



Loudoun County, Virginia

REQUEST FOR PROPOSAL

BENEFITS CONSULTING AND ACTUARIAL SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., August 20, 2019 "Atomic" Time

RFP NUMBER: RFQ 83780

ACCEPTANCE
PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

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

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This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: July 19, 2019

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 .

REQUEST FOR PROPOSAL

BENEFITS CONSULTING AND ACTUARIAL SERVICES

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Prepared By: /s/Diane C. Smith Date: July 19, 2019
Assistant Purchasing Agent

BENEFITS CONSULTING AND ACTUARIAL SERVICES

1.0 PURPOSE

- 1.1 The intent of this Request for Proposal (RFP) is for Loudoun County, Virginia (County) to obtain firm fixed pricing for a qualified firm(s) for the provision of employee benefit consulting and actuarial services in accordance with the Scope of Service of this RFP. The successful firm(s) will provide professional consultation to the County, including the Loudoun County Board of Supervisors' (Board) members, draft and analyze RFPs for third party administrators for various benefit programs, analyze costs and funding estimates, provide assistance with contract negotiations and similar related work.
- 1.2. No broker services are desired nor will Broker fees be paid.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (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

Loudoun County Government has contracted with AON Health Solutions for actuarial services since 2009. The AON contract will be expiring September 30, 2019. AON Health Solutions has facilitated the ongoing management and guidance for Loudoun County Government benefit plans. The County currently offers a wide variety of benefit programs to approximately 3670 employees working at least 20 hours per week and to approximately 600 retirees. Loudoun County Government last issued a solicitation for a health plan in 2009 in collaboration with Loudoun County Public Schools. Cigna was awarded the Administrative Agreement Services Only (ASO) medical contract, Express Scripts was awarded the prescription drug administration contract, Delta Dental of Virginia was awarded the ASO dental contract and Davis Vision was awarded the ASO vision contract. All of the contracts are expiring December 31, 2020. In addition to a defined benefit retirement plan, these programs include but are not limited to:

- 3.1 Five (5) health plans, including a self-funded Point of Service (POS), self-funded Open Access Plus (OAP), self-funded Health Savings Account (HSA) and Health Reimbursement Arrangement (HRA).
- 3.2 A self-funded prescription plan bundled with medical and a Medicare Supplemental Plan
- 3.3 A self-funded dental Preferred Provider Organization (PPO);

- 3.4 A self-funded comprehensive vision plan bundled with the dental;
- 3.5 A self-funded workers' compensation program;
- 3.6 Deferred compensation plan under Internal Revenue Code (IRC) Section 457(b) with one provider, diverse investment options, and assets of approximately \$201M with ancillary investment programs including a voluntary payroll Roth IRA, Executive 401(a) plan and a retiree health savings plan.
- 3.7 A limited term disability plan with an employee paid voluntary long term disability buy-up component.
- 3.8 Flexible Spending Accounts for medical and dependent care, with administration outsourced.
- 3.9 Employee Assistance Program

Other outsourced benefit administration functions include COBRA, Family Medical Leave Act (FMLA) and retiree health. The County also offers a tuition assistance reimbursement plan.

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 Offerors must demonstrate that they are financially stable and that they have been in business providing similar service for at least the last ten (10) years. The offeror shall provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
- 4.2 Provide at least three (3) references for similar or related benefits consulting services as well as actuarial services and must include organization names, addresses, names of contact persons, telephone numbers, and email addresses.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide comprehensive range of employee benefit service and solutions:

- 5.1. Qualified Offeror(s) may be requested to provide the following services:

- A. Benefits Consulting Services

- 1. The plans or subject matter which the County may request consultation on a task order basis include but are not limited to:

