



Loudoun County, Virginia

REQUEST FOR PROPOSAL

INSURANCE CREDENTIALING SOFTWARE AND MANAGEMENT

ACCEPTANCE DATE: May 2, 2024 Prior to 4:00 p.m., "Atomic" Time

RFQ NUMBER: RFQ 648816

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 1st Floor
Drop Box: **Procurement Bids and Proposals**
Leesburg, Virginia 20175

Requests for information related to this RFP should be directed to:

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Issue Date: April 4, 2024

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

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Prepared By: //s// Jeanette Alexander Date: April 4, 2024
Contracting Officer

INSURANCE CREDENTIALING SOFTWARE AND MANAGEMENT

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain fixed price proposals from firms specializing in providing a web-based and cloud-based Insurance Credentialing Software and full management of approximately 240 providers for the County's Department of Mental Health Substance Abuse and Developmental Services (MHSADS) and the Loudoun County Health Department (LCHD), hereinafter referred to as "Departments".

The County prefers to make a single award to one (1) successful offeror but may contract with multiple vendors. The County anticipates awarding a five (5) year contract with annual renewals.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

3.1 MHSADS Overview

MHSADS is responsible for the public mental health, substance abuse, and developmental services system in the County. The Department provides a wide variety of mental health, substance abuse and developmental services to individuals of all ages to stabilize acute situations and to support and empower people to live independently and successfully in the community.

MHSADS has served the community since July 1, 1973, as the public agency responsible for planning, organizing, and providing person-centered and recovery-oriented services to individuals experiencing serious mental illness and substance use disorders, individuals with intellectual and developmental disabilities, and children with early developmental delays.

MHSADS observes Loudoun County rules and regulations regarding financial management, personnel management, and purchasing activities and directly operates contracts with many external parties for the provision of services.

The Department of MHSADS offers varying combinations of the following core services:

- A. Emergency services;
- B. Mental Health and Substance Abuse Outpatient services;

- C. Psychiatric and Medication Management services;
- D. Support and Care Coordination services (Case Management);
- E. Employment and Day Support services;
- F. Residential services; and
- G. Early Intervention services.

3.2 MHSADS' Current Insurance Credentialing Process

MHSADS currently credentials or rosters approximately one hundred and sixty-five (165) licensed providers and physicians with six (6) Managed Care Organizations, Humana Tricare, Medicare, as well as enrolling them in a state managed on-line portal. The MHSADS credentialing team also manages the Council of Affordable Quality Healthcare (CAQH) accounts for all eligible providers.

Currently, tracking and documentation is done on an Excel spreadsheet. Notifications for updates, attestations, and license renewals are being tracked manually. MHSADS is looking to improve their credentialing process through the use of an Insurance Credentialing System (ICS), which should allow for an easier and more streamlined process.

MHSADS is a growing department which deals with regular changes in the credentialing process from the insurance providers and state regulations. Each insurance provider has their own process, which requires MHSADS staff to be detailed and diligent in tracking the progress of each application. MHSADS is looking for two services to manage the insurance credentialing process.

- A. The first service is a software solution that will help streamline the credentialing, reporting, and CAQH process for up to 120 provider files.
- B. The second service is to fully manage up to 120 providers in the credentialing process, including managing provider CAQH accounts. Currently, MHSADS currently has approximately 70 providers whose credentialing process is fully managed. MHSADS plans to continue that process under the scope of this RFP.

3.3 LCHD Overview

- A. The LCHD provides services that enhance and ensure the health of all Loudoun County residents. The LCHD provides essential individual-based services to men, women and children who would otherwise not receive medical, dental, or nutritional evaluation and care. Services provided include: Immunizations, Dental health, Family Planning, Sexually Transmitted Disease Services, Refugee Health Screening, Child Physical Examinations for School Entry, Coordination of care to private providers for Maternity Services and Nutritional Counseling. LCHD's Current ICS Process

- B. LCHD was managed by the State prior to transitioning to the County on July 1, 2023. Currently, LCHD is using CAQH for their providers and has identified a need to update their credentialing process with their transition to being a locally administered health department. LCHD will need to credential or roster all eligible providers with each of the seven (7) Medicaid Managed Care Organizations (MCO), Medicare, Tricare and an additional four (4) to seven (7) private health insurance providers. Each company has their own credentialing process, which requires LCHD staff to be detailed and diligent in tracking each applications' progress. LCHD is looking for a software solution that will help streamline the credentialing, reporting, and CAQH process for multiple provider files.

