CONSULTING SERVICES FOR ELECTRONIC HEALTHCARE RECORDS SYSTEM

ACCEPTANCE DATE: Prior to 4:00 p.m., March 20, 2019 “Atomic” Time
RFP NUMBER: RFQ 67774
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: February 26, 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.
1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain fixed price proposals from firms specializing in community based public behavioral and developmental healthcare systems consulting services to assist County of Loudoun, Virginia (County) in procuring an Electronic Health Records System (EHR System) for the Loudoun County Department of Mental Health, Substance Abuse and Developmental Services (MHSADS). The new EHR System will replace the MHSADS Behavioral Healthcare Information and Billing System (MHSADS System) that is currently being used for scheduling, documenting, billing, and collecting client information services.

The scope of this RFP is to select a consultant firm, along with any sub-consultants (collectively deemed “the Offeror” hereafter) that will provide the following services:

- Assist the County in writing an RFP to competitively procure an EHR System and related subsystems that best meet MHSADS requirements and goals of supporting innovation and responding to the rapidly changing behavioral and developmental healthcare system.
- Assist the County in analyzing the RFP responses objectively and support activities to select a vendor to implement the EHR System.

The selected Offeror may also be tasked under this RFP with providing project management services for the implementation of the EHR System, but that task may be negotiated separately at a later date.

To ensure that the Offeror understands the functional needs of MHSADS with regard to the EHR System, along with associated policies and governance requirements, MHSADS has included an overview of the EHR System requirements herein. Offerors shall demonstrate their understanding of the requirements and ability to objectively assist the County with selecting an EHR System meeting the requirements in Attachment 1.

Additionally, it is the intent of this RFP that the Offeror shall perform the following activities as part of this initiative as contained in Section 5.0, Scope of Services:

- The Offeror shall identify limitations of the existing MHSADS System and make recommendations with regard to the scope of the RFP for the new EHR System.
- The Offeror shall elicit pertinent information from management, technical staff, and system users to prepare the documents necessary for the RFP, evaluation, and acquisition of the new EHR System.
- The Offeror shall gather information from MHSADS, the Department of Information Technology, and all other County departments and agencies that will interface with the EHR System in the County and external to the County.
• The Offeror will share their knowledge of various vendor-supplied behavioral and developmental healthcare systems, technological advancements, and regional operations, as well as provide technical reviews, analysis, and guidance on the information they provide.
• The Offeror will produce quality documents and assist the County in making informed decisions when selecting the necessary System(s).

Offerors shall be able to meet the following schedule below:

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<thead>
<tr>
<th>Activity</th>
<th>Dates</th>
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<tbody>
<tr>
<td>Release RFP</td>
<td>2/26/19</td>
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<tr>
<td>Deadline for submission of questions</td>
<td>3/8/19 @ 10:00 a.m.</td>
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<tr>
<td>Deadline for submission of proposals</td>
<td>3/20/19</td>
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<tr>
<td>Interview finalists</td>
<td>4/17/19 &amp; 4/18/19</td>
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<td>Negotiations</td>
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<td>Award of contract</td>
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<tr>
<td>Contract Kick Off Meeting</td>
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2.0 COMPETITION INTENDED

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

3.0 BACKGROUND INFORMATION

3.1 Loudoun County

The County is located 25 miles west of Washington, DC, in the Washington Metropolitan Area and provides a mix of suburban and rural living to its residents. Since the construction of the Dulles International Airport, new business and residential development have dominated the County’s historically agricultural economy. The County’s population nearly doubled in the 1990s; since 2000, the County has been the fifth fastest growing county in the United States. The County is known for its beautiful scenery, rich history, comfortable neighborhoods, and high quality public services. Its economy continues to grow and is responsible for a considerable share of Northern Virginia’s job growth during the past few years. Several major companies in the telecommunications, information, and airline industries are located in the County. It is also known for its outstanding public school system.