- a) Point-of-Service, Open Access Health Plans to include plan design;
- b) Consumer Directed Health Plans (HRA's, HSA's);
- c) Retiree Health;
- d) Short and long term strategic planning, including benchmarking;
- e) Financial management to include but not limited to actuarial review of health costs incurred to include IBNR (incurred but not reported) and projection of future claims and related changes to premiums;
- f) Perform auditing services for the health carriers with regard to timeliness and accuracy of payment;
- g) Deferred Compensation (IRC Section 457(b); Roth Individual Retirement Accounts (IRA), Retiree Health Savings plan design, fund selection, and fund performance review;
- h) Investment Policy Review and Revision;
- i) Dental Benefits;
- j) Vision Benefits;
- k) Flexible Spending Accounts - Dependent Care and Medical Reimbursement;
- l) Short-Term Disability Insurance, self-funded;
- m) Long-Term Disability Insurance, fully insured;
- n) Long Term Care Insurance;
- o) Direct Bill Retiree and COBRA administration;
- p) Health Plan compliance at the local, state, and federal level;
- q) Employee Communications
- r) Pharmacy benefits management;
- s) Behavioral health plan management;
- t) Wellness strategy and programs;
- u) Tuition Assistance;
- v) Vendor Management and Negotiations;
- w) Work Related Commuting benefits;
- x) Voluntary Benefits
- 2. The range of services may include, but not be limited to:
 - a) advising on trends in "best practices";

- b) analyzing performance of service providers to include data/actuarial analysis;
- c) assisting with communications and implementation of new or changed programs;
- d) rate negotiations, advising County staff of changes in laws and regulations impacting benefit offerings;
- e) assisting County staff to ensure that within funding available benefit programs are competitive;
- f) Cost-effective, and understood and valued by employees;

B. Request for Proposal Services

Assist the County in the preparation of requests for proposal (RFP's) and in evaluating offeror responses; negotiate on behalf of the County with top offerors; attend County Proposal Analysis Group (PAG) meetings, if requested by the County, and make recommendations to the PAG for contract award.

<i>Project/Deliverable</i>	<i>Deliverable Date</i>
1. <u>Request for Proposal (RFP)</u> . RFP drafts, assistance with facilitation and evaluations for Health Plan to include medical, dental & vision benefits.	RFP drafts due no later than December 1, 2019. RFP evaluation summary due no later than March 1, 2020.

C. Financial Management

Qualified Offeror(s) will be requested to perform actuarial services for the following programs:

- 1. Medical, Prescription Drug, Dental and Vision Self-Insured Benefits
 - a) The primary focus of this scope of work is to make recommendations regarding the funding levels that are needed to maintain the self-funded medical, prescription, dental, and vision plans for each plan year. This includes evaluation of the funding levels to determine any deficit that exists or is projected to exist within the self-insurance fund. The project includes an evaluation of projected claims and administrative expenses, current trend factors and producing/modeling projections (including potential plan design changes) to estimate total plan costs.

b) Deliverables must include:

<i>Project/Deliverable</i>	<i>Deliverable Date</i>
2. <u>Initial Budgeting</u> . Preliminary projection for upcoming fiscal year budget (% and PMPY/PEPY Cost).	No later than June 15 th of each year. First deliverable due by June 15, 2020.
3. <u>Contingency Reserve</u> . Evaluate and recommend appropriate reserve levels (both \$ and %) for the current fiscal year based on the most recent and prior plan year data. Staff uses this data to monitor the claims reserve levels in the County's self-insurance fund.	No later than September 15th of each year. First deliverable due by September 15, 2020.
4. <u>Outstanding Claims Liability</u> . Evaluate and recommend appropriate reserves for IBNR and other liability components (both \$ and %) based on the most recent and prior year data. This data is used for stating the County's IBNR liability in their respective Annual Financial Report and for estimating IBNR reserves needed for the current fiscal year.	No later than September 15th of each year. First deliverable due by September 15, 2020
5. <u>Updated Projection & Rate Equivalents</u> . Annual rate setting for the next plan year, which begins on January 1st (1st plan year begins January 1, 2021). Allows for modeling of plan design and/or cost sharing changes.	No later than August 15th of each year. First deliverable due by August 15, 2020

2. Worker's Compensation Self-Insured Program

The successful contractor shall:

- a) Provide actuarial consultation and advisory services on any technical, policy, legal, or administrative problem encountered during the review of the workers' compensation self-insurance fund.
- b) Deliverable must include an Executive Summary, Actuarial Assumptions and Methodology used.

