability to perform on healthcare programs with size and complexity similar to the proposed project

1. A brief history of the company, including years in business and number individuals employed by the firm. Do not include contract employees.

2. Provide an overview of projects implemented by your organization with explanations of how those projects are representative and/or reflective of experience that is pertinent to and/or will add value to this project (i.e., serving skilled nursing facilities).

3. Include three (3) client references for similar projects completed in the last ten (10) years by the person or team proposed for this project.

C. Cost Proposal/Budget

1. Provide a clear and comprehensive price quote.

2. List any additional, reimbursable expenses you expect to incur. If none, so state.

D. Resumes

Provide the following:

1. Program Staff/Team – Please list each professional that would be assigned to this program, with the role they are scheduled to play, their professional qualifications, background checks, drug screening, and any applicable licenses/certifications. Provide a detailed resume of each proposed staff

member, including all positions held within the past 10 years and client references.

2. Identify staff who worked on the previous projects listed in item B 2 above. Note: Your organization will be required to retain staff indicated in the proposal on the project through the end of the project. Change in professional staff requires GRHC written approval or your organization will incur a liquidated damage **penalty of $5,000** for change of staff (per each staff change).

E. Certificate of Liability/Insurance required by start date of proposed services.

F. Gila River Indian Community Business License, to be paid by Contractor, required by start date of proposed services.

G. The most recent financial statement for your organization, as well as a list of agency principals.

H. A signed statement certifying your organization is not involved in any type of litigation or other action that would prevent the organization from meeting any contract obligation with GRHC.

I. Attest that the organization, the owner of the organization, and anyone having controlling interest in the organization has not been excluded, debarred, or sanctioned in connection with any federal healthcare program.

VII. Evaluation Guidelines

Proposal Evaluation	Points
Meets required Applicant qualifications	20
Meets desired Applicant qualifications	20
Demonstrates familiarity with Gila River Indian Community and government institutional owner	10
Provides evidence of being Native American	10
Demonstrates ability to start upon receipt of a signed contract	15

Each Proposal will be evaluated on a 75 point system

A. Final Selection

The Applicant with the highest overall score will be awarded the contract.*
* See section X. Reservations

VIII. Gila River Indian Community Minimum Contracting Standards

By electing to participate in the application process, the successful Applicant agrees that it will abide by the following GRHC minimum contracting standards which are incorporated into and will control in the event of a conflict with any future agreements arising out of this RFP unless expressly waived by GRHC.

a) CONFIDENTIALITY: Applicant shall maintain all non-public information secured in connection with any contract with GRHC in strict confidence, with disclosure only to individuals as needed to perform under the contract, and on a need to know basis. Any Applicant who has access to protected health information is responsible for complying with HIPAA and agrees to enter into a HIPAA compliant business associate agreement (a "BAA") approved by GRHC. In the absence of a separate BAA, Applicant agrees to abide by the model BAA published by the US Health and Human Services, incorporated by this reference. Applicant may not use GRHC's or the Gila River Indian Community's name in advertising, promotional materials, or other forms without advance written permission as to each specific use.

b) TRIBAL BUSINESS LICENSING: Individuals and firms conducting business on the Gila River Indian Community must obtain a Business License. The cost of an annual license is approximately $150.00.
Applicant shall comply with the Gila River Indian Community's business registration, licensing, and other applicable tribal regulatory laws, and shall pay any applicable licensing fees. A copy of a current Business License must be provided to Gila River Health Care and be maintained for the duration of the contract.

c) GOVERNING LAW AND JURISDICTION: Unless otherwise approved by the Gila River Health Care Board of Directors, the contract shall be governed by, construed in accordance with the laws of the Gila River Indian Community, and the Applicant consents to jurisdiction of the Gila River Indian Community Courts for all matters related to or arising out of the contract.

d) SOVEREIGN IMMUNITY: The parties acknowledge and agree that GRHC is a subordinate economic entity of the Gila River Indian Community performing an essential government function with sovereign immunity. Nothing herein or in an agreement or contract arising out of the RFP shall constitute a waiver of GRHC's government status or its entitlement to exemptions from federal or state laws, and nothing shall constitute a waiver of sovereign immunity by GRHC, the Gila River Indian Community, or any of its subordinate economic entities. Enforcement of contract rights by GRHC is not an implied waiver of immunity to counterclaims. The parties acknowledge and agree that a waiver of immunity may only be granted by express and unequivocal resolution by the GRHC Board.

e) APPLICANT RESPONSIBILITY: Nothing in the contract shall relieve or limit the Applicant's responsibility for damages for its own negligence or breach of the contract. Nothing shall require GRHC to indemnify or hold Applicant harmless for its own negligence, breach, or misconduct. All products from or services by a Applicant are warranted or represented as being suitable for the intended purpose of the Contract.

