



COORDINATING COMMITTEE

PUR-1422
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS
AND PRICE PROPOSALS FOR A
WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications & Experience/Technical Proposals and Price Proposals from qualified Workers' Compensation Third Party Administrators for the adjusting and administration of Washington County Workers' Compensation claims on behalf of the Washington County Self-Insurance Program.

The Washington County Coordinating Committee will be evaluating submissions to this request and select those firms deemed most qualified. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience/Technical Proposals as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available either from the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the "**Division & Departments/Purchasing Department/Open Bid Invitations**". Inquiries should be directed to Rick F. Curry, CPPO, Director of Purchasing, at the above address.

A Pre-Proposal Conference will be held on **Friday, April 5, 2019 at 10:00 A.M.**, at the Washington County Administration Complex, 100 West Washington Street, Second Floor Conference Room 2001, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but attendance is strongly encouraged.

One (1) original and five (5) copies of submittals of Qualifications & Experience/Technical Proposals enclosed in a sealed opaque envelope marked "**Q&E/Technical Proposal – Workers' Compensation TPA**", and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Workers' Compensation TPA**" are due into the Office of Rick F. Curry, CPPO, - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M., Tuesday, April 30, 2019**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm.

NOTE: All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administrative Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County.

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 based on race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact Voice 240-313-2330, TTY Dial 7-1-1 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

PUR-1422
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS
AND PRICE PROPOSALS FOR A
WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR

March 26, 2019

I. INTRODUCTION:

The Board of County Commissioners of Washington County, Maryland intends to enter into an Agreement (Attachment A) with a Workers' Compensation Third Party Administrator for the adjusting and administration of Washington County Workers' Compensation claims on behalf of the Washington County Self-Insurance Program. To this end, we are extending a request for submittals regarding Qualifications & Experience/Technical Proposals and Price Proposals for the necessary services.

II. BACKGROUND:

- A. Washington County has been self-insured since September 1985. Excess insurance is presently carried with Safety National Corporation for all claims incurring a loss over \$600,000.
- B. The County's claim management philosophy is to promptly and thoroughly investigate all claims, pay promptly what is owed and aggressively defend claims that are not owed. The County takes a direct interest in all claims management activities and will work in a cooperative partnership with its TPA to mitigate its losses fairly while providing the best medical care possible to enable its injured employees to return to work as quickly as medically possible.
- C. The County has a strong relationship with an occupational health clinic, Health@Work in Hagerstown, Maryland and an aggressive return to work program. Special provisions of the Workers' Compensation Act govern benefits for public safety employees and offsets for certain governmental disability benefits.
- D. Washington County has the following subdivisions: The Board of County Commissioners (includes all administrative support departments and Fitness & Recreation); Black Rock Golf Course; Sheriff's Department; Highway Department; Parks & Facilities; Hagerstown Regional Airport; Solid Waste Department; Public Transportation Department; and the Department of Water Quality. The County will not be responsible for any error or omission in volume of claims presented and makes no guarantees as to future volume of claims to be submitted to the successful Contractor. The County is responsible for the adequate dollar retention for Workers' Compensation losses. See Attachment B for Claims History.

III. SCOPE OF WORK:

- A. Claim Administration:

Contractor shall be required to:

1. With the input and agreement of the County, develop a Claims Handling Protocol document within thirty (30) calendar days of award of this Contract. This document shall contain, but is not limited to, deadlines, process descriptions, guidelines and instructions regarding use of the Contractor's online claims management and reporting system, contact information, expectations, goals, and benchmarks.
2. Review all claims or loss reports from the County and process each claim or loss report with respect to minimizing the County's losses, in accordance with applicable statutory and administrative regulations and in consultation with the County;
3. Have an online claim reporting system that the County will use to input claim data, which online reporting system will have the capacity to prepare Employer's First Report of Injury and forward to Contractor; Contractor will file the First Report with the Maryland Worker's Compensation Commission.
4. Assign all claims to a single claim adjuster, specifically assigned to the County's contract the same day they are reported to Contractor. Contact with claimants shall occur within twenty-four (24) hours, subject to normal business hours and reasonable extenuating circumstances. The County's claims adjuster shall complete follow-up contact with workers' compensation indemnity (lost time) claimants at least every fourteen (14) calendar days while the claimant is out of work or working at modified duty.
5. Take recorded statements from claimants and/or witnesses for any matter involving questionable claims, occupational disease, serious injury to the back, neck, or knee, or any other claim as deemed necessary by the Safety Compliance Coordinator. Transcriptions of such statements will be at no additional cost to the County.
6. Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified" claim or loss) to the extent deemed necessary to substantiate the validity of the claim and to facilitate returning the employee to work at the earliest possible date, utilizing the County's aggressive return to work program;
7. Arrange for independent investigators or medical or other experts to the extent deemed necessary by Contractor and agreed to by the County in connection with processing any qualified claim or loss and in certain situations as requested by the County. No lost time case will exceed thirty (30) calendar days without the above considerations;
8. The Contractor shall be prepared to provide additional resources, including but not limited to the items enumerated as follows:
 - a. Preparation of ad hoc or newly required statistical reports as required by the State of Maryland;
 - b. Preparation of the federal OSHA 300 Report;
 - c. Adjustment of remaining open "run-off" claims from incumbent Contractor;

- d. Completion of State of Maryland self-insurer applications for the Workers' Compensation Commission.
9. The Contractor shall investigate subrogation for all appropriate claims; preserve and support any loss recovery rights of the County and initiate and pursue subrogation proceedings to recover from third parties any amounts paid by or suffered by the County for which third parties may be legally liable. This will include placing third parties on notice directly, following up with the third party over the course of the claim, collecting the workers' compensation lien from the third party, and cooperating with legal counsel in any legal action necessary to affect such recovery.
 10. Pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses, but only if, in the judgment of the provider, such payment would be prudent for the County, or County specifically approves or directs such action. Any such payments should comply with current, applicable statutes, rules and regulations of the Maryland Workers Compensation Commission and applicable Maryland statutes. Penalties imposed for non-payment of claims as a result of the Contractor's negligence shall be paid by the Contractor. All cases of compromise for lump sum payments must be approved in writing by the County Director of Health & Human Services and/or the County Safety Compliance Coordinator. Unless dictated differently by the County's Chief Financial Officer the Contractor shall hold all funds paid by the County in an interest-bearing checking account designated for the purpose of payment claims on behalf of others that does not contain unrestricted funds of the Contractor and identify and account separately for the County's funds. After the end of each calendar month, the Contractor shall reconcile the checking account and submit to the County a detailed statement of all payments made during the preceding month along with an invoice. The Contractor will submit to the County a copy of the bank statements on a monthly basis and advise the County's Safety Compliance Administrator if the Contractor anticipates a potential shortage of funds in the account during the month, as a result of unanticipated benefit payments or other factors. The Contractor shall maintain the integrity of the account and reimburse the account for any loss sustained as a result of any action by the Contractor or its employees.
 11. The County shall provide a sum of money in an amount determined by the County, intended to cover the amount of two (2) months payments owed by the County, hereinafter referred to as the "Advance" and replenish the Advance on a monthly basis, within fourteen (14) calendar days of approval by the County's Safety Compliance Administrator, in an amount equal to the verified payments made on the County's behalf in the preceding calendar month.
 12. Reimbursable Expenses: In addition to the non-adjustable claims service fee, the County will be responsible for allocated expenses, with prior approval of the County, as follows:
 - a. Attorney's fees, disbursements and expenses;
 - b. Cost of photocopies of records from public authorities, hospitals, doctors, etc.;

- c. Fees and expenses for experts including medical or physical inspection and analysis, engineering, etc.
- d. Professional photography;
- e. Court costs;
- f. Costs of sub-rosa investigations and surveillance work;
- g. Vocational rehabilitation and medical management services;
- h. Index Bureau Fees, unless included in the proposed price;

Such other extraordinary expenses required for the investigation or management of a claim file, as long as the expenses are pre-approved by the County. Incidental expenses such as photocopying and telephone usage required during the normal course of business shall not be considered allocated expenses.