<i>Project/Deliverable</i>	<i>Deliverable Date</i>
1. <u>Provide forecasts for workers' compensation ultimate loss and ALAE (Allocated Loss Adjustment Expenses).</u>	No later than July 1 st of each year. First deliverable due by July 1, 2020.
2. <u>Provide forecasts for IBNR (Incurred But Not Reported) liability and outstanding loss reserves.</u>	No later than July 1 st of each year. First deliverable due by July 1, 2020.
3. <u>Forecast Annual Payout of Losses for the next fiscal year.</u>	No later than July 1 st of each year. First deliverable due by July 1, 2020.

- 5.2. Maintain during the course of the contract familiarity with the County benefit strategies, plan designs, financing and administrative practices, benefit communications, and individual plan enrollment and performance following tasks completed in specific benefit offerings.
- 5.3. Meet with the Benefits Staff at least quarterly to review status of assigned tasks, advise on related legal and regulatory changes; market conditions; recommend consideration of exploring new and alternative benefit delivery options; support technologies; and other marketplace offerings or issues relevant to County benefit programs. These meetings are intended to ensure that County staff has current information and professional advice consistent with the objectives of paragraph 5.1.
- 5.5. Meet with the County's Board of Supervisors, management staff and employee groups to explain benefit plan issues, changes, and their legal and financial impacts on employees and retirees, if requested. These meetings will be primarily during business hours; however, some meetings may extend later.
- 5.6. Provide a work plan for each assigned task or project to include the following elements:
 - A. methodology to be used in completing the assigned task or project,
 - B. list of deliverables and time schedule including completion date, number and type of personnel to be used in completing the task,

- C. Detailed cost schedule to include a breakout of direct and indirect costs, any additional overhead charges.
- 5.7. Provide, in writing, periodic progress reports and briefings, including updates on project costs incurred to date on an agreed-upon schedule; and submit a final written analysis of the project with agreed-upon deliverables to the Benefits Staff and other individuals as designated in the task agreement. On select projects the final deliverables may include a final study report of findings, recommendations and supporting justification to the County's Senior Management Team (County Administrator, Deputy County Administrators, and Directors from the Departments of Human Resources, Finance and Procurement and Management and Budget).
- 5.8. The County anticipates utilizing consultant assistance in exploring changes to its current benefit plans/offerings, including but not limited to deferred compensation providers, voluntary benefits programs, transportation benefits, leave policies, and retiree offered benefits.
- 5.9. Additional Conditions:
- A. The Contractor shall:
 - 1. Provide specific financial performance guarantees for non-performance.
 - 2. Meet with County staff within fifteen (15) days after the Contract award date to review the proposed Contract, communications, and enrollment materials and to finalize the implementation plan, time line and project deadlines.
 - 3. Enter into the attached Business Associate Agreement (BAA) (Attachment A) with the County to include the standard HIPAA Privacy and Data Security provisions.
 - 4. Maintain confidentiality on all data collected in administration of this Contract and in accordance with 5.1.5 (D). Data shall not be released without the prior written permission of the County.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "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 Contract 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 HR Assistant Director, Benefits & Risk or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the HR Assistant Director, Benefits & Risk 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 Contract shall cover the period from November 1, 2019 through October 31, 2024 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods. 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 increases after the initial period should be mutually agreed to by the parties, however, in no instance will the contract price adjustment for a renewal period exceed five percent 5%.

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor 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.