3.4 Department of Information Technology (DIT)

DIT supports the County's Infrastructure – Networks and Storage/Computer platforms – as well as a vast number of Enterprise and domain-specific applications. DIT also supports the County's Personal Computing Assets – laptops, desktops, and mobile devices – and communication infrastructure such as desk phones, mobile phones, and broadband based services. This RFP describes DIT's technical environment as of the date on the title page of this document.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 4.1 The Offeror must have been in business and operating at least five (5) years and must have at least three (3) clients utilizing the proposed Insurance Credential System (ICS) solution that are of equal or larger size and complexity to Loudoun County. Offeror shall include reference information for three (3) clients on the Reference page in accordance with Section 8.1 of the solicitation.
- 4.2 The proposed Project Manager must have completed two (2) full lifecycle implementations with the Offeror in the past seven (7) years. Offeror shall include a copy of the resume for the staff member that will be performing in the role of Project Manager.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed the requirements contained in this solicitation.

- 5.1 The Contractor shall provide the Department of Mental Health Substance Abuse and Developmental Services (MHSADS) and the Loudoun County Health Department (LCHD), hereinafter referred to as "Departments". a comprehensive Insurance Credential System (ICS) solution that will:
- A. Allow for all required documentation, primary source verification, demographics, personal identifiable information and notifications on expiring credentials or licenses to be accessed and stored in one location for up to 120 providers.
 - B. Provide implementation assistance services.
 - C. Ensure the ICS solution shall be web accessible from desktop/lap computers.
- 5.2 The Contractor shall provide fully credentialing services for 60-120 providers. This shall include:
- A. Enrollment with up to eight (8) insurance carriers.
 - B. Full management of provider information in Council of Affordable Quality Healthcare (CAQH) specific to the Departments.
 - C. Submission of all enrollments within ten (10) business days of provider information being provided to the Contractor.
 - D. Termination of providers with insurance carriers.
 - E. Updating demographic information with insurance carriers.
 - F. Provide primary source verification.
 - G. Run monthly Office of Inspector General (OIG)/System for Award Management (SAM) reports.
 - H. Independent access to the on-line system for Department staff to review and track the process.
 - I. Provide reports with staffing roster, credentialing dates, documentation expiration dates (License, Professional Liability Insurance), insurance enrollment status, CAQH attestation renewal dates as requested by the Department.
 - J. Meet with Department staff as requested.
 - K. Provider recredentialing with insurance carriers.
 - L. Notify the Departments when a provider is enrolled, credentialed and/or certified with an insurance carrier within five (5) days of The Contractor receiving notification.
- 5.3 Insurance Credentialing Software System Requirements
- A. The Software solution shall be a vendor hosted, vendor managed solution; Software-as-a-Solution (SaaS) providing secure digital communication for its users.

- B. Refer to the attached **Appendix A** and indicate Software solution compliance using the responses as indicated below. Clarifying statements may be included.

Vendor Response Definition

Yes	Requirement is met in the proposed ICS solution.
No	Requirement will not be provided.
Future	Requirement will be met in a future release dated mm/dd/yy (date must be included or response will be considered as “will not provide”).
Custom	Requirement will be met by a configuration, customization, or third-party tool (denote if customization will be at an additional cost beyond the standard pricing information).

5.4 Software Requirements

- A. Authorized users of any proposed cloud service must be identified by a User ID and Password combination as well as multifactor authentication (MFA) using Security Assertion Markup Language (SAML), via the use of email, or via text.
- B. The cloud service must use and support https with Transport Layer Security (TLS) 1.2 or higher, for all data in motion and encrypt any data at rest that is within the cloud service using AES256 or higher.
- C. Any cloud service must be System and Organization Controls (SOC) 2 compliant.
- D. It is preferred, but not required that the Offeror shall be certified as Federal Risk and Authorization Management Program (FedRAMP)-HIGH- of level compliance.
- E. The ICS solution shall support the current version of the Microsoft Edge Browser.