3.2 MHSADS General

3.2.1 MHSADS

MHSADS has served the community since July 1, 1973, as the public agency responsible for planning, organizing, and providing recovery-oriented services to individuals experiencing serious mental illness.
and substance use disorders, persons with intellectual and developmental disabilities, and children with early developmental delays. MHSADS is one (1) of forty (40) public organizations in Virginia working with the Department of Behavioral Health and Developmental Services (DBHDS). Programs are directly operated or provided by private organizations licensed by DBHDS. MHSADS receives funding from Loudoun County, the Commonwealth of Virginia, and grants from the federal government. MHSADS is required by state code to charge for services and a sliding fee scale is utilized. The MHSADS also bills Medicaid, Medicare, and other insurance companies. MHSADS observes Loudoun County rules and regulations regarding financial management, personnel management, and purchasing activities, and directly operates contracts with many external parties for the provision of services. MHSADS functions as part of the Loudoun County Human Services system and partners with numerous Departments within Loudoun County Government, to include the Department of Family Services (DFS), Health Department, Sheriff’s Office, Juvenile Court Service Unit, and Community Corrections.

MHSADS offers varying combinations of the following core services:

- Emergency Services
- Mental Health and Substance Abuse Outpatient Services
- Psychiatric and Medication Management Services
- Support and Care Coordination services (Case Management)
- Employment and Day Support Services
- Residential Services
- Early Intervention Services

Currently, MHSADS uses Cerner Corporation’s Behavioral Health Program (formerly known as “Anasazi”) which includes an integrated billing system. MHSADS began the implementation of its current system in 2008. MHSADS current system contains approximately 47,350 records. In FY2015, MHSADS provided services to approximately 5,000 individuals. The monthly transaction rates include over 3,750 forms created, 16,133 progress/informational notes generated, 16,000 services provided, 1,415 documents scanned, 920 payments receipted and 760 service plans created. On average, MHSADS Reimbursement team processed 3,200 claim lines on a monthly basis, as well as 3,200 payment/denial lines.

In addition, recovery oriented practices and person centered services have been a theme in all areas of MHSADS over the
last several years. An increasingly active partnership with individuals and their families is creating opportunities for further use of technology, including patient portals and secure e-mail communication. Other critical initiatives involve the strengthening of financial management activities, including entitlement eligibility and integration with primary healthcare.

MHSADS employs approximately 460 staff, most of which are direct service providers. Services are spread out in various types of facilities across Loudoun County. An increasing number of staff are mobile with their service delivery, resulting in the use of laptops and wireless devices to MHSADS current system. Service delivery is provided in apartments, group homes, hospitals, public schools, outpatient sites and in the homes of individuals we serve throughout the community. Although many services are provided during week days from 8:30 AM to 8:00 PM, MHSADS has a number of residential facilities that provide around the clock services, 24/7 days per week. There is also an Emergency Services program that operates 24/7 along with a Crisis Intervention Treatment Assessment Center that is open Monday through Sunday from 7:00 AM to 11:00 PM.

- MHSADS is moving toward a centralized front door access system for all services provided. During the call process, individuals are triaged for appropriate level of service and linked to various resources. Individuals requiring immediate and emergency services are sent to a 24 hour Emergency Services program.

3.2.2 Federal Healthcare Reform and Managed Care

All of the federal healthcare reform goals must be accounted for in the new EHR System with sufficient capacity to provide the following data: increased access to service improvements in the quality of care, improvements in productivity performance and clinical outcomes, and a reduction in the total healthcare expenditure for the individual as a result of MHSADS services. The proposed EHR System must contain all necessary elements to develop and sustain a behavioral health care organization and Medicaid managed care business accountability. As such the consultant will have an understanding of the current healthcare laws and regulations as promulgated by The Virginia Department of Medical Assistance Services (DMAS) and The Virginia Department of Behavioral Health and Developmental Services (DBHDS) inclusive of impending reforms.

The Medicare and Medicaid EHR incentive programs provide a financial reward for the meaningful use of qualified, certified EHR’s to achieve health and efficiency goals. By implementing
and meaningfully using an EHR System, providers will reap benefits beyond financial incentives such as reduction in errors, availability of records and data, reminders and alerts, clinical decision support, and e-prescribing/refill automation.