6.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless

accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.5 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 Contract 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.

6.6 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 Contract or Contract renewal.

6.7 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 Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract 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 original 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.

6.8 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 Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.9 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.

6.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.16 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.

6.17 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.

6.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.19 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 wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. 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.

6.20 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.

6.21 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 in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to the following mailing address or by email to: benefits@loudoun.gov:

County of Loudoun, Virginia
Department of Human Resources
Attn: Benefits Division
P.O. Box 7000
Leesburg, VA 20177

Physical Address:

1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon 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 pricing form.

6.22 Payments to Subcontractors *

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

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his 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.

6.23 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.

6.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and 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 Contract in a subsequent fiscal year, then the Contract 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 Contract.

6.25 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of 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.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

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.

6.26 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.

6.27 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, without giving effect to its conflicts of laws provisions. 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.

6.28 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

TO COUNTY ((a) and (b)):

Division of Procurement
1 Harrison Street, S.E., 4th Floor
Leesburg, VA 20177
Attn: Diane C. Smith

TO COUNTY (c) :

Division of Procurement
P.O. Box 7000
Leesburg, VA 20175
Attn: Diane C. Smith

With copy to:

Department of Human Resources
P.O. Box 7000
Leesburg, VA 20175
Attn: Benefits

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.

6.29 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.

6.30 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.

6.31 Background Checks

Background checks of contractor employees and/or subcontractors may be conducted at the discretion of 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.

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. 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.

6.32 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.

6.33 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 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.

6.34 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, 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.

6.35 Survival of Terms

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

6.36 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.

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.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Credentials, qualifications, subject matter expertise and financial stability of the offeror and proposed staff to be assigned. (20 points)
- 7.2 Overall approach to strategic planning, vendor management (including RFP execution) and financial management for the County. (30 points)
- 7.3 Overall quality and completeness of proposal (and interview if shortlisted) (20 points):
- 7.4 Compliance with Contract Terms and Conditions contained in Section 6.0 (10 points)
- 7.5 Cost of Service (**shortlisted firms only**) (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so 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 including all components listed in Section 5.0 Scope of Services. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

8.1 Firm Credentials, Qualifications and Experience

- A. Provide an overview of your immediate organization, its ownership structure, mission/vision/values, number of employees and annual employee benefits consulting and/or brokerage revenues (specific to each). If applicable, please provide this information separately for your wholly owned subsidiary if you are part of a "parent" company and for the "parent" company in total.
- B. How long has your firm provided employee benefits consulting services?
- C. What portion of your total revenue is derived from employee benefits consulting?
- D. Please confirm if you have a private active exchange and/or a private retiree exchange and how that business influences your work with clients as well as consulting pricing.
- E. Please confirm if you offer voluntary benefit offerings and how that business influences your work with clients as well as consulting pricing.

- F. Does your organization have a pharmacy collaborative, and how does that business influence your work with clients as well as consulting pricing?
- G. Please confirm what consultative services are included in your:
1. Active health exchange
 2. Retiree health exchange
 3. Voluntary benefits
 4. Pharmacy collaborative
- H. Please identify the office (including geographical location) that will serve as the primary point of contact for the County and describe all relevant services and resources provided by this office.
- I. Contact information for Account Director (i.e., the person responsible for client satisfaction)

Company Name	
Contact Name	
Contact Title	
Company Address	
City	
State	
Zip	
Phone Number	
E-Mail Address	
Fax Number	
Years of Experience	
Years with Your Company	

- J. Describe the team of individuals who would be assigned to the County. Explain each team member's role. Include specific client team members and other potential ad hoc team members. Provide biographical information on each team member. Explain your commitment to maintain the team for the period of the contract and the circumstances that would prompt a change in personnel.
- K. Please describe the expectation that you have of the team assigned to the County specific to broad expertise and leverage of subject matter experts.
- L. What is the longest relationship you have had with a client? Is this a current client? If not, what is the longest relationship you currently maintain with a client?