5.5 Mandatory Software Functional Requirements

- A. The following functional areas are mandatory minimum requirements of the ICS solution being sought by the Departments.
 - 1. Utilize an easy-to-use system, to
 - a. Store provider information that is required by insurance providers and Council of Affordable Quality Healthcare (CAQH);
 - b. Log staff progress and status updates;
 - c. Store all provider documentation, primary source verification and notifications of expiring credentials and licenses in one location; and
 - d. Email providers directly through the ICS.

2. Include the following software features:
 - a. Report capabilities to generate/distribute reports internally and externally;
 - b. Provide notifications on expiring documents;
 - c. Track progress and updates made by Department employees;
 - d. Limit access to the Departments' employees based on their role; and
 - e. Web-based primary source verification.
 3. Provide an online portal for authorized Departments' employees to track application, status, and expirable documents and licenses.
 4. Allow multiple users to access the ICS solution at the same time.
 5. Create and store insurance credentialing application templates for multiple insurance carriers.
 6. Access the primary source verification of Virginia state license and Drug Enforcement Agency (DEA), including ability to store the information in the provider's file.
 7. Run monthly Office of Inspector General/Government Services Administration (OIG/SAM) reports.
- B. The proposed Software solution should also address/include the following areas related to a health provider database:
1. Maintain a centralized database where demographic information about the Departments' providers can be available to identified Department employees, in an easily accessible and reportable manner;
 2. Capture provider documents for storage; and
 3. Maintain a centralized database to store and track facility credentialing/re-credentialing information.

5.6 Data Analytics and Reporting

The Insurance Credentialing System (self-managed and fully managed) solution shall have a robust data analytics and reporting features to include:

- A. The ability to create standard and custom reports, dashboards, caseload summaries and activity reports within the application;
- B. Ability to search issues/cases by departments, demographics, and keywords;
- C. The County shall be the owner of the data and shall have access and permissions to the data at no additional cost;

- D. The ICS solution shall have the ability to provide underlying data through any acceptable data exchange format, which will allow the county to extract data into the County Data Warehouse or other Data Analysis environments; and
- E. The Contractor shall provide the data dictionary.

5.7 Project Manager Requirements

The Contractor shall assign a Contract Project Manager (CPM) with the necessary qualifications to assure the successful performance and completion of the tasks and to ensure the project schedule and milestones are met.

5.8 Project Schedule

This task shall include any management activities required of the Contractor that will result in the successful completion of the design, integration, testing and acceptance of the proposed solution and related services as defined in this RFP.

As part of the project implementation the following areas will be addressed:

- A. Electronic documentation transfer: The Contractor will successfully transfer all data within forty-five (45) days of receiving necessary information from the Departments to complete the transfer; and
- B. Provide monthly archive back-up of the Departments' data and provide ability to access and ability to obtain historical documents.

The kick-off meeting shall be held within thirty (30) calendar days upon contract execution. As a result, within ten (10) calendar days of the kick-off meeting, the CPM must provide a detailed project schedule that sets forth the various project phases with definitive starting and completion dates. In addition, the CPM shall be responsible for providing weekly schedule updates for approval by the County.

5.9 Training

The Contractor shall provide the necessary training to Departments' staff for the successful use of the ICS solution. The Contractor shall provide on-going training/support as needed/requested. This training must ensure that users will be capable of continued use and operation of the ICS solution. Appropriate training, knowledge transfer, and system documentation shall be provided to ensure operations, maintenance, and troubleshooting. The training plans should also include related costs and materials, i.e. Reference Guides, User Guides, and Online Tutorials, etc.

The training is required for the following:

- A. Designated training on system operation, including setting up provider files, reporting functions, and creating templates; and
- B. A minimum of three (3) instructor-led training sessions for the end users.

5.10 Right to Audit

The County reserves the right to audit the security of the Contractor's technology solutions, at the County's expense.

5.11 Help Desk

The Contractor shall provide on-going technical support to Departments' credentialing staff (help desk operations) with dedicated staffing during normal business hours. Coverage should consist of technical support during the hours, Monday through Friday, from 8:00 AM Eastern Standard Time (EST) until 6:00 PM EST.