3.2.3 Service Delivery

Individuals who receive services from MHSADS participate in an assessment process that captures clinical data used to determine level of care and work collaboratively with a treatment team to develop a service plan which coincides with the requirements of the program. Demographic, financial, and other required data elements for state reporting and tracking outcomes are also captured. The service plan outlines goals and outcomes the individual would like to see; therefore, the ability to assess progress on these goals over time is important. Ongoing documentation of services is provided by staff that connects these notes to codes for billing, as appropriate, and collection of staff time spent on the activity. Capability to match staff credentials and payer source is a requirement for the EHR System. MHSADS service array varies by intensity, length, and location. Individuals are seen in the community, in their homes, at MHSADS office locations; interventions are provided face-to-face, over the phone and via tele-psychiatry. Continuity of care across MHSADS sites is critical given the size of the geographical area and travel requirements. Another major area of coordination involves work with other service providers, including state, regional and county organizations, private providers, and primary care organizations. The seamless and secure exchange of information between providers and individuals in service is critical to a high standard of care. Some programming, such as residential, requires shift progress notes and documentation of medication administration. Recording medical assessments and requesting and analyzing labs are a critical component of MHSADS work. The MHSADS’s EHR needs to be flexible enough to meet our changing and evolving business process and service delivery system.

3.2.4 Appointment and Resource Scheduling

MHSADS requires a very robust scheduling functionality as part of the EHR System. Scheduling needs to identify all resources available that can be scheduled including staff, their credentials, programs, facilities, rooms or beds within facilities, and appointment time slots. The EHR System should also have the capacity to track all of the staffs' time and assign a cost to the time spent on a particular function. MHSADS requires the ability to assign a staff person to an individual
appointment based on their credentials to maximize reimbursement to MHSADS.

In addition, the scheduling system must have reminders that can be set administratively or by a staff member based on their individual needs. The scheduler must be fully integrated into the EHR and work seamlessly with all components of the system to provide data on staff and billing.

3.2.5 Front Desk Reception

MHSADS is committed to providing outstanding customer service to individuals accessing behavioral and developmental services at any of our community facilities. MHSADS requires a system that allows reception to easily identify an individual, their scheduled appointment(s), payment responsibility and demographic information using an intuitive, user-friendly interface.

3.2.6 Evaluation and Assessment

MHSADS conducts an evaluation on all individuals seeking treatment. This evaluation results in an assessment of the individual’s needs and request for services and the type(s) of service(s) to be offered. A person-centered service plan is developed with the service recipient and treatment team. MHSADS is seeking a number of decision supports available in the EHR System to further assess individuals. There are a number of outstanding evaluation tools available that can improve the quality of assessments as well as provide decision support for elaboration when areas of need are identified. In addition, while the Diagnostic and Statistical Manual of Mental Disorders-5 (DSM-5) and International Statistical Classification of Diseases and Related Health Problems-10 (ICD-10) are the primary diagnostic determination tools used, there are a number of scales that can be useful.

3.2.7 Document Management

MHSADS envisions the EHR System will have a document management system that allows for easy attachment and retrieval of imaged documents from an individual’s record. MHSADS requires all uploaded attachments to be searchable and managed within the EHR System.

3.2.8 Referral Management

MHSADS operates as the backbone of the public behavioral and developmental health system in Loudoun County. As referrals are received, it is the responsibility of MHSADS to assess an individual’s need(s) and plan appropriate, timely services. Tracking the referral and subsequent service
participation is a critical part of the referral management process.

3.2.9 Residential Services

MHSADS operates a large Residential Services Program. There are approximately twenty-two (22) sites directly operated by MHSADS. Residential support includes consumer-directed, in-home supports, group homes and supportive residential services, all of which provide services to individuals in their own homes, regardless of setting. The services include supporting and empowering individuals to improve the quality of their lives through person-centered practices to become as independent as they can possibly be while making meaningful community connections.

3.2.10 MHSADS Contractors

MHSADS contracts with a number of non-profit community service providers as well as private providers that perform a variety of functions and tasks for individuals on a contractual basis. These individuals are often receiving services from MHSADS and from one or more community service providers. There is a basic need to have integrated documentation of simultaneous services by MHSADS and external contractors, agencies and organizations.

3.2.11 Revenue Management

MHSADS requires a robust, fully integrated billing, collections and revenue cycle management system within the EHR System. A substantial part of MHSADS operations are funded by revenue received from Medicaid, insurance carriers, individual copayments, other government entities and private resources. Critical to MHSADS successful business operations, the EHR System must incorporate the overarching business principle that the revenue cycle begins at the initial point of contact and not after services are delivered.

3.2.12 Billing and Reimbursement

The financial stability of MHSADS impacts its ability to conduct business and serve the community. It is imperative that accurate, timely billing occur with the appropriate generally accepted accounting practices in place to roll this information up for verification and transfer to the County’s Oracle accounting system.