- M. Describe three situations where your firm has demonstrated leading edge (thinking “outside of the box”) solutions in the health care arena. Of particular interest are options for managing rising health care costs, enhancing employee engagement and improving population health through clinical outcomes.
- N. What proprietary research do you sponsor to help provide your clients with advice around emerging best practices in cost management?
- O. Provide a description of the method your organization uses to track, research and communicate pending Federal and State legislation and regulations.
- P. Describe your client service philosophy.
- Q. Describe your procedures for monitoring client satisfaction
- R. Describe your level of investment made in new technology over the past 24 months for client based resources.
- S. Describe the technological support your firm provides to clients.

8.2 Subject Matter Expertise

- A. Please describe your firm’s qualifications and experience in the following areas:
 - 1. Actuarial, both Health/Welfare programs and Worker’s Compensation
 - 2. Retiree health care design, strategy, and pricing, including Part D plans
 - 3. Clinical
 - 4. Pharmacy including your experience with negotiating directly with prescription drug vendors
 - 5. Absence Management, including your experience with sick leave compliance
 - 6. All other compliance
 - 7. Stop loss
 - 8. Wellness programs
 - 9. Consumerism, with focus on your experience with Consumer Directed Health Care Plans that you have designed for your clients
 - 10. Data warehousing and mining
 - 11. Audit
 - 12. Your benefit plan benchmarking services/tools

13. Private exchanges

14. Experience working with an advocacy organization

8.3 Strategic Planning

- A. Describe your approach to assisting the County in setting short-term and long-term benefit strategies.
- B. What major wellness initiatives have you developed and what were the results?
- C. Describe your ability to provide information around marketplace best practices for employers, particularly in our Industry.
- D. Describe how you will assist the County's benefit team to present recommendations to senior management.
- E. Please describe how your firm supports clients relative to updates regarding Health Care Reform.
- F. How can you assist us with understanding the financial ramifications of ACA, HIPAA, MHPAEA and leave program requirements? Do you offer training in these respective areas?
- G. Outside of ACA, what are the most compelling issues today in the employee benefits arena and how is your firm uniquely poised to help us address them?
- H. What type of free interactive website communications and tools do you provide to your clients? If possible, please provide us with temporary access.

8.4 Vendor Management

- A. Please outline your firm's process to facilitate the County's ultimate selection of vendors in an RFP or RFI scenario.
- B. Please describe how you evaluate the differences in discount levels that exist between vendors. What internal resources do you possess to help determine the most cost efficient medical vendor?
- C. Please provide a proposed annual calendar for the services you are proposing to deliver to the County, showing both interaction with the County and its vendors.
- D. Please outline your capabilities relative to the evaluation and negotiation of prescription drug benefit administrative services.
- E. Describe your firm's marketplace leverage in negotiating with carriers in regard to rates, contract/policy terms, and plan design. Do you offer group purchasing cooperatives? Please describe.
- F. Describe the tools and technology that you will use to monitor the effectiveness of the delivery of the benefits under the Plans.

- G. Please discuss your approach to contract vendor renewals, including timing; include a sample annual vendor management timeline.
- H. What role do performance guarantees play in your vendor selection process? How do you evaluate the guarantees offered by vendors?
- I. Please describe the project management process that would be utilized by your team during the bid process.

8.5 Financial Management

- A. How will your firm assist the County to monitor the financial performance of our benefit plans?
- B. Please outline what resources you have available to assist the County in benchmarking its benefit programs.
- C. Describe your approach to providing accrual rates, fully insured equivalent rates, reserve calculations and budgets.
- D. Describe your approach to determining workers compensation ultimate loss, Allocated Loss Adjustment Expenses, forecasts for Incurred but not reported liability and outstanding loss reserves.
- E. Describe your firm's capabilities to model and project the cost impact of plan design changes.
- F. Explain how you will help the County evaluate its options to mitigate the risk of high claims.
- G. Describe your experience in monitoring financial reports provided by vendors, including your approach to evaluating cost trends, utilization and network performance.
- H. How will you assist the County in developing a long-term active employee contribution strategy?
- I. How will you assist us with our retiree medical strategy, keeping in mind our business?
- J. Please describe the actuarial resources you will use to calculate premium rates and IBNR.
- K. Identify and describe your lead actuary, if any, proposed for the County team.