- **The Applicant that is awarded services under this RFP will be required to execute the GRHC Contract. If RFP respondent will take issue with any portion of the Contract, proposal should clarify with specificity any exclusion, clarifications, assumptions, or concerns pertaining to the Contract.**

IX. GRHC Terms and Conditions

- **Proprietary Information:** Any restrictions on the use of the information contained within a proposal must be clearly stated within the proposal. All other material contained in the proposal shall become property of GRHC.
- **Addendum or Supplements to the RFP:** In the event it becomes necessary to revise any part of this RFP, an addendum will be posted on How to do Business with GRHC website (http://grhc.org/about/how-to-do-business-with-grhc/).
  It is the Applicants responsibility to periodically check the website for addenda. GRHC reserves the right to request, and the Applicants agrees to furnish, any additional data required to support the information contained within their proposals.
- **Applicant Responsibility:** The selected Applicant, prior to commencing work at GRHC, shall be responsible for: 1) obtaining a Tribal Business License (approximately $150 cost); 2) providing proof of insurances; 3) providing a copy of their IRS W-9; 4) completing the Disclosure of Ownership/Control and Criminal Offenses Statements form.
- **Insurance Requirements:** The selected Applicant shall provide and maintain, insurance during the term of the proposed services with minimum limits of $1,000,000 per occurrence, $3,000,000 aggregate for auto, general liability, and property damage. The Applicant shall also provide and maintain workers compensation coverage as required by the State of Arizona. The selected Applicant shall provide and maintain professional liability insurance with minimum limits of $1,000,000 per occurrence, $3,000,000 aggregate. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs. Such coverage shall be provided and maintained at the selected Applicant's own expense. GRHC must be named additional insured on the Certificate of Insurance and be listed as a Certificate Holder.
- **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to GRHC shall be delivered to the Procurement Officer identified at the beginning of this RFP prior to commencing services under this Contract. Such certificates or other evidence shall:
  - Specifically identify this Contract;
  - Clearly evidence all coverages required in this Contract;
  - Contain the express condition that GRHC is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
  - Include copies of the additional insured endorsement to the commercial general liability policy, adding Gila River Indian

Community, Gila River Health Care, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Contract.

- **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to GRHC with an A.M. Best rating of not less than A: VII unless otherwise approved by GRHC. The insurance company must be licensed to conduct business in the State of Arizona.
  Should any policy be written on Claims Made paper, Insurance shall be purchased for an extended reporting period (tail coverage) at a minimum of three years following the cancellation of the claims made policy or completion of this contract whichever occurs later.
  It will be necessary to provide GRHC with the specified Certificates of Insurance, prior to the final execution of the contract for services.

X. General Information

- GRHC is responsible only for what is expressly stated in this RFP and written addenda thereto. GRHC is not responsible for and will not be bound by any person not authorized to act on its behalf.
- As of the issuance date of this RFP and continuing until the date for submission of proposals, communications with GRHC employees pertaining to this RFP is strictly limited. Personnel representing GRHC will not conduct meetings, conferences, or conversations, or exchange written communications regarding this RFP with individuals who are considering responding to this RFP. An Applicant who is found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFP.
- Screening: Applicant must confirm in writing that s/he has had a background check that did not reveal any crimes that are prejudicial to working around patients, staff, and drugs.
- Tobacco and Drug Free Workplace Policy: All GRHC properties are tobacco and drug free workplaces.
- Non-Discrimination: GRHC does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract but reserves the right to give preference to Native Americans.

XI. Reservations

With respect to this RFP, GRHC reserves certain rights at any time, as follows:

- Reject any proposal without indicating any reason for such rejection;
- Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, or in the RFP process, or as part of any subsequent contract negotiation;
- Request that respondents supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- Request that respondents make an oral and/or written presentation if more information is deemed necessary;
- Terminate this RFP and issue a new RFP;
- Modify the selection process, the specifications or requirements for materials or services;
- Modify the requirements for the content, or format of the proposals;
- Extend any deadline specified in this RFP, including deadlines for accepting proposals;
- Terminate failed negotiations with a respondent without liability, and negotiate with other respondents;
- Disqualify any respondent on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal, or other information available to GRHC;
- Request that services be provided by certain staff of a respondent, or request that certain staff of a respondent be excluded from providing services as determined by GRHC to be in its best interest;
- Reject a respondent's proposal where the respondent is in breach of, or in default under, any other agreement with GRHC;
- Award multiple contracts if it is deemed necessary to provide the specified services; and
- Costs of preparation of proposals will be borne by the proposer.

XII. Attachments

A. Services Required.
B. Applicant Qualifications.
C. Indian Owned Economic Enterprise Qualification Statement.
D. Gila River Indian Community Business License Application.
E. Disclosure of Ownership-Control and Criminal Offenses Statement.
F. Gila River Health Care Tribal Language Addendum.