5.12 Confidentiality Regulations including Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR)

- A. Sign and adhere to the Loudoun County Business Associates Agreement (BAA) (Attachment I).
- B. Maintain confidentiality on all data collected in administration of this Contract. Data shall not be released without the prior written permission of the County.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Agreement terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Directors of the Departments or his/her authorized representative. The Contractor shall not comply with requests and/or orders issued by other than the Director of Departments or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The term of this Contract shall be for a period of five (5) years after system implementation. The Contract will automatically renew on an annual basis at the expiration of its term, unless terminated by either party by providing at least ninety (90) days notification of termination or otherwise terminated in

accordance with this Agreement.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be negotiated and agreed to by the parties.

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of the status of Contractor's performance under the Agreement. If a delay in performance is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to perform its contractual obligations within the time period specified in the Agreement, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to cure its deficient performance as required by the County, the County may terminate this Agreement as set forth in section 6.21 below.

6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.5 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Agreement or Agreement renewal.

6.6 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
 3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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- D. The following provisions shall be agreed to by the Contractor:
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the

Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5.
 - a. The Contractor will provide an electronic signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies

of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

- c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
- 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Agreement. The County is prohibited from indemnifying Contractor and/or any other third-parties.

6.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.9 Notice of Required Disability Legislation Compliance*

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.10 Ethics in Public Contracting*

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.11 Employment Discrimination by Contractors Prohibited*

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.12 Drug-free Workplace*

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.13 Faith-Based Organizations*

The County does not discriminate against faith-based organizations.

6.14 Immigration Reform and Control Act of 1986*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.15 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites have photo identification (frontal face). This identification must be prominently displayed at all times.

6.17 Exemption from Taxes*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.18 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued

Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices at the end of each calendar month, and no later than the tenth (10th) business day of the following month. The invoice will include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables.

Any invoice for final payment under the Agreement must be submitted within thirty (30) days after completion or delivery. Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Mental Health Substance Abuse
and Developmental Services
102 Heritage Way NE #302
Leesburg, Virginia 20177
Attn: Contracts Administrator

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within thirty (30) days unless any invoice items are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers; and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the invoice.

6.19 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the DMAS to Contractor for work performed by a subcontractor under this Agreement, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from DMAS attributable to the work performed by the subcontractor under this Agreement; or Notify DMAS, County and subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier

subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County or DMAS.

6.20 Assignment*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.21 Termination

Subject to the provisions below, this Agreement may be terminated by the County as follows.

A. Termination for Convenience

The County may terminate this Agreement, in whole or in part, at any time without cause upon giving the Contractor a thirty (30) day advance written notice of such termination. Following the notice, the Contractor shall prepare for the termination by mitigating any losses it may incur to the extent practicable. Upon expiration of the thirty (30) days and unless otherwise agreed by the parties in writing, the Contractor shall immediately cease its performance of the Agreement and take such steps as County may require to assign to the County the Contractor's interest in all warranties, subcontracts, and purchase orders designated by County. After such steps have been taken by the Contractor to the satisfaction of the County, the Contractor shall receive the amounts due for all work performed and accepted by the County pursuant to the Agreement through the date of termination. In addition, the parties may negotiate reasonable termination costs actually incurred by the Contractor as a direct result of the termination.

B. Termination for Cause

In the event Contractor fails to perform one or more of its obligations pursuant to the requirements of this Agreement, is adjudged bankrupt, or fails to comply with any law, regulation, or ordinance applicable to Contractor's performance, the County may terminate this Agreement for cause. However, prior to terminating for cause, the County shall provide Contractor an opportunity to cure its performance by providing a written notice to cure. In the event, Contractor fails to cure its performance within the time period provided in the cure notice, the Contractor shall be notified that the Contract is terminated effective immediately. The Contractor shall reimburse the County for all

damages incurred by the County as a result of Contractor's failure to perform pursuant to the terms of the Agreement including, but not limited to, County's purchase of items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. In the event that there is a balance the County owes to the Contractor from under the Agreement or from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment. The Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