3.2.13 Credential Database

The Council for Affordable Quality Healthcare (CAQH) Universal Provider Data source (UPD) is a web based service and an industry standard for collecting provider data used in credentialing, claims processing, quality assurance, emergency
response, member services, such as directories and referrals, and more. MHSADS uses this service to verify credentials of clinical and medical staff.

3.2.14 System Reports

The EHR System shall run reports in real time without any lengthening of the response time from the production transaction database for normal transactions. In addition, MHSADS requires a robust reporting component of the EHR which would address a range of requirements both internal and external to the agency. The EHR shall have the ability to create various reports and make them available as a standard report to staff on an ongoing basis. In addition, MHSADS requires a user-friendly reporting system that supports staff who are not experts in reporting or data analysis to be able to set up and generate reports independently.

MHSADS has a mandatory requirement to submit a Community Consumer Submission 3 (CCS3) report that goes to the Commonwealth of Virginia. This report contains critical information that is reported on a time frame of every 30 days. These standards are available for download at: http://dbhds.virginia.gov.

3.3 Department of Information Technology

The Department of Information Technology (DIT) provides information, office automation, and communications systems and services to the all departments of the County government and public school system. DIT support staff is responsible for maintaining the hardware, software, and network resources required to operate the MHSADS’s technology infrastructure.

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 shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive/non-responsible and rejected. The following criteria shall be met in order to be eligible for this contract:

4.1 Offerors shall show proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

4.2. Offerors shall demonstrate at a minimum, that they have extensive experience in community based public behavioral and developmental healthcare systems with three (3) successful engagements to organizations with similar size and scope to that of the County government, as described herein for a minimum of three (3) years. Offerors shall provide company
name, person to contact, address and telephone number, description of work performed, and the total value of the Contract.

4.3 Offerors shall demonstrate working knowledge and experience concerning data security and the architecture of vendor solutions in the analysis and development of specifications for the procurement of the EHR System. Offerors shall provide company name, person to contact, address and telephone number, description of work performed, and the total value of the contract(s) worked on.

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 at a minimum, but not be limited to, the following:

5.1 Project Management and Planning

5.1.1 Provide necessary staffing to perform all project related management tasks including support staffing needed to prepare required documentation, including meeting minutes and project schedule(s).

5.2 Needs Assessment/Analysis

5.2.1 Schedule and conduct on-site meetings with County Mental Health Substance Abuse and Developmental Services and Department of Information Technology representatives to include a sampling of users of the affected systems in order to assess the needs of each agency. This shall include site visits with system users in other behavioral and developmental healthcare systems in Virginia. All notes associated with these meetings shall be compiled and incorporated into project documents.

5.2.2 Assist the County in developing the functional requirements of the EHR System. This includes recommendations based upon the Offeror’s knowledge of public behavioral and developmental healthcare systems, an assessment of the systems currently in use by the County, and an assessment of functional needs. The EHR System shall meet the Health Insurance Portability and Accountability Act (HIPAA) Standards for security, privacy, and electronic transactions. The HIPAA Standards can be located on the U.S. Department of Health and Human Services website www.hhs.gov/HIPAA. This recommendation should specifically include analysis of the current MHSADS System and requirements for integration and interoperability with the state Department of Behavioral Health and Developmental Services Community Consumer Submission 3 (CCS3) report that goes to the Commonwealth of Virginia. This report contains critical information that is reported on a time frame of every 30 days.

5.2.3 Detail the various components of the behavioral and developmental healthcare Systems to include Mobile Data, Mapping, Field Based Reporting, and all required interfaces and prepare a document that analyzes the current system and describes the needs for a
replacement system. This shall include software, hardware, network, interfaces, and support personnel recommendations.

5.3 Specification Document

5.3.1 Develop a specification document based upon the needs analysis as stated in Section 5.2. This document shall comply with current industry standards and incorporate functional specifications which will be included in the RFP for the procurement of the EHR System. This document must be in compliance with the Standard Functional Specifications for public behavioral and developmental healthcare systems. Refer to Attachment I– Overview of EHR System Requirements.