ATTACHMENT A:

SERVICES REQUIRED:

The Specialized Therapy Service Provider (Provider), in coordination with The Caring House (TCH), will provide the services including but not limited to physical therapy, occupational therapy, speech-language pathology services, and rehabilitative services, as required in the resident's comprehensive plan of care at TCH. The services are to be provided by qualified personnel as defined in the guidance under tag F826 and who are acting within the State's scope of practice laws and regulations.[1]

Definitions:

Specialized Rehabilitative Services — includes but is not limited to physical therapy, speech-language pathology, occupational therapy, or respiratory therapy and are provided or arranged for by the nursing home. They are "specialized" in that they are provided based on each resident's individual assessed rehabilitative needs based on their comprehensive plan of care and can only be performed by or under the supervision of qualified personnel.

Restorative Services — these services are not considered Specialized Rehabilitative Service - As referenced in Section O of the MDS/RAI manual -Restorative services refers to nursing interventions that promote the resident's ability to adapt and adjust to living as independently and safely as possible.[2] This concept actively focuses on achieving and maintaining optimal physical, mental, and psychosocial functioning. A resident may be started on a restorative nursing program when he or she is admitted to the facility with restorative needs, but is not a candidate for formalized rehabilitation therapy, or when restorative needs arise during the course of a longer-term stay, or in conjunction with formalized rehabilitation therapy. Generally, restorative nursing programs are initiated when a resident is discharged from formalized physical, occupational, or speech rehabilitation therapy.

Qualified Personnel — means a physical therapist, occupational therapist, respiratory therapist, speech-language pathologist, physician, nurse practitioner, clinical nurse specialist, or physician's assistant, who is licensed or certified by the state to furnish therapy services. Qualified personnel may also include a physical therapist assistant (PTA), or an occupational therapy assistant (OTA) when furnishing services under the supervision of a qualified therapist.

The Rehabilitation Director (to be named) will:

- oversee the provision of specialized rehabilitation services.
- participate and attend the daily departmental leadership team meeting; weekly Medicare utilization review committee meeting; and TCH's Quality Assurance and Performance Improvement (QAPI) committee functions.
- provide accurate and timely billing information to TCH's Director of Finance.

[1] https://www.licamedman.com/ftag/755/f826-rehab-services-physician-order-qualified-person

[2] https://www.ahcancal.org/facility_operations/Documents/RAI_3.0/MDS%203.0%20Chapter%203%20-%20Section%20O%20V1.02%20June%2010,%202010.pdf

- utilize CASAMBA documentation assistant[3]
- participate in the comprehensive assessment and person centered care plan
- participate in the discharge planning process to assure continuity of care
- perform screens for the need for therapy services
- comply with the Code of Federal Regulations 483.10- 483.95[4]

The above list is not exhaustive for duties, responsibilities, and expectations in providing specialized rehabilitative services at TCH.

Basic Service Expectations: Physical and Occupational Therapy

Provider will ensure that the services:

- maintain, improve, or restore the individual's muscle strength, balance, range of motion, functional mobility; or prevent, or slow decline or deterioration in the individual's muscle strength.
- maintain, improve, or restore the amount of activity the individual could do to maintain, improve, or restore their independence.
- assist an individual in minimizing pain to enhance function and independence.
- maintain or decrease the amount of assistance needed by the individual to perform a task.
- maintain, improve, or restore gross and fine motor coordination, including sensory awareness, visual-spatial awareness, and body integration.
- assist with maintaining, improving, or restoring memory, problem solving, attention span, and the ability to recognize safety hazards.

Basic Service Expectations: Speech-Language Pathology

Provider will ensure that the services:

- maintain, improve, or restoring auditory comprehension, such as understanding common functional words, concepts of time and place, and conversation.
- maintain, improve, or restoring the functional abilities of individuals with moderate to severe hearing loss. For example, is the individual instructed how to effectively and independently use environmental controls to compensate for hearing loss such as eye contact, preferential seating, and use of the better ear or hearing aid?
- include assessing individuals who cannot speak or hear for devices such as a communication board or an alternate means of communication.
- maintain, improve, or restoring the functional abilities of individuals with swallowing disorders. For example, are muscle re-education, swallowing, positioning, or food consistency modification techniques being employed to restore, improve, or maintain safe swallowing function?
- maintain, improve, or restoring the functional abilities of individuals with speech disorders. For example, are muscle re-education, positioning, breathing, or other techniques being employed to maintain, improve, or restore the individual's ability to communicate verbally?