6.22 Contractual Disputes*

The Contractor shall give written notice to the Purchasing Agent of its intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. Contractor's failure to provide timely notice of a claim will be deemed a waiver of that claim.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim. The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.23 Severability*

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.24 Governing Law/Forum*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.25 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

For delivery method (a) and (b)

County of Loudoun, Virginia
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175
Attn: Jeanette Alexander

For delivery method (c)

County of Loudoun, Virginia
Division of Procurement
P.O. Box 7000
Leesburg, VA 20177
Attn: Jeanette Alexander

Due to building restrictions, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, 1st Floor, Leesburg, Virginia 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.26 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.27 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.28 No Smoking

Smoking in all County buildings and County homes are prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the MHSADS Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.29 Background Checks

Background checks of contractor employees and/or subcontractors may be conducted by the County after the Contractor identifies those persons who will be working under the Agreement. When this occurs, the Contractor shall not send any workers to the job site whose information has not been provided for the County's background check. The background checks will be paid for by the County. If it is determined in the County's sole judgment, that an individual is not suitable due to the results of a background check, the County has right of refusal for that individual. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the County Contract Administrator.

No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement

6.30 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with

the other counterpart signatures, is treated as if executed upon one (1) original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, epidemic, pandemic, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

In the event the County becomes aware of a HIPAA violation, the County

will take reasonable steps up to and including termination of this Agreement to ensure that the Contractor ends the violation. Failure to end the violation will result in County notification of the federal, state and local authorities.

6.35 Section 508 Compliance

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

6.36 Non-Visual Access to Technology

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- A. Effective, interactive control, and use of the Technology shall be readily achievable by nonvisual means.
- B. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts.
- C. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- D. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of

nonvisual access software and peripheral devices.

If requested, Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

6.37 HIPAA

The Contractor hereby certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 [HIPAA] (Public Law 104-191) Privacy Rule. The Contractor agrees that upon termination of this Agreement, it will return or destroy all protected health information (PHI) received from County. If return or destruction is not possible, Contractor will extend the protection of the Agreement to the information and limit further uses and disclosures that make the return or destruction impossible. The Contractor also agrees to use reasonable administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from the County and that it will protect the health information against reasonable anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information. The Contractor shall be obligated by this Agreement to advise the County within forty-eight (48) hours of occurrence of any HIPAA Privacy Rule violations.

In the event the County becomes aware of a HIPAA violation, the County will take reasonable steps up to and including termination of this Agreement to ensure that the Contractor ends the violation. Failure to end the violation will result in County notification of the federal, state, and local authorities.

7.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

- 7.1 Qualifications, credentials, and related experience. (25 points)
- 7.2 Demonstrated ability to meet or exceed all applicable requirements per Section 5.0. (35 points)
- 7.3 Proposal content and format pursuant to the instructions in Section 8.0. (5 points)
- 7.4. Compliance with Contract Terms and Conditions contained in Section 6.0. (5 points)
- 7.5 Cost of services. (20 points).
- 7.6 System Demonstration – Shortlisted Firms. (10 points)

Note: the above points will be allocated to shortlisted firms only as indicated below.

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. Once the proposals have been ranked, the top firms may be invited for system demonstrations and further discussions. Negotiations shall be conducted with offerors, as selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may cause for the proposal to be considered non-responsible and/or outright rejected.

Proposals must contain the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

8.1 Qualifications, credentials, and related experience.

- A. Provide Company Profile.
- B. Discuss and submit documentation to demonstrate it meets minimum qualifications stated in Section 4.0.
- C. Provide a description of offeror's experience related to the implementation of an ICS solution.
- D. Identification of key personnel, including the Contract Project Manager and team members who will work on the project, provide resumes, including qualifications, education, and experience with emphasis on experience with the proposed ICS solution and their role in the project implementation.
- E. Include positive income balance sheets for two (2) of the last three (3) years.
- F. Provide information on any mergers, acquisitions, or reorganizations in which your company has been involved in the last five (5) years and the current and projected outcomes of the process.
- G. Identify any contemplated subcontractors, their qualifications, education, and experience in working with the proposed ICS solution.
- H. Provide a list of client references in the References Page to include government entities which must contain:
 1. Company name
 2. Contact person
 3. Address
 4. Email address
 5. Telephone number