- 13. Settlement and Accounting: Upon contract termination, final accounting will be made of the administrative and claims service fees and the reimbursable expenses, if any, owing to the Contractor. Any balance shall be paid or returned promptly.
- 14. Claims handled to Conclusion or Conclusion of Service: All claim(s) occurring during the contract term will be handled and adjusted by the Contractor to conclusion of the claim(s), including periods of reopening, or until such time as service by the Contractor to the County is terminated, whichever occurs first. After final contract termination, the County retains an option to specify in writing to the Contractor claim file(s) that the County wishes to revert to the County's control. If any runoff claims are left with the Contractor, a price will be negotiated for continued handling. Your price proposal shall include a price [Fee for Post-Contract Claims Handling – flat fee per claim] on the Proposal Form for such continued handling if the County elects to retain the Contractor's services after final contract termination.
- 15. Limitations: This contract is limited to services relating to the administration and management of claims under the County's Self-Insurance Program.
- 16. Miscellaneous: Any and all premium taxes, state assessments, excess insurance premiums, and other costs not directly related to the services to be provided under this contract shall be the sole responsibility of the County.
- 17. Independent Contractor: The Contractor and each of its agents shall perform the work required as an independent Contractor and not as a subcontractor, agent or employee of County.
- 18. Governing Law: In performing the services for Workers' Compensation/ Employers' Liability to be rendered hereunder, the Contractor has the authority to

act as claims management representative of the County hereunder in the State of Maryland. In performing such services, the Contractor will observe all applicable laws and regulations of the jurisdiction in which such services are performed.

19. Partial Invalidity: If any provision of this contract is held by a competent court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
20. Included Services at the County's Option: During the contract period the County may require on an occasional basis the services identified below:
 - a. Attendance at County training functions (1 to 2 times annually);
 - b. Attendance at departmental safety meetings (1 to 2 times annually);
 - c. Preparation of injury analysis reports and customized management reports as requested by the County;
 - d. "Roll over" of the existing database from the incumbent Contractor into the data system of the Contractor (at inception of contract);
 - e. Actuarial and other statistical services (annually);
21. Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses.
22. Should the County obtain Excess Insurance Coverage, notify excess carriers of all qualified claims or losses with respect to which potential losses may exceed the County's retention, and if requested, provide such insurers with necessary information on the current status of those claims or losses according to the policies and procedures of the Excess Insurance Carrier. Contractor shall be prepared to work with the Excess Insurance Carrier in any program improvement efforts, as well as any claims management strategies requested by the Excess Insurance Carrier for those claims over which it may have jurisdiction;
23. Assist in connection with the County's selection of counsel to defend qualified claims or losses, if requested by the County; Contractor shall be prepared to work closely with the County-selected defense counsel;
24. The County's adjuster and/or supervisor may be required to attend workers' compensation hearings, settlement conferences and civil trials as necessary to provide testimony or evidence to support defense of claims.
25. The Contractor shall confer with the County on all settlements, stipulations and cases of questioned or unclear compensability or liability and follow the County's direction for the disposition of such matters. The County retains all claims settlement/stipulation authority and makes all final decisions regarding liability and compensability.

26. The Contractor shall retain the services of necessary independent experts, including any medical or vocational management experts, when the handling of an individual claim requires it; however, the County shall pre-approve the selection of such experts.
27. The Contractor shall assure that medical bills are adjusted for compliance with the Maryland Fee Schedule and promptly paid. If an audit company is utilized for this service, the County reserves the right to pre-approve such audit company. The review and billing process, as well as proposed costs, shall be outlined in your price proposal, expressed as a per line cost with the County benefitting from a percentage of the savings.
28. Actively pursue any possible recoveries including, but not limited to second injury fund and reopened case fund application;
29. Meet regularly with the County's Safety Compliance Coordinator and any other County personnel the County deems appropriate to review open claims, to assist in preparing the defense of litigation cases, to negotiate settlements and pursue subrogation or contribution actions. These regular meetings may occur at 30-day intervals and may be teleconference meetings. However, at a minimum, a quarterly meeting between the Contractor's representative(s) and County personnel shall occur on-site at Washington County offices located at 100 West Washington Street, Hagerstown, Maryland. At the discretion of the County, the meetings may include the County's workers' compensation legal counsel;
30. Monitor the treatment program recommended for physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate in the judgment of Contractor;
31. As the County directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee who desires to do so could return to work in the shortest period of time and provide assistance in placing employees in a modified duty program;
32. Assist the County in arranging for rehabilitation or retraining of employees in appropriate cases, and in addition, provider will advise client of cases in which rehabilitation is an alternative;
33. With the input and permission of the County, maintain a current estimate of the expected total cost of each qualified claim or loss;
34. Provide narrative or analytical reports to the County of major or controverted cases;
35. Provide claim forms and other forms considered by the County and provider to be