8.6 Compliance with Contract Terms and Conditions

- A. State your firm's compliance with Contract Terms and Conditions as stated in Section 6.0. Specifically list any deviations and provide justification.
- B. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years by state regulatory bodies and/or professional organizations.

8.7 Cost of Services (Shortlisted Firms ONLY)

- A. Please provide your consulting fees and rate cards detailing expected resources needed and hourly rates used to bill the proposed scope of services.
- B. Attachment B shall be used for preparation of Cost proposal and shall include all of the specified services including but not limited to overhead, travel, etc. Specify terms of pricing. What would the pricing be for a one year and three year agreement?
- C. Are there costs for transition and if so, please provide an estimate of such costs.
- D. What type of fee arrangements is your organization willing to accept?
- E. What is your policy on disclosing commissions to your clients? What is your policy on disclosing overrides to your clients? What about any other management or payment structures? Please describe how you will demonstrate transparency of your billing.
- F. What is your position of contingent commissions? If you receive contingent and regular commission how are you able to provide unbiased support to your clients when your fees are based on premium size and profitability of your accounts? If you were selected to work with the County and were paid on a commission basis would you agree to return all contingent commissions directly to the County?

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- 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.
- D. All proposals shall be signed in ink 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 proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on August 20, 2019. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. 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. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- G. Proposals may be submitted via US Mail to the County of Loudoun, Division of Procurement, PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to County of Loudoun, Division of Procurement, 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.

(Please note: Offerors choosing to submit proposals via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).

- H. Each offeror shall submit one (1) original and five (5) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

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, however, that all questions are received *by 12:00 p.m. August 2, 2019*. 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 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B.

Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.6 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.

9.7 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:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.8 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.
- C. 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.

9.9 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.10 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.

9.11 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.

9.12 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.

9.13 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with

offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 Work Plan

The offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of County and offeror resources, according to skill level. All deliverable items should be identified and described.

9.19 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.

9.20 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

9.21 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.

9.22 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.

9.23 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 or at <http://www.scc.virginia.gov/default.aspx>.

9.24 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.

9.25 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>.

9.26 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.

9.27 Legal Action

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

9.28 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.



Loudoun County, Virginia

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

10.0 PROPOSAL SUBMISSION FORMS

BENEFITS CONSULTING AND ACTUARIAL SERVICES

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. QQ-01xxx for the price as stated in the price proposal.

- 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:	_____
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-responsive and/or non-responsible. 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. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Minimum Qualification Documentation:	_____
5. Proposal Submission Format (8.0)	_____
6. References:	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.7): _____

Signature: _____ Date: _____

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



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

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

C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree 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/offeree is not required to be authorized to transact business in Virginia.

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

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 83780

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 83780

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: Patty Cogle • 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 ("MWCOCG") 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 MWCOCG 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>

ATTACHMENT A



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the **1st of November, 2019** by and between the County of Loudoun, Virginia (herein referred to as “Covered Entity” or “County”) and (**Enter Entity name**) (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 **November 1, 2019**.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Human Resources, Benefits Program** as a **health care component administrator of a health plan** 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 Flexible Spending Account, COBRA Programs Administration and Retiree Billing and Collection 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 **November 1, 2019** 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 retrains 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 of Human Resources
Address	P.O. Box 7000
Address	Leesburg, VA 20177
Phone number	
Contact name	

Agreed: _____ Date: _____
Signature

Title: _____
[Insert Title]

