

PUR-1122
REQUEST FOR PROPOSALS
QUALIFICATIONS & EXPERIENCE/TECHNICAL AND
PRICE PROPOSALS FOR GROUP HEALTH INSURANCE –
MEDICAL, Rx, CARE MANAGEMENT, DENTAL, VISION, AND STOP LOSS

The Board of County Commissioners of Washington County, Maryland is requesting Proposals for its Group Health Insurance Coverage - Medical, Rx, Care Management, Dental, Vision, and Stop Loss with an effective date July 1, 2010.

Upon receipt by the Purchasing Department of an executed *Limited Data Set Data Use Agreement* (the “*Agreement*”) by a prospective firm’s appropriate representative, access information to the bid document shall be provided. Proposers shall obtain the “*Agreement*” from the Washington County website: www.washco-md.net by accessing the “Purchasing & Engineering Bid Listing” for this request or from the Washington County Purchasing Department, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland 21740-4748, telephone 240-313-2330, fax 240-313-2331. The executed *Agreement* must be returned to the Washington County Purchasing Department to obtain bid document access information. The bid document contains the format for submittals, information regarding the scope of work, and selection criteria used by the Committee. Inquiries should be directed to Karen R. Luther, CPPO – Purchasing Agent, at the aforementioned address. The Washington County Coordinating Committee will evaluate responses to this request and select the firm judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all prospective firm(s) to discuss proposals.

A Pre-Proposal Conference will be held on **Thursday, February 4, 2010 at 1:30 P.M. (local time)** at the Washington County Administration Building, Conference Room No. 255, Second Floor, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

Seven (7) hard copies **and** one (1) CD of the Qualification & Experience/Technical Proposal enclosed in a *separately* sealed opaque envelope marked “**Q & E/Technical Proposal – Group Health Insurance**”, and seven (7) hard copies **and** one (1) CD of the Price Proposal enclosed in a *separately* sealed opaque envelope marked “**Price Proposal – Group Health Insurance**” must be submitted to the Office of Karen R. Luther, CPPO - Purchasing Agent, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland 21740-4748, no later than **4:00 p.m. (local time), Thursday, February 25, 2010**. The Washington County Coordinating Committee will evaluate the submittals. Failure to provide the information required above for the Committee’s review may result in disqualification of that firm.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services, and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County, Maryland.

BY AUTHORITY OF:

A handwritten signature in black ink that reads "Karen R. Luther". The signature is written in a cursive style with a large, decorative initial 'K'.

Karen R. Luther, CPPO
Purchasing Agent

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

LIMITED DATA SET DATA USE AGREEMENT

This Limited Data Set Data Use Agreement (the “Agreement”) is entered into this ____ day of _____, 2010, by and between the Board of County Commissioners of Washington County, Maryland (hereinafter the “Covered Entity”), and the undersigned limited data set recipient (hereinafter referred to as the “Recipient”).

WHEREAS, the Recipient is seeking to be retained by the Covered Entity to provide certain health care operations on behalf of the Covered Entity.

WHEREAS, in connection with the Recipient’s preparation of a proposal for the provision of services, the Covered Entity may disclose to the Recipient, confidential and important Protected Health Information (PHI, as defined below) in the form of a Limited Data Set.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by the Covered Entity to the Recipient of certain PHI and the Limited Data Set for use by the Recipient solely for the purpose of preparing a bid to provide certain health care operations to Recipient and for no other purposes.

1. Definitions. For purposes of this Agreement,
 - (a) Recipient. “Recipient” shall mean the undersigned recipient of the PHI and the Limited Data Set that are the subject of this Agreement.
 - (b) Covered Entity. “Covered Entity” shall mean Washington County Commissioners.
 - (c) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR 164.501.
 - (d) Limited Data Set. “Limited Data Set” shall have the same meaning as the term “limited data set” in 45 CFR 164.514(e).
 - (e) Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (f) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - (g) Protected Health Information (PHI). “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Recipient from or on behalf of Covered Entity and shall include the Limited Data Set.

- (h) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (i) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Confidentiality. At all times, both during and after the termination of its relationship with the Covered Entity for any reason, the Recipient and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in paragraphs 3 and 4 of this Agreement, and will hold and maintain the PHI in strictest confidence. The Recipient will ensure that all proper safeguards are in place to prevent the use or disclosure of the PHI. Recipient will promptly report to Covered Entity any use or disclosure of PHI not provided for in this Agreement of which it becomes aware.

Recipient and its Representatives may use PHI received from the Covered Entity solely to perform its duties pursuant to the preparation of a proposal for the provision of services to the Covered Entity. Recipient and its Representatives will not use or disclose PHI in any manner that violates the Health Insurance Portability and Accountability Act (HIPAA) as amended February 17, 2009 and as amended from time to time thereafter. Recipient and its Representatives will comply at all times with the then current HIPAA and the HIPAA Regulations including, but not limited to, breach notification requirements, disclosure accounting requirements, marketing limitations, and concerned individual access requirements.