B. Claims Personnel

1. The County shall have the right to approve any claims personnel assigned to its claims by Contractor. This right to approval may extend to interviews, reviews of resumes or employment background or any other method of review the County deems appropriate.
2. The County shall also have the right to request removal or reassignment of any claims personnel if it determines that such personnel is exhibiting substandard performance.
3. Contractor shall endeavor to provide stable, consistent claims personnel assignments over the period of the contract. In the interests of cost-effective service, the County acknowledges that there may be a separate adjuster for medical-only claims and lost time or complex claims, but these adjuster assignments shall be permanent. Contractor shall also provide points of contact knowledgeable about the County's claims in the absence of any claim personnel.

C. Medical/Rehabilitation Control:

Provider shall assist the County, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care, including medical claims management and vocational rehabilitation, to initially treat employees and a panel of medical specialists to provide long-term or specialty care;

D. Counseling/Consulting Services:

1. Provider shall provide information to ill or injured employees regarding the benefits available under the Self-Insurance Program and counsel such employees who wish to obtain the assistance of third parties in dealing with problems arising out of work-related illnesses or injuries;
2. If the County requests, consult the employee groups in regard to specific aspects of the Self-Insurance Program;
3. Assist the County in developing policies and procedures to ensure that an employee's return to work or reassignment is consistent with any findings of the State Workers' Compensation Commission.

E. Program Development:

1. Provider shall consult with key personnel of the County on the establishment and coordination of necessary procedures and practices to meet any applicable State requirements and the needs of the County.
2. Participate in the training and orientation of the County's personnel who are directly or indirectly involved in the processing of qualified claims or losses when requested by the County;
3. Provide information on changes or proposed changes in legislation, rules or regulations affecting the responsibility of the County;

4. Review the development of the Self-Insurance program periodically with representatives of the County in order to identify problems and recommend corrective action.

F. Application/Report Filings:

1. Contractor shall furnish appropriate renewal application forms, and if the County desires, shall file all renewal applications and periodic reports required by the State Administrative Agencies to maintain the Self-Insurance Program.
2. Contractor must act as a Responsible Reporting Entity for the County's obligations under any Federal Medicare mandatory insurer reporting requirements and fully comply with any provisions under the Medicare, Medicaid and SCHIP Extension Act of 2007 and any other federal or state regulations that may apply at the time of award of this Contract or during the duration of this Contract.
3. Any fines, penalties or any other costs associated with errors in reporting requirements under these or any federal or state regulations and assessed to the County shall be paid by the Contractor and not the County.

G. Claims Management Information System:

1. Maintain a file, computer-based as well as hard copy, for each qualified claim or loss, which shall be available for review by the County at any reasonable time and provide the County with computer-based access to adjuster notes, transaction histories and any other electronic-based information the County may request and in an electronic format acceptable to the County. If Contractor has a completely paperless environment, the computer-based file shall have the ability to be downloaded and printed in its entirety by the County. In addition, the Contractor must undertake appropriate security and backup safeguards to avoid catastrophic loss;
2. Provide access by the County to Contractor's claims data in sufficient format to allow detailed claims and risk analysis.
3. The system should allow for easy access to reports, graphs, or listings by the County while also allowing for direct access to the data underlying such reports, to include but not necessarily be limited to:
 - a. For each qualified claim or loss from the current contract period and from prior contract periods, the date of injury, the date the injury was reported, the type and causation of injury (utilizing the current NCCI or DLLR codes), the appropriate job code as defined by NCCI, condensed description of the incident, whether or not lost time or medical treatment (per OSHA definition) is associated with a claim, the current number of days off and/or modified duty days (per OSHA definition), the total of payments during the month and to date, and the estimated future cost and the total expected cost of the claim or loss, and
 - b. For all qualified claims or losses from the current contract period and each

of several successive prior contract periods, the total number of such claims or losses and summary data listing payments made during the month and to date and the estimated future cost and total expected cost of such claims or losses.