5.4 Prepare RFP Documents

5.4.1 Prepare RFP(s). The RFP(s) will outline all the requirements for the acquisition of the EHR System. This shall include recommendation of source selection criteria to be used by the County during the selection process. The Offeror shall prepare scripts to be used in the evaluation process for inclusion in the document and also develop recommended test criteria that will be used by the County’s Proposal Analysis Group (PAG) during the evaluation process.

5.4.2 Respond to vendor inquiries requesting additional information or clarification in coordination with County Procurement staff and assist in the preparation of Addendums that may be required.

5.4.3 Conduct evaluation meetings and prepare documentation to include an evaluation matrix and summary of each valid proposal received. Maintain documentation of the evaluation sessions to support the final decision by the County’s PAG.

5.5 RFP Evaluation and Selection process

5.5.1 Conduct on-site PAG meetings and prepare documents that assist in the evaluation of the proposal documents to include an evaluation matrix and summary of each proposal detailing requirements that are met or missed as well as additional features that were not in the original RFP.

5.5.2 Coordinate and schedule vendor interviews and site visits as required.

5.5.3 Coordinate the request of additional information or clarification from vendors during the evaluation and selection process.

5.5.4 Prepare a final report and assist in the preparation of necessary Board of Supervisors Committee documents for Contract award.
5.5.5 Attend required Board of Supervisors Finance and Operations Committee meetings and full Board of Supervisors Meetings during the Contract award process.

5.6 Implementation Support (to be negotiated separately)

5.6.1 Provide project management during the implementation process to include detailed timelines and schedules for deliverables, training, and services.

5.6.2 Conduct on-site meetings with County staff and Offeror representatives and prepare documents that assist in the implementation of the selected vendor(s) system.

5.6.3 Offeror must have successful prior experience implementing the system selected in a jurisdiction equivalent in size to Loudoun County.

5.7 Business Associate Agreement

Offeror shall comply with regulatory mandates and requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2. Successful Offeror shall sign and adhere to Business Associate Agreement (Attachment II).

6.0 TERMS AND CONDITIONS

The Contract 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 Consultant shall be subject to the general control and approval of the County’s designated EHR Replacement Project Team representative(s). The Contractor shall not comply with requests and/or orders issued by other than the County’s designated EHR Replacement Project Team representative(s).

6.2 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.

6.3 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.

6.4 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.

6.5 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

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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 **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.

6.12 **Faith-Based Organizations**

The County does not discriminate against faith-based organizations.

6.13 **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.

6.14 **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.
6.15 **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.

6.16 **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:

Country of Loudoun, Virginia  
Department of Information Technology  
Attn: Neil Meland  
41975 Loudoun Place SE  
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.

6.17 **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.

6.18 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.

6.19 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
6.20 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.

6.21 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.

6.22 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.

6.23 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:**

County of Loudoun, Virginia  
Division of Procurement  
Attn: Sandra A. Lineberry  
*United States Mail*  
P.O. Box 7000  
Leesburg, VA 20177  
*Physical Address*  
1 Harrison St, SE 4th Floor  
Leesburg, VA 20175

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.

6.24 **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.

6.25 **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.

6.26 **No Smoking**

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County’s no smoking policies may lead to removal of Contractor employees and possible Contract termination.
6.27 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.
6.28 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.

6.29 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.

6.30 Survival of Terms

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

6.31 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.
6.32 HIPAA

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

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

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

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

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 statements on the following:

A. Ability to meet or exceed all requirements stated in Section 5.0. Any deviation in the requirements shall be clearly be defined. (35 points)

B. Past performance and references on all projects of similar size and scope including, but not limited to, the ability of the offeror to deliver projects within established schedules and budgets and the results of reference checks (25 points)

C. Credentials related to experience, adequacy and availability of professional level staffing. (20 points)

D. Cost of services. (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. 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.

A. Minimum qualifications stated in Section 4.0.

B. Offeror’s ability to meet or exceed all requirements stated in Section 5.0 and any deviations from specified software requirements and any equivalent capabilities.

C. Proposal shall include a work plan which includes the following:
   1. A description of the proposed project team, role of each member, resumes and company organization structure.
   2. Major tasks and any associated sub-tasks.
   3. Proposed project time line.

D. Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants’ qualifications. The County reserves the right to reject the successful offeror’s selection of subconsultants for good cause. If a subconsultant is rejected the offeror may replace that subconsultant with another subconsultant 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.