[3] https://www.casamba.net/

[4] https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/som107ap_pp_guidelines_ltcf.pdf

ATTACHMENT B

Gila River
HEALTH CARE

INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Name of Enterprise:

   Address:

   Telephone #:

2. Check one:

   _____ Corporation _____ Joint Venture

   _____ Partnership _____ Other:

   _____ Sole Proprietorship

3. Answer the following:

   If a Corporation:

   a. Date of incorporation:

   b. State of incorporation:

   c. Name & address of statutory agent:

   d. Give the name and address of the officers and members of the Board of Directors of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No:	I or NI	Title	Address	% of Stock Ownership
		President		
#				
		Vice-President		
#				
		Sec/Clerk		
#				
		Treasurer		
#				

#				
#				

Complete the following information on all stockholders who are not listed in d above, owning 5% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No:	I or NI	Address	% of Stock Ownership
#			
#			
#			
#			

If a Sole Proprietorship or Partnership:

a. Date of Organization:

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No:	I or NI	Address	% of Stock Ownership
#			
#			
#			
#			

If a Joint Venture:

a. Date of Joint Venture Agreement:

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

4. Give the name, address, and telephone number of the principle spokesperson of your organization:

5. Has this enterprise been certified as an Indian Owned Economic Enterprise by any government or Tribal agency to qualify for special consideration under Indian preference contract clauses, or been awarded contracts by any government or Tribal agency based on Indian preference consideration?

Yes _____ No _____

If yes complete:

Contract Date	Contracting Agency	Contract No.	Location of Work:

6. Will any officer or partner listed in #4 be engaged in outside employment?

Yes _____ No _____

If yes complete:

Name	Description of Outside Employment	Hours/Week

7. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

Yes _____ No _____

If yes complete:

Name and address of subsidiary affiliate or other concern	Description of Relationship

8. Does this enterprise or any person listed in #3 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other type of compensated assistance.

Yes _____ No _____

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

9. Attach certification by a Tribe or other evidence of enrollment in a federally recognized Tribe for each officer, partner or individual designated as an Indian in #3.

10. Attach a certified copy of the charter, articles of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

11. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase agreements. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #3.

NOTE: I. Omission of any information may be cause for rejection of claim for Indian Preference.

II. The persons signing below certify that all information in this INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

_____ _____
NAME Date

If applicant is a Corporation, Sign Below:

_____ _____
NAME Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:
Add additional sheets if more than two partners.

_____ _____
NAME Date

_____ _____
NAME Date

ATTACHMENT C

GENERAL INFORMATION

Anyone engaged in business activity on the Gila River Indian Community must apply for, and be issued a business license. They must also comply with all laws and regulations of the Gila River Indian Community

Annual Business License shall be issued for a period of one year from date of approval.

Special Event Business License shall be issued for a period of 5 days. **Only one special event business license will be issued within a 12 month period.**

Applicants in the construction contracting business are required to provide a Certificate of Liability (listing GRIC as additional insured)

If any other ordinance or law of the Gila River Indian Community requires the business obtain a license or permit for **regulatory purposes**, no business license will be issued until the regulatory license or permit is obtained.

All vendors that offer or sell food must provide a copy of their GRIC Environmental Services' establishment Permit or Notice with their Business License Application.

A separate license is required for each physical location or business office.

Business licenses may be revoked after notice and hearing for any of the following: (this is not meant to be an all inclusive list)

*Fraud or mispresentation

*Violation of Title 13 Ordinance or any other Community Law or Ordinance.

*Conviction of a crime

*Conducting business in an unlawful manner

*Unfair business practices

Business license payments can be made ONLY by cash, check, cashier's check or money order and submitted to:

Gila River Indian Community
Office of the Treasurer
P.O. Box 2160
Sacaton, AZ 85147
(520) 562-9558

I. TYPE OF APPLICATION AND LICENSE.

(Select one of the following)

New: A new business with no previous owners.

Change: The purchasing of an existing business or changing a business entity (sole owner to corporation, etc.)

Renewal: To renew an existing annual license.

Update: To renew an existing permanent license.

Include applicable GRIC Member Number or Special Event Start Date

II. TYPE OF OWNERSHIP

Check applicable.

If you are a not-for-profit organization, attach a copy of your IRS determination letter.

If you are incorporated enter the state in which you are incorporated and date of incorporatation.

III.BUSINESS INFORMATION

Legal Business Name:

Individual-Last, First (name of owner)

Partnership-Names of General Partner/Owner

LLC-Managing Member per State Regulation

Corporation-Name as listed in Articles of incorporation.

Enter the entities Federal Employer Indentification Number (EIN) or owner's Social Security Number.

Enter the name under which the entity is doing business (DBA). For example "XYZ Foods".

Enter the name and email address of a contact person at the business.

Enter the street address of the primary location of business.

Enter a business contact phone number.

If different than the Business Address, enter the mailing address where all correspondence is to be sent including the monthly tax return. You may use your home address, corporate headquaters, or accounting firm's address.

If you wish correspondence sent to a name other than the Legal Business Name, enter the name or the department or accounting firm in the "In care of" section.

If your business is located on the Gila River Indian Community, check box.

Describe the major business activity: principal product you manufacture commodity sold, or services performed. A detailed description of the business is very importatnt because it determines your taxability.

Enter the location of where you will be conducting business on the Gila River Indian Community.

Enter the date business started on the Gila River Indian Community.

If applicable enter the date sales on the Gila River Indian Community began.

Enter the estimated gross sales which will be transacted during the term of the license.