4. The County may from time to time request custom reports be generated by the Contractor's computer system at no additional cost to the County.

IV. TERM OF CONTRACT:

- A. The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing July 1, 2019 with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter. The County reserves the right to terminate the contract at its discretion at any time upon sixty (60) calendar days' written notice to the Contractor. As determined by the County, it will pay the Contractor's reasonable costs incurred prior to the termination. In the event of termination, the Contractor may be required to provide the necessary best effort to transfer records and historical data to a superseding claims administrator or to Washington County.
- B. If the Contractor fails to comply with the specifications or if the County determines there is substandard performance by the Contractor, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the County reserves the right to cancel the contract.

V. COMPENSATION TO THE CONTRACTOR:

The Contractor shall be compensated annually for its services on a contract lump sum fee basis, paid in arrears in twelve (12) equal monthly installments. Services shall be proposed in the format shown on the Proposal Form (Attachment C). The lump sum fees shall include all costs related to the performance of all contracted services and may include, but is not limited to supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.

VI. EXTRA WORK:

- A. The Contractor shall include an hourly rate quotation for each classification of employee to be used for services outside the scope of work described herein. This hourly rate shall include all costs such as actual payroll, subsistence, travel, profit and incidentals. In the event that extra work becomes necessary on additional work, the County's Safety Compliance Administrator shall furnish to the Contractor a detailed description of all work to be performed and shall request that the Contractor establish a "lump sum" figure for the work.
- B. Upon the determination of a mutually agreed upon "lump sum" cost, the Contractor shall proceed with the work and shall invoice the County as stated below on a monthly basis for all work satisfactorily completed during that period. Payment will be made within thirty (30) calendar days of receipt of an invoice as approved by the County's Safety Compliance Administrator.

- C. The Contractor shall invoice the County monthly as work progresses for all services satisfactorily completed during that period. All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice. Payment of the invoice shall be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by the County. In no event are services to be billed as part of allocated claim expenses.
- D. If a "lump sum" amount for the extra work cannot be agreed upon, the County's Safety Compliance Administrator shall have the right to have the work performed by others or shall have the right to require the Contractor to perform the work on a Force Account basis.

VII. INSURANCE REQUIREMENTS:

- A. The successful Consultant must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in Washington County's Policy of *Insurance Requirements for Independent Contractors* (Attachment D).
- B. Professional Liability - The service provider must also show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

VIII. GENERAL REQUIREMENTS:

- A. The Contractor shall be properly licensed to do business in the State of Maryland, be primarily engaged in the business of providing comprehensive third party claims administration services for self-insured clients for a period of no less than ten (10) years, be an accepted third party administrator recognized by the Workers' Compensation Commission of Maryland and have a claim service office located in Maryland.
- B. No claim files (open or closed), or historical data shall be destroyed or transferred from the Contractor's claims service office without prior notification and approval by the County.
- C. The County reserves the right to take custody of the claim files and/or make copies of any information deemed appropriate.
- D. The County reserves the right to monitor and audit claim files. All claim files shall be maintained in a professional and secure manner, in good order and shall be made available for inspection at any time by the County or its designated representatives. Each file will contain all the information concerning the particular claim including, but not limited to, adjuster notations, reserves, all monetary transactions, supervisors' notes, settlement authority and settlement efforts, preparation for litigation, subrogation, cross references to other files, contact documentation with claimants, witnesses, the County, doctors and other investigative efforts and documents.