3. Permitted Disclosures. The Recipient may disclose the Covered Entity's PHI to the Recipient's Representatives with a *bona fide* need to know such PHI, but only if such Representatives are advised of the confidential nature of such PHI and the terms of this Agreement and are bound by an agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such PHI. In no event will PHI be disclosed to any other person, including but not limited to any investor in, or beneficiary of the Recipient, without the prior written consent of the Covered Entity. The Recipient will provide information to the Covered Entity concerning disclosures made by the Recipient pursuant to this Section 3 and Section 4.

Except as otherwise limited in this Agreement, Recipient may use or disclose PHI, including the limited data set, only to for, or on behalf of, Covered Entity in accordance with the above-referenced agreement between the parties, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, or the minimum necessary policies and procedures of the Covered Entity. Recipient shall not use or disclose PHI for any other purpose.

Recipient agrees not to undertake any action which may cause the PHI, including the limited data set, to identify any individual, nor shall Recipient knowingly contact any individual whose PHI is included in the limited data set.

4. Required Disclosures and Use. The Recipient may disclose the Covered Entity's PHI if and to the extent that such disclosure is required by law or court order, provided that, to the extent reasonably possible, the Recipient provides the Covered Entity a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure. Further, the Recipient

agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Recipient on behalf of the Covered Entity available to the Covered Entity, or to the Secretary, as requested by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

5. Required Notice to the Recipient. In accordance with 45 C.F.R. §164.520, and to the extent that such a limitation may affect the Recipient's use or disclosure of PHI, the Covered Entity will notify the Recipient of any limitation(s) in its notice of privacy practices of the Covered Entity.

6. Records. Upon conclusion or termination of the bid process by or with respect to Recipient or upon termination of his/her/its relationship with the Covered Entity, whichever event shall first occur, the Recipient will destroy any property of the Covered Entity which may be in the Recipient's possession including all PHI, the limited data set, Confidential Information, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same, including without limitation any of the foregoing recorded on any computer or any machine readable medium. Recipient will provide to the Covered Entity a written certification indicating that the Recipient has destroyed all such property and the date and place of destruction. In the alternative, the Recipient may return, in person and not by courier, such property to the Human Resources Department of the Covered Entity at 100 West Washington Street, Room 251, Hagerstown, Maryland 21740-4735.

7. Indemnification. Each party ("Indemnitor") will indemnify and hold harmless the other party ("Indemnatee") and Indemnatee's officers, employees, affiliates and agents from and against all expense, loss, penalties, liability, damages, settlement, attorney's fees, costs of litigation, fees and awards or other obligations resulting from or arising out of claims, fines, demands or cause of action of any kind or character, including those made by and to individuals, their dependents or any other party, which may be asserted against or imposed upon Indemnatee in connection with Indemnitor's improper, illegal or unauthorized receipt, use or disclosure of PHI.

8. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of first date written above, and shall terminate when all of the PHI provided by Covered Entity to Recipient, or created or received by Recipient on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Recipient, Covered Entity shall either:
 - 1. Provide an opportunity for Recipient to cure the breach or end the violation and terminate this Agreement, if Recipient does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2. Immediately terminate this Agreement if Recipient has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Recipient shall destroy all PHI, including the limited data set, received from Covered Entity, or created or received by Recipient on behalf of Covered Entity, within sixty (60) calendar days of termination of the Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Recipient. Recipient shall retain no copies of the PHI.
2. In the event that Recipient determines that destroying the PHI is infeasible, Recipient shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such destruction of PHI is infeasible, Recipient shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such PHI.

9. Survival. This agreement will continue in full force and effect even after the termination of the Recipient and the Covered Entity for any reason.

10. Successors and Assigns. This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Recipient hereunder are not assignable.

11. Notices. All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand; (ii) made facsimile transmission; (iii) sent by overnight courier; or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity: Board of County Commissioners of
Washington County, Maryland
100 West Washington Street, Room 251
Hagerstown, MD 21740-4735
Facsimile: 240-313-2351

If to the Recipient: _____

12. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

13. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto and any such amendment will comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

14. Severability. The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Recipient agrees that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.

15. Interpretation. The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party and (ii) the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

16. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

17. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent

with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland.

19. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reimbursement for reasonable attorneys' fees and costs.

20. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

COVERED ENTITY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY, MARYLAND

Vicki C. Lumm, Clerk

BY: _____
John F. Barr, President

RECIPIENT:

UPON FINAL EXECUTION OF THE AGREEMENT AND UPON RECEIPT OF THE FOLLOWING INFORMATION, THE COVERED ENTITY WILL PROVIDE DIRECTIONS FOR ACCESSING/ DOWNLOADING THE BID DOCUMENT FROM A FTP SITE:

COMPANY NAME:		
CONTACT NAME:		
CONTACT TITLE:		
PHYSICAL ADDRESS:		
Street		
City, State, Zip		
MAILING ADDRESS:		
Street		
P.O. Box		
City, State, Zip		
TELEPHONE:		
FAX:		
E-MAIL:		
Were you referred to the County Web site through a newspaper advertisement of this procurement?	Yes	No

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