Enter filing method.

Cash method requires the payment of tax based on payemnts received during the month covered by the tax return.

Accural method requires the payment of tax based on transactions billed during the month covered by the tax return.

IV.IDENTIFICATION OF OWNER(S) OR CORPORATE OFFICERS.

Enter as many applicable; attach a separate sheet if additional space is required.

If this business previously held a GRIC business license so indicate and enter the license number.

V.INDIVIDUALS AUTHORIZED TO RECEIVE BUSINESS LICENE INFORMATION.

Complete as indicated

VI. LOCATION OF TAX RECORDS

Complete as indicated

VII.BUSINESS PURCHASE INFORMATION

Complete this section of you acquired an existing business. Please note, all or part of a business may be acquired or succeeded to"in any manner" which included, but is not limitied to, acquisition by purchase, lease, repossession, bankruptcy proceedings, default or through the transfer to a third party.

VIII. GENERAL INFORMATION

Please provide bank, credit or trade references. If none, individuals may enter personal references.

IX. CONSENT TO LIABILITY

You will receive a copy of Title 13 with your license. You acknowledge that you are responsible for reading Title 13 and consent to liability for and payment of all applicable taxes.

X.SIGNATURES

The application must be signed only by individual (s) legally responsible for the business, not agents or representatives.

Gila River Indian Community
Business License Application

PLEASE PRINT

I. Type of Application	Type of License
□ New	□ Annual License-Non- Member ($150.00 fee)
□ Change	□ Annual License-GRIC Enrolled Member ($5.00 fee)
□ Renewal, License #_____	GRIC Member Number_____
□ Update, License # _____	□ Special Event ($30.00 fee)
	Dates of Special Event _____to_____

II.Type of Ownership

□ Individual
□ Partnership □ General □ Limited
□ Limitied Liability Partnership
□ Limited Liability Company
State of Registration_____ Date_____

□ Association
□ Not for Profit Organization
Attach IRS Letter of Determination
□ Corporation □ C Corp □ Sub S
State of Incorporation _____ Date ____

III. Business Information

1) Legal Business Name
_____

2) Employer ID Number (EIN) or SSN (Individual)
_____

3) Business Name or DBA Name
_____

4) Contact Name _____
5) Email Address_____

6) Business Address
_____

7)Mailing Address (If different from Business Address)
_____

8) In Care of or Attn:
_____

9) Business Phone Number
_____

10) Is Your Business Located on the Gila River Indian Community Reservation? □ Yes □ No

11) Detailed description of your business activity (*describe major business activity: principal product you manufacture, commodity sold, or services performed*)
_____

12) Location of business activity on the Gila River Indian Community (GRIC)
_____

13) Date business started on GRIC
_____

14) Date Sales Began on GRIC
_____

15) Estimated Gross Sales
_____

16) Filing Method □ Cash □ Accural

IV. Identification of Owner (and spouse if married) Partners, Corporate Officers Members and/or Managing Members of Officials (if more space needed attach a separate sheet)

Name (Last, First, M.I.)	SSN	Title	% owned	Residential Address	Phone Number

Did you have a previous Gila River Indian Community Business License? □ Yes □ No If yes, license # _____

V. Individuals Authorized to Receive Business License Information not Listed Above.

_____

_____

_____

VI. Location of Tax Records (by whom and where your records are kept)

Name of Company _____ Person to Contact _____

Address (City, State,and Zip Code) _____ Phone Number _____

VII. Business Purchase Information

Did you buy an existing business? □ Yes □ No

If yes, did that business conduct business on the Gila River Indian Community? □ Yes □ No

Did the business have a license issued by the Gila River Indian Community? □ Yes □ No

Previous Business Name _____ Previous Owner's Name _____

Previous Business Owner's Address _____

Previous Owner's Phone Number _____ GRIC Business License Number _____

VII. General Information (bank, credit, trade) -Individuals May Use Personal References

References:

Name (Last, First, MI)	Address	Phone Number	Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VIII. Consent to Liability (initials required) _____

You will receive a copy of Title 13 with your license. This an acknowledgement that you are responsible for reading Title 13, and consent to liabilty for and payment of all taxes imposed by it, and as it may be amended by GRIC Community Council in the future.

IX. Signature(s) by Individuals Legally Responsible for the Business

This application must be signed by a sole owner, two partners, two corporate officers, members and/or managing members, the trustee, receiver or personal reprewentitive of an estate.

Under penalty of perjury I (we) declare that the information on this document is true and correct. Giving false information could result in disapproval and/or revocation of my business license.

Type or print name	Title	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____

ATTACHMENT D

GILA RIVER HEALTH CARE CORPORATION
OWNERSHIP AND CONTROL INTEREST DISCLOSURE FORM

The federal regulations set forth in 42 CFR §455.100 - §455.106 require providers to disclose to the U.S. Department of Health and Human Services, the State Medicaid Agency, and to Managed Care Organizations that contract with a State Medicaid Agency: 1) the identity of all owners with a control interest of 5% or greater, 2) certain business transactions as described in 42 CFR §455.105 and 3) the identity of any excluded individual with an ownership or control interest in the provider entity or who is an agent or managing employee of the provider entity. Please attach a separate sheet, if necessary.