E. Detailed price proposal associated to major tasks. Additionally, Offeror’s shall provide fixed hourly rates to support Section 5.6 Implementation Support.

F. Offeror shall disclose in writing that they do not any preference with any vendor that will respond to the system RFP that will impact their objectivity in the County’s vendor selection process.

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 March 22, 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 PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to 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 March 8, 2019 no later than 10:00 a.m. 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 Completion

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded.
9.4 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.

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

9.6 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.

9.7 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.

9.8 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.
9.9 **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.

9.10 **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.

9.11 **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.

9.12 **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.

9.13 **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.

9.14 **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.

9.15 **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.

9.16 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.

9.17 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.

9.18 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.

9.19 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.
9.26 **Cooperative Procurement**
As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.20 **W-9 Form Required**

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

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

9.23 **Certification by Contractor as to Felony Convictions**
No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor’s employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.
10.0 PROPOSAL SUBMISSION FORMS

CONSULTING SERVICES FOR ELECTRONIC HEALTHCARE RECORDS SYSTEM

THE FIRM OF: ________________________________________________________________

Address: ___________________________________________________________________

____________________________________________________________________________

FEIN __________________________________________

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 67774 as follows:

TOTAL COST       $ ________________

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): _________

4. One (1) Original and _______ (X) Copies of Proposal _________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
10.0 PROPOSAL SUBMISSION FORMS

CONSULTING SERVICES FOR ELECTRONIC HEALTHCARE RECORDS SYSTEM

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).

<table>
<thead>
<tr>
<th>ITEM:</th>
<th>INCLUDED: (X)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Addenda, if any:</td>
<td></td>
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<tr>
<td>2. Payment Terms:</td>
<td>_______net 30 or _______ Other</td>
</tr>
<tr>
<td>3. Proof of Authority to Transact Business in Virginia Form:</td>
<td></td>
</tr>
<tr>
<td>4. Minimum Qualification Documentation (Section 4.0)</td>
<td></td>
</tr>
</tbody>
</table>

Person to contact regarding this bid: ____________________________

Title: ______________________ Phone: ______________ Fax: ______________

E-mail: _____________________________

Name of person authorized to bind the Firm (9.8): __________________________

Signature: __________________________ Date: ______________

*By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.*
PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title
**HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?**

RFQ 67774

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

<table>
<thead>
<tr>
<th>Option</th>
<th>Option</th>
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<tbody>
<tr>
<td>Associated Builders &amp; contractors</td>
<td>Loudoun Times Mirror</td>
</tr>
<tr>
<td>Bid Net</td>
<td>Our Web Site</td>
</tr>
<tr>
<td>Builder’s Exchange of Virginia</td>
<td>NIGP</td>
</tr>
<tr>
<td>The Plan Room</td>
<td></td>
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<tr>
<td>Email notification from Loudoun County</td>
<td>Reed Construction Data</td>
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<tr>
<td>Dodge Reports</td>
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<td></td>
<td>Tempos Del Mundo</td>
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<tr>
<td>India This Week</td>
<td>Valley Construction News</td>
</tr>
<tr>
<td>LS Caldwell &amp; Associates</td>
<td>Virginia Business Opportunities</td>
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<td>Loudoun Co Small Business Development Center</td>
<td>VA Dept. of Minority Business Enterprises</td>
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<td>Loudoun Co Chamber of Commerce</td>
<td>RAPID</td>
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<td>Other</td>
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</table>

**SERVICE RESPONSE CARD**

RFQ 67774

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 (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

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

1. Terms

1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

2.2. To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;

2.3. Contract obligations rest solely with the participating entities only;

2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

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

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

1. Identifying Individual Records

EHR System needs the ability to correctly identify individual records. MHSADS has a requirement to avoid creating additional electronic records for individuals served which would interfere with the quality and continuity of care and compliance with relevant Federal and State regulations. MHSADS staff must ensure that anyone seeking services is correctly identified after the appropriate electronic record search locates the record. Part of the search may be on a number of data fields, including an alias field. To this end, MHSADS seeks multiple ways to identify individuals and avoid creating any duplicate files.

2. Federal Healthcare Reform and Managed Care

The MHSADS’s EHR needs to be flexible enough to meet our changing and evolving business process and service delivery system.