6. Description of ICS
 7. Number of years ICS solution has been in use
- 8.2 Offeror's ability to meet or exceed all requirements stated in Sections 5.0
- A. Address and discuss **each requirement in Section 5.0.** Also include the following:
1. Description of any available Application Program Interfaces (APIs) and the content available and or a list of third-party.
 2. Project Schedule:
 - a. Provide a sample Project Schedule to include the kick-off through Go-Live as provided in Section 5.8
 - b. Define understanding of project approach.
 3. An outline of available training options. The training plans should also include related costs and materials, i. e., Reference Guides, User Guides and Online Tutorials, etc. based on the County's training requirements stated in Section 5.9.
 4. Offeror's System's License and Maintenance Agreement(s).
- 8.3 Proposal submissions must be organized in the manner stated in this Section 8.0. Proposals must include the content that is consistent with the numbering and details found in Sections 5.0 and 8.0 of this RFP. All proposal should include a table of contents and the associated tabs. Proposal must be bound.
- 8.4 Compliance with Contract Terms and Conditions. State your firm's compliance with the Contract Terms and Conditions, as listed in Section 6.0. Specifically list any deviations
- 8.5 Pricing.
- A. Provide full itemized pricing information for vendor-hosted ICS solution in **Appendix B**, including:
1. Cost of software modules, five (5) years of software maintenance, (Offerors shall also state how maintenance for year six (6) and thereafter will be determined);
 2. Customization, implementation;
 3. Data conversion;
 4. Training;
 5. Any other one-time or recurring fees resulting from the requirements in Section 5.0;
 6. Pricing information shall include travel expenses, if applicable.
- B. Include a payment schedule based on actual deliverables and/or

tasks performed. Payment upon contract signing is not acceptable.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on the attached Offeror's Pricing Page, **Appendix B**.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP as well as "Division of Procurement".
- D. All proposals shall be signed in ink, digitally, or electronically by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposals.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this RFP. An atomic time can be verified by visiting <https://www.time.gov>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. *Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of proposals.* Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals must be submitted via one of the following options:

US Mail to:
County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000;

or

Hand delivered to:
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., **1st Floor**,
Drop Box: Procurement Bids and Proposals

Leesburg, Virginia 20175.

or

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.,

ATTN: PROCUREMENT BIDS & PROPOSALS

Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

Due to building restrictions, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M.

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Requiring a signature may result in your proposal being returned by UPS/FedEx. Please do not require a signature to avoid delays or rejection of the package.

Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

- G. Each firm shall submit one (1) original and (1) *electronic copy (in PDF legible format) on a USB flash drive* to the County's Division of Procurement as described herein.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material

questions will be answered in writing with an Addendum provided that all questions are received *by noon April 11, 2024*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- A. If a sole proprietorship, the owner may sign.
- B. If a general partnership, any general partner may sign.
- C. If a limited partnership, a general partner must sign.
- D. If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
- E. If a regular corporation, the CEO, President or Vice-President must sign.
- F. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance. Negligence on the part of the offeror in preparing the proposal confers

no right of withdrawal after the time fixed for the acceptance of the proposals.

9.7 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.8 References

All Offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.9 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If Offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.10 Late Proposals

LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror's return address is shown on the container.

9.11 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest

of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.12 Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.13 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.14 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.15 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov).

9.16 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.17 Debarment

By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.18 Proof of Authority to Transact Business in Virginia

An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733.

9.19 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.20 W-9 Form Required

Each Offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.21 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.22 Legal Action

No Offeror or potential Offeror shall institute any legal action until all statutory requirements have been met.

9.23 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony classified.



Loudoun County, Virginia

RFQ 648816

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

INSURANCE CREDENTIALING SOFTWARE AND MANAGEMENT

10.0 PROPOSAL SUBMISSION FORMS

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agrees to provide the requested services as defined in Request for Proposal No. RFQ648816.