Completion and submission of this form is a condition of participation, and full and accurate disclosure of ownership and financial interest is required. A failure to submit the requested information will result in a refusal by Gila River Health Care (GRHC) to enter into an agreement or contract with the individual and/or entity or in the termination of any existing agreements.

Please answer all questions as of the current date. If additional space is needed please use an attached sheet. Federal statutes and regulations clearly prohibit GRHC from paying for items or services furnished, ordered or prescribed by excluded persons. GRHC is required to search the exclusions database not only by the name of an entity seeking to participate in the program, but also by the name of any owner or managing employee.

I. Identifying Information	
OWNER TYPE (check one) *(as shown on your W-9)* Individual/sole proprietor Corporation Partnership Trust/estate	FEDERAL TAX ID/SSN *(as shown on your W-9)*
ORGANIZATION NAME *(as shown on your W-9)*	MINORITY WOMEN OWNED BUSINESS ENTERPRISE (MWOBE):
BUSINESS NAME – If different from above *(as shown on your W-9)*	GRHC CONTRACT NUMBER (if applicable)

II. Ownership and Control Information

List each individual (e.g. members of the board of directors or officer), organization, corporation, or entity that has direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5% or more of the entity. Attach additional pages as necessary. If there are no individuals or entities with 5% of more ownership/control interest, complete for managing employee(s). ***All fields must be completed – please type or print legibly.***

FIRST NAME	MIDDLE NAME	LAST NAME	SSN *(personal, not business TIN)*	DOB
ADDRESS				

FIRST NAME	MIDDLE NAME	LAST NAME	SSN *(personal, not business TIN)*	DOB
ADDRESS				

FIRST NAME	MIDDLE NAME	LAST NAME	SSN *(personal, not business TIN)*	DOB
ADDRESS				

List those persons with ownership or control interest that are related to each other (spouse, parent, child, or sibling)

NAME	RELATIONSHIP	DOB

Does any owner of the disclosing entity also have an ownership or controlling interest of 5% or more in any other entity?

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

III. Subcontractor Information

List each person with an ownership or control interest in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

IV. Criminal Offenses

List each individual (e.g. members of the board of directors or officer) who has ownership or control interest in the disclosing entity or is an agent or managing employee of the disclosing entity, and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

V. Suspension or Debarment

Have you, any of your employees, or any individual who has an ownership or controlling interest in the disclosing entity ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs? If yes, list each person below. Attach additional pages as necessary. The current lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov/.

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

NAME AND TITLE	SSN *(personal, not business TIN)*	DOB
ADDRESS		PERCENTAGE

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or termination of an

existing agreement or contract with GRHC. By my signature, I certify that the information provided within is true and correct, and I acknowledge that I fully understand the consequences as explained above.

_____	_____
Print Name (Authorized Signer)	Title of Authorized Signer
_____	_____
Signature	Date

ATTACHMENT E

P.O. Box 38 – Sacaton, Arizona 85147

ADDENDUM

To the
_____ Agreement
With

_____

For The Caring House

This "Addendum" supplements the Agreement identified above, and to the extent of conflict between this Addendum and the Agreement, this Addendum will prevail. This Addendum is effective only when signed by you and our authorized representative in our corporate offices. All terms and conditions in the Agreement not expressly modified in this Addendum will remain in full force and effect. All capitalized terms will have the same meaning as in the Agreement.

The Agreement will be modified as follows:

1. Sovereign Immunity. Gila River Health Care (GRHC) is a wholly owned subordinate economic entity of the Gila River Indian Community, a federally recognized tribal government with recognized sovereign powers and immunity. Nothing herein shall constitute a waiver of sovereign immunity by the Gila River Indian Community, or any of its subordinate economic entities, including **The Caring House**, an entity of GRHC. GRHC's enforcement of contractual legal or equitable remedies it may be entitled to is not to be construed as an implied waiver of immunity or consent to counterclaims. GRHC is expressly prohibited from waiving immunity on behalf of the Gila River Indian Community.

2. Government Status. Notwithstanding anything herein to the contrary, the adoption by GRHC, as a wholly owned subordinate economic entity of the Gila River Indian Community, of policies and procedures consistent with HIPAA and/or other federal and state laws is not intended to waive any exemption at law to which it is entitled as a governmental employer. Specifically, GRHC's adoption of policies modeled after such laws is not intended to be construed as a waiver of the Gila River Indian Community's sovereign immunity, consent to jurisdiction outside the Gila River Indian Community Courts, or consent to enforcement authority, actions, or assessments except as may be expressly made applicable to tribal governments.