All of the Federal healthcare reform goals must be accounted for in the EHR System with sufficient capacity to provide the following data: increased access to service improvements in the quality of care, improvements in productivity performance and clinical outcomes, and a reduction in the total healthcare expenditure for the individual as a result of MHSADS services. The proposed EHR System must contain all necessary elements to develop and sustain a behavioral health care organization and Medicaid managed care business accountability.

The Medicare and Medicaid EHR incentive programs provide a financial reward for the meaningful use of qualified, certified EHR’s to achieve health and efficiency goals. By implementing and meaningfully using an EHR system, providers will reap benefits beyond financial incentives such as reduction in errors, availability of records and data, reminders and alerts, clinical decision support and e-prescribing/refill automation.

Service Delivery

Individuals who receive services from MHSADS participate in an assessment process that captures clinical data used to determine level of care and work collaboratively with a treatment team to develop a service plan which coincides with the requirements of the program. Demographic, financial, and other required data elements for state reporting and tracking outcomes are also captured. The service plan outlines goals and outcomes the individual would like to see; therefore, the ability to assess progress on these goals over time is important. Ongoing documentation of services is provided by staff that connects these notes to codes for billing, as appropriate, and collection of staff time spent on the activity. Capability to match staff credentials and payer source is a requirement for the EHR System MHSADS service array varies by intensity, length and
location. Individuals are seen in the community, in their homes, at MHSADS office locations; interventions are provided face-to-face, over the phone and via tele-psychiatry. Continuity of care across MHSADS sites is critical given the size of the geographical area and travel requirements. Another major area of coordination involves work with other service providers, including state, regional and county organizations, private providers, and primary care organizations. The seamless and secure exchange of information between providers and individuals in service is critical to a high standard of care. Some programming, such as residential, requires shift progress notes and documentation of medication administration. Recording medical assessments and requesting and analyzing labs are a critical component of MHSADS work.

3. Appointment and Resource Scheduling

MHSADS requires a very robust scheduling functionality as part of the EHR System. Scheduling needs to identify all resources available that can be scheduled including staff, their credentials, programs, facilities, vehicles, rooms or beds within facilities and appointment time slots. The EHR System should also have the capacity to track all of the staffs' time and assign a cost to the time spent on a particular function. MHSADS requires the ability to assign a staff person to an individual appointment based on their credentials to maximize reimbursement to MHSADS. In addition, the scheduling system must have reminders that can be set administratively or by a staff member based on their individual needs. The scheduler must be fully integrated into the EHR and work seamlessly with all components of the system to provide data on staff and billing.

4. Front Desk Reception

MHSADS is committed to providing outstanding customer service to individuals accessing behavioral and developmental services at any of our community facilities. MHSADS requires a system that allows reception to easily identify an individual, their scheduled appointment(s), payment responsibility, and demographic information using an intuitive, user-friendly interface.

5. Evaluation and Assessment

MHSADS conducts an evaluation on all individuals seeking treatment. This evaluation results in an assessment of the individual's needs and request for services and the type(s) of service(s) to be offered. A person-centered service plan is developed with the service recipient and treatment team. MHSADS is seeking a number of decision supports available in the EHR System to further assess individuals. There are a number of outstanding evaluation tools available that can improve the quality of assessments as well as provide decision support for elaboration when areas of need are identified. In addition, while the Diagnostic and Statistical Manual of Mental Disorders-5 (DSM-5) and International Statistical Classification of Diseases and Related Health Problems-10
(ICD-10) are the primary diagnostic determination tools used, there are a number of scales that can be useful.

6. Document Management

MHSADS envisions the EHR System will have a document management system that allows for easy attachment and retrieval of imaged documents from an individual’s record. MHSADS requires all uploaded attachments to be searchable and managed within the EHR System.

7. Referral Management

The EHR System must provide tracking a referral and subsequent service participation is a critical part of the referral management process. MHSADS operates as the backbone of the public behavioral and developmental health system in the County. As referrals are received, it is the responsibility of MHSADS to assess an individual’s need(s) and plan appropriate, timely services.

8. Residential Services

The EHR System must provide documentation capabilities for tracking services in support of individual treatment plans and operational policies and procedures in community based residential programs operated twenty-four (24) hours per day, seven (7) days per week. EHR System must be allow for documentation of implementation of program interventions, risks mitigation and individual progress on individualized objectives and outcomes. EHR System must support integration of residential program documentation required by licensure and MHSADS policies and procedures. The EHR System must be able to allow for program specific alerts of missing information. MHSADS residential programs administer medications and medical supports, EHR System must either allow for medication administration records or support communication with MHSADS electronic medication administration record.