A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (9.20)	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsible and/or outright rejected. It is the responsibility of the Offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Proof of Authority to Transact Business in Virginia Form (9.18):	_____
3. Minimum Qualification Documentation	_____
4. Proposal Contents per Section 8.0	_____
5. Responses to System Requirements, Appendix A	_____
6. Responses to Offeror's Pricing Page, Appendix B	_____

Person to contact regarding this proposal:_____

Title:_____ Phone:_____ Fax:_____

E-mail:_____

Name of person authorized to bind the Firm (9.5):_____

Signature:_____ Date:_____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Procurement

Division of Procurement

P.O. Box 7000, Leesburg, VA 20177

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 648816

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 648816

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Procurement •
PO Box 7000 • Leesburg, VA 20177**



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

APPENDIX A

ICS SYSTEM REQUIREMENTS

APPENDIX B

PRICING FORMAT

REFERENCES

REFERENCES FOR RFP RFQ 648816

Offerors shall provide references on this form. Use additional sheets as necessary.

Offeror's Name: _____

Reference 1:

Agency Name _____

Agency Address _____

Contact Name _____

Contact Title _____

Contact Telephone _____

Contact Email Address _____

Project Description _____

Project Start/End Dates _____

Organization Size _____

Status / Outcomes (e.g., On Time Go Live?) _____

Contracted Services Budget _____ / Final Services Budget _____

Reference 2:

Agency Name _____

Agency Address _____

Contact Name _____

Contact Title _____

Contact Telephone _____

Contact Email Address _____

Project Description _____

Project Start/End Dates _____

Organization Size _____

Status / Outcomes (e.g., On Time Go Live?)_____

Contracted Services Budget _____ / Final Services Budget_____

Reference 3:

Agency Name _____

Agency Address _____

Contact Name _____

Contact Title _____

Contact Telephone _____

Contact Email Address _____

Project Description _____

Project Start/End Dates _____

Organization Size _____

Status / Outcomes (e.g., On Time Go Live?)_____

Contracted Services Budget _____ / Final Services Budget_____

APPENDIX C

BUSINESS ASSOCIATE AGREEMENT



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the _____ of _____ by and between the County of Loudoun, Virginia (herein referred to as “Covered Entity” or “County”) and _____ (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of _____.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Mental Health, Substance Abuse and Developmental Services, and Loudoun County Health Department** as a (Enter health care component within the County’s Hybrid Entity).

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

1. Definitions:

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.

- (c) HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. Obligations and Activities of Business Associate:

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (d) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware.
- (e) Business Associate agrees that in the event of a breach to provide the County within 10 calendar days of discovery of the breach with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached. Business Associate agrees to provide all other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (f) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (g) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (h) Business Associate agrees to make available protected health information in a designated record set to the County as necessary to satisfy the County’s obligations under 45 CFR §164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1). Business Associate agrees to forward an individual or individual’s designee’s request to access information in the designated record set to the County within 5 calendar days.
- (i) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County’s obligations pursuant

to 45 CFR §164.526. Business Associate agrees to forward an individual or individual's designee's request to amend information in a designated record set to the County within 5 calendar days.

- (j) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days.
- (k) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (l) Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate:

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County insurance credentialing and management services provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (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 subject to the following minimum necessary requirements:
 - (i) Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
 - (ii) Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.
- (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 the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.
- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

4. Term:

- (a) Term: This BA Agreement shall be effective as of _____ and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

5. Termination:

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either i) provide an opportunity for Business Associate to cure the violation, or ii) terminate this BA Agreement.
- (b) Obligation of Business Associate Upon Termination:
- (i) Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:
- (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (b) Return to the County the remaining protected health information;
- (c) Continue 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 the protected health information, other than as provided in this section, for as long as Business Associate retracts the protected health information;
- (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under Permitted Uses and Disclosures by Business Associate which applied prior to termination; and
- (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

6. Miscellaneous:

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.

(c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
Entity Name	Department
Address	Address
Address	Address
Phone number	Phone Number
Contact name	Contact name

Agreed: _____ Date: _____
[Name]

Title: _____
[Title]

Agreed: _____ Date: _____
[Name]

Title: _____
[Title]

****Original retained at the Procurement Office**

Copy to Department of Mental Health, Substance Abuse and Developmental Services and Loudoun County Health Department