3. Jurisdiction and Governing Law. All disputes arising out of or relating to the matters addressed herein shall be resolved within the exclusive jurisdiction of the Gila River Indian Community Courts, and shall be construed and enforced in accordance with the laws of the Gila River Indian Community. The Parties' execution of this Agreement is consent to such jurisdiction and governing law**.**

4. Indemnification. Contractor agrees to save, indemnify and hold GRHC harmless (including attorneys' fees and defense costs) from and against all claims, demands and causes of action of every kind and character arising on account of personal injury, property damage, or liability of any sort resulting from the negligent acts or omissions of Contractor, its agents, employees or subcontractors, in connection with the performance or non-performance of its obligations outlined herein. Contractor shall not be responsible for the negligent acts of the GRHC, its employees, officers, directors, agents or subcontractors.

5. Federal Tort Claims Act ("FTCA"). The Parties agree that the GRHC is deemed by statute to be part of the Public Health Services of the United States for purposes of coverage under the Federal Tort Claims Act ("FTCA"), while performing services, functions or participating in activities or programs under a self-determination contract with the Indian Health Services. FTCA coverage is more fully described in federal regulations (25 C.F.R. § 900). Nothing in this Agreement shall be construed as a waiver of any rights or defenses otherwise applicable under the FTCA.

6. Tribal Business Licensing. Contractors who engage in business activity within the Gila River Indian Community must apply for and be issued a business license (current fee as of 2015 is $150.00). [See http://www.gilariver.org/images/stories/bl_application.pdf for application and instructions]. The contractor is responsible for compliance with the foregoing business license requirements. A copy of a current Business License must be provided to GRHC and be maintained for the duration of the contract.

7. Period of Performance. Contractor shall perform the Services beginning on xxxxx, 2018, and will be effective for a period of thirty-six (36) months, thereafter it will auto renew for 12 months consecutively, unless a thirty (30) day notice of non-renewal is provided by either party.

8. Insurance. Contractor shall secure and maintain throughout the entire term of this Agreement, at Contractor's sole cost and expense, comprehensive general liability insurance, and where appropriate, professional liability insurance, malpractice insurance, workers compensation insurance, and other insurance, in such form and amounts as shall be reasonably necessary for the performance of Contractor's obligations hereunder. Contractor shall maintain such policy or policies of insurance with a licensed insurance company admitted to do business in the State of Arizona. Contractor shall promptly notify GRHC of any lapse in coverage. GRHC must be named additional insured on the Certificate of Insurance and be listed as a Certificate Holder. Contractor shall purchase a 2-year Tail Coverage Insurance Policy to provide for any lapse in coverage or cancellation under a Claims Made policy. Upon request, Contractor shall provide to GRHC certificates of proof of the insurance coverage required herein.

9. Termination of Agreement. GRHC may terminate this Agreement immediately, with no opportunity for Contractor to cure. If either party terminates this Agreement, GHRC shall only be liable for the fees earned and reimbursable expenses incurred as a result of work actually performed and the results of such work delivered to GRHC prior to the effective date of the termination.

10. Termination by Gila River Health Care Board of Directors: In addition to any other termination rights GRHC may have under the Contract, GRHC may terminate the Contract early at any time without any opportunity to cure and without penalty if the GRHC Board of Directors determines that such termination is necessary or appropriate for compliance with its obligations under the Indian Self-Determination and Education Assistance Act or other tribal or federal law, or to protect

the health, safety, welfare, or interests of its patients of the Gila River Indian Community. Notwithstanding anything in the Contract to the contrary, Contractor shall be entitled only to actual fees earned for completed and approved work through the date of termination.

11. Compliance with GRHC Rules, Regulations, Policies and Procedures. Contractor shall be required to follow policies as instructed by GRHC and as posted at GRHC locations while in the performance of this contract. Policies will be shared if applicable. Without limiting the foregoing, Contractor shall comply with all GRHC rules regulations, policies and procedures related to or in connection with the False Claims Act, the Deficit Reduction Act, the Federal Tort Claims Act and the Indian Self-Determination and Education Assistance Act.

12. Confidentiality of Patient Health Care Information and Proprietary Business Information: Contractor agrees to comply with the Health Insurance Portability and Accountability Act ("HIPAA"), its related regulations and standards, and all applicable federal and state privacy and confidentiality laws in the performance of the services under this Agreement. Contractor shall also abide by all GRHC HIPAA privacy policies and procedures while performing the services, and shall cooperate with GRHC, so that GRHC may meet the requirements imposed by HIPAA.