9. MHSADS Contractors

MHSADS contracts with a number of non-profit community service providers as well as private providers that perform a variety of functions and tasks for individuals on a contractual basis. These individuals are often receiving services from MHSADS and from one or more community service providers. There is a basic need to have integrated documentation of simultaneous services by MHSADS and external contractors, agencies and organizations.
MHSADS requires a robust, fully integrated billing, collections and revenue cycle management system within the EHR System. A substantial part of MHSADS operations are funded by revenue received from Medicaid, insurance carriers, individual copayments, other government entities and private resources.

Critical to MHSADS successful business operations, the EHR System must incorporate the overarching business principle that the revenue cycle begins at the initial point of contact and not after services are delivered.

10. Billing and Reimbursement

The financial stability of MHSADS impacts its ability to conduct business and serve the community. It is imperative that accurate, timely billing occur with the appropriate generally accepted accounting practices in place to roll this information up for verification and transfer to the County’s Oracle accounting system.

11. Credential Database

The Council for Affordable Quality Healthcare (CAQH) Universal Provider Data source (UPD) is a web based service and an industry standard for collecting provider data used in credentialing, claims processing, quality assurance, emergency response, member services, such as directories and referrals, and more. MHSADS uses this service to verify credentials of clinical and medical staff.

12. System Reports

The EHR System shall run reports in real time without any lengthening of the response time from the production transaction database for normal transactions. In addition, MHSADS requires a robust reporting component of the EHR System which would address a range of requirements both internal and external to the agency. The EHR System shall have the ability to create various reports and make them available as a standard report to staff on an ongoing basis. In addition, MHSADS requires a user-friendly reporting system that supports staff who are not experts in reporting or data analysis to be able to set up and generate reports independently.

MHSADS has a mandatory requirement to submit a Community Consumer Submission 3 (CCS3) report that goes to the State of Virginia. This report contains critical information that is reported on a time frame of every 30 days. These standards are available for download at: http://dbhds.virginia.gov.

13. Security

MHSADS is seeking a robust security component that will permit it to assign access rights to staff on the fly and to give rights across program areas as well as locations. MHSADS is seeking flexibility in modifying security by individual in a live environment. MHSADS is moving towards an integrated service provider model and the security must support this multi-role staffing pattern. However, access to all components of the
proposed system shall be granted only to authorized users. MHSADS must have the ability to reset all user passwords and maintain passwords for the EHR.

14. Remote Access, Mobile Devices and Equipment Standards:

As MHSADS integrates its service delivery, employees have become increasingly mobile as they deliver more services in the field. MHSADS has a requirement to be able to use mobile devices (to include laptops, tablets, iPads and Smartphones) to work online anywhere they are delivering services using either a laptop or tablet PC. MHSADS would like to explore the option of working offline and then being able to later sync up data on the remote device with the database. In addition, whenever a computer network connection is established between a County computer and another computer at a location outside an official Loudoun County office, and whenever this connection transmits or is likely to transmit sensitive information, the link shall be encrypted.
This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the (Enter day) of (Enter month, year) 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 (Enter date).

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the (Select “Department of Mental Health, Substance Abuse and Developmental Services,” “Department of Fire, Rescue and Emergency Management” or “Department of Management and Financial Services, Benefits Program”) as a (Enter “health care component” or “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 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 (Enter functions Business Associate will provide) 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 (Enter date of BA Agreement) 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 retains 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:

<table>
<thead>
<tr>
<th>Business Associate:</th>
<th>County:</th>
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<tbody>
<tr>
<td>Entity Name</td>
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<td>Contact name</td>
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Agreed: ______________________________    Date: _____________

[Insert Signature Authority Name]

Title: _________________________________

[Insert Title]

Agreed: ______________________________    Date: _____________

[Insert Signature Authority Name]

Title: _________________________________

[Insert Title]

**Original retained at the Procurement Office**

Copy to (Select “Department of Mental Health, Substance Abuse and Developmental Services” or “Department of Management and Financial Services, Human Resources, Benefits Program”)