Agreed: _____ Date: _____
Signature

Title: Director of Human Resources

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

Copy to **Department of Human Resources, Benefits Division**

ATTACHMENT B

ATTACHMENT B – COST OF SERVICES – **SHORTLISTED FIRMS ONLY**

Benefits Consulting	Estimated Cost	Maximum Cost
<p>1. <u>Education/Investigation.</u> Provide professional consulting services to County to educate Benefits Staff / designees on various options available in the health care marketplace and appropriateness of certain plan designs for Loudoun County's employee population. This includes discussion and evaluation of options such as:</p> <ul style="list-style-type: none"> • direct provider contracting • consumer driven health plan designs • disease management programs • health risk assessments • pharmacy benefits • market trends – from vendor and employer perspective • potential advantages/disadvantages of various plan designs to the County • recommended next steps 		
<p>2. A. <u>Develop Draft Report.</u> At the conclusion of task 1 above, consultant will assist in developing a draft report of recommendations. The draft report will be presented to an internal committee for discussion. Consultant attendance at this meeting may or may not be needed.</p>		
<p>B. Vendors should quote hourly rate in the event consultant attendance is needed. Expenses will be reimbursed in accordance with the County guidelines.</p>		
<p>3. <u>Develop Final Report.</u> The final report will contain recommendations on the future design of the County health plan. Consultant assistance will be requested to review/edit the final report.</p>		

4. <u>Present Final Recommendations.</u> The final report will be presented to the County Board of Supervisors. Consultant attendance at these meetings will be required		
RFP Development and Evaluation	Estimated Cost	Maximum Cost
5. <u>Develop Request for Proposals.</u> Consultant will develop RFPs for the County's medical, prescription, dental and vision benefits program based on the adopted recommendations from the preceding task. RFP shall also include proposed performance guarantees.		
6. Develop draft and final rating methodology (along with County staff) to be used for evaluation of Request for Proposals.		
7. Review, evaluate and score the proposals received from the preceding task.		
8. Attend County meetings and make recommendations for contract award.		
9. Accompany County staff at vendor site visits (if needed) and attend all final interview and negotiation meetings.		
10. Assist County staff with negotiation of administrative fees.		
11. Review proposed contract documents to ensure the County's interests are represented and assist with negotiations.		
12. Follow-up telephone consulting on implementation issues as they arise.		

Financial Management	Estimated Cost	Maximum Cost
Health Plan		
1. <u>Initial Budgeting</u> . Preliminary projection for upcoming fiscal year budget (% and PMPY/PEPY Cost).		
2. <u>Contingency Reserve</u> . Evaluate and recommend appropriate reserve levels (both \$ and %) for the current fiscal year based on the most recent and prior plan year data. Staff uses this data to monitor the claims reserve levels in the County's self-insurance fund.		
3. <u>Outstanding Claims Liability</u> . Evaluate and recommend appropriate reserves for IBNR and other liability components (both \$ and %) based on the most recent and prior year data. This data is used for stating the County's IBNR liability in their respective Annual Financial Report and for estimating IBNR reserves needed for the current fiscal year.		
4. <u>Updated Projection & Rate Equivalents</u> . Annual rate setting for the next plan year, which begins on January 1st (1st plan year begins January 1, 2021).		
Worker's Compensation		
1. <u>Provide forecasts for workers' compensation ultimate loss and ALAE (Allocated Loss Adjustment Expenses)</u> .		
2. Provide forecasts for IBNR (Incurred But Not Reported) liability and outstanding loss reserves. Forecast Annual Payout of Losses for the next fiscal year.		
3. Forecast Annual Payout of Losses for the next fiscal year.		
<i>Total Estimated/Maximum Hours and Costs</i>		

General Benefits Consulting:

Complete the following schedule (additional lines may be inserted if needed):

Name of Individual	Labor Category	Hourly Rate