13. Immunizations, Drug Screening and Background Check. These clearance processes will be done through the initial GRHC Credentialing Department's credentialing process. **(Only this sentence is used when the contract is for a provider (doctor, nurse practitioner, etc., and the paragraphs for the language can be deleted, below. Otherwise, all paragraphs are needed for all other contractors.)**

14. Immunizations. List of immunizations, titers and TB Surveillance processes that are required before the temporary employee arrives at any Gila River Health Care facility:

    - Two (2) step TB test: Two-step negative TB skin test must be within the last 12 months of start date at GRHC.
    - If contract employee has had positive TB skin test, a copy of last chest x-ray showing no active disease. Chest X-ray must be within one year of the start date.
    - Current Tdap vaccination.
    - Two (2) doses of MMR, or titer showing proof of immunity.
    - Three (3) doses of HVB or titers showing proof of immunity for direct caregivers.
    - Two (2) doses of Varicella vaccination or titers showing proof of immunity.
    - Annual influenza Vaccination (may receive in Employee Health Services).

    Contractor will provide GRHC with confirmation that Contractor's temporary employee has received the immunizations and tests specified above. Contractor shall provide GRHC's Employee Health Department with documentation evidencing all of the foregoing prior to any such Contractor employee being eligible to provide services to GRHC pursuant to the terms of this Agreement. Such immunizations and related matters shall comply with GRHC policy standards and requirements.

15. Drug Screening. Contractor's temporary employees are to undergo a 7-panel urinalysis drug screening conducted to the extent permitted by applicable law by Contractor's third party vendor, and may include but not be limited to the following list below. Contractor will provide GRHC

Human Resources with documentation thereof prior to each employee's placement at any GRHC facility. Such drug screening shall comply with GRHC policy standards and requirements. No employee with a positive result on the drug test shall be eligible for placement at any GRHC facility.

ALCOHOL-ORAL FLUID OR URINE – Cutoff: 0.040% 0.04
MARIJUANA-ORAL FLUID OR URINE
AMPHETAMINE-ORAL FLUID OR URINE – Cutoff 50 ng/ml
METHAMPHETAMINE – ORAL FLUID OR URINE – Cutoff: 50 ng/ml
BENZODIAZIPINE – ORAL FLUID OR URINE – Cutoff: 10 ng/ml
OPIATE – ORAL FLUID OR URINE – Cutoff: 40 ng/ml 40
COCAINE – ORAL FLUID OR URINE – Cutoff: 20 ng/ml

16. Background Check. Contractor's temporary employees are to undergo a comprehensive criminal background check conducted to the extent permitted by applicable law, as specified in this paragraph, and provide GRHC with documentation thereof prior to each employee's placement at any GRHC facility. The background check shall include Contractor's third party vendor: (i) checking the List of Excluded Individuals/Entities maintained by the Office of Inspector General ("OIG") of the U.S. Department of Health and Human Services for the temporary employee; (ii) checking the excluded parties lists maintained by the General Services Administration for the temporary employee, as well as (iii) performing a seven-year criminal background investigation for (a) all state and federal felony convictions and pending felony charges, and (b) all state and federal misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where the temporary employee has resided or worked within the U.S. in the last seven years as stated on his or her application with Contractor. No employee on the OIG's List of Excluded Individuals/Entities shall be eligible for placement at any GRHC facility. In addition, no employee shall be eligible for placement at any GRHC facility if the background search reveals a matter which, in GRHC's sole discretion, would preclude his or her placement at any GRHC facility. If the GRHC requests a copy of the results of the foregoing checks ("Report"), GRHC agrees to keep the Report strictly confidential and to use the Report in accordance with applicable laws and solely for employment purposes.

17. Observed GRHC Holidays.

New Year's Day	Native American Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day and Friday After*
Independence Day	Christmas Day
Labor Day	

The holiday shall be recognized for the 24-hour period of the day on which it falls.

*Friday after Thanksgiving Day: GRHC Ambulatory Clinics are closed on Thanksgiving Day and the Friday after.

For all of the above listed holidays, the following will apply for contracted employees.

1. Non-clinical contracted employees will not be scheduled to work and will not be paid for the day.

2. Contracted clinical employees who are scheduled to work will be paid at the regular pay rate for hours worked.
3. Any overtime will be paid at the standard 1.5 rate.

18. Miscellaneous. GRHC is exempt from federal and state taxes under Section 501(c) (3) of the Internal Revenue Code (the "Code) and / or Code Section 7871 (Indian Tax Status Act). Contractor shall ensure that all services and products provided by contractor shall be suitable for uses or purposes contemplated in the Agreement for the term of the Agreement (as the same may be extended).

19. Invoices. Send all invoices to The Caring House (TCH) to dpeterson@grhc.org.

If there is a conflict between this Addendum and the Agreement, this Addendum will prevail.

This Addendum together with the Agreement constitute the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements and understandings, whether oral, in writing, or established by the course of dealing of the parties, concerning the subject matter hereof.

By signing this Addendum, the signatories represent that they are duly authorized to sign this Addendum on behalf of the parties.

GILA RIVER HEALTH CARE	**ACCOUNTING PRINCIPALS**
By: _____	By: _____
Scott Gemberling, MBA Printed Name	_____ Printed Name
Chief Executive Officer Title	_____ Title
Date: _____	Date: _____