- E. All files shall be maintained on a diary system that provides for monthly review by adjuster and supervisor.
- F. The Contractor must be financially capable to fund losses within any errors and omissions deductible carried by the firm.
- G. The Contractor's services and contracts shall be in full compliance with all applicable federal, state and local regulations or standards, regardless of whether or not they are referred to herein.
- H. The Contractor shall maintain a comprehensive database, entering data on a prompt and timely basis subject to the mutually satisfactory data entry procedures the Contractor and the County will develop. This database in its entirety is at all times the property of the County. Upon termination of the contract, the Contractor shall transfer the basic data to a new vendor or to the County directly and at no charge to the County.

IX. USE OF EXISTING DOCUMENTS:

The County will cooperate to the fullest extent in making available information that currently exists in relation to these services. The County makes no warranty as to the accuracy of the existing information nor will the County accept any responsibility for errors and omissions that may arise as a result of the Contractor having relied upon them.

X. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held at **10:00 A.M., Friday, April 5, 2019** in the Washington County Administration Building, 100 West Washington Street, Second Floor Conference Room 2001, Hagerstown, Maryland. Attendance at this conference is not mandatory but it is strongly encouraged.

XI. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Contractor if the successful Contractor does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County the services set forth above.
- D. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- E. The Contractor shall not assign any interest in the contract and shall not transfer any interest

in the same without prior written consent of the County.

- F. No reports, information or data given to or prepared by the Contractor under the contract shall be made available by the Contractor to any individual or organization without the prior written approval of the County.
- G. Contractors shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- H. The selected Contractor will be required to enter into a contract Agreement (Attachment A) with the County.
- I. The County reserves the right to not hold discussions after award of the contract.
- J. By submitting a proposal, the Contractor agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- K. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- L. The Contractor shall abide by and comply with the true intent of the RFP and its Scope of Work and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. Political Contribution Disclosure: In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- N. Any waiver or any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate

to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.

- O. The Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.
- P. GOVERNING LAW: Any contract will be made and entered into in Maryland and will be construed under the laws of Maryland. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- Q. COMPLIANCE WITH LAWS: If awarded a contract, the Contractor hereby represents and warrants:
1. That it is qualified to do business in the State of Maryland. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing and shall remain so throughout the term of this Contract. Proof of such standing is required prior to the start of the contracting process.
 2. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- R. In addition to any other remedy available to the County, breach of any of the services contracted herein shall, at the election of the County, be grounds for termination. Failure

of the County to terminate the contract shall not be considered or construed as neither a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

S. HOLD HARMLESS/INDEMNIFICATION:

1. If a contract is awarded, the successful Contractor will be required to indemnify and hold the County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded.
2. Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

T. TERMINATION:

1. Termination for Convenience: The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid any amount that exceeds the price proposed for the work performed. The Contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in re-procuring and completing the work.

U. AVAILABILITY OF FUNDS: The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

V. INTERPRETATION: The contract resulting from this proposal shall be construed under the laws of the State of Maryland.

W. INTEGRATION: These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

- X. **NON-ASSIGNMENT OF CONTRACT:** The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Director.
- Y. The County assumes no authority, liability or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.
- Z. A HIPPA compliance agreement is attached. All contractors performing work under the scope of this request for submittal shall be required to also execute a Washington County Business Associate Agreement (Attachment E).
- AA. The County may make such investigations it deems necessary to determine the ability of the consultant to perform the work proposed. The consultant shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be required. The County reserves the right to reject any proposal if the evidence submitted or investigation of the consultant fails to satisfy the County that the consultant is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

XII. AWARD:

The County shall award a contract to the lowest responsive, qualified, responsible Contractor for the services herein described based on the **total** of the lump sum contract prices for Fiscal Years 2019, 2020, 2021, 2022 and 2023.

XIII. PROPOSAL AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened if the Contractor's return address is shown on the envelope.
- B. It is expected that the contract award will be made within ninety (90) calendar days after the receipt of Qualifications & Experience/Technical Proposals, and Price Proposals from Contractors. The contract will be awarded to the Contractor whose proposal, conforming to this request, will be the most advantageous to the County.
- C. Proposals must give the full name and address of Contractor, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price Proposals that accompany Qualifications & Experience/Technical Proposals that are determined by the Coordinating Committee to be non-responsive will be returned unopened to the Contractor

- F. The approval or disapproval of Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor as to this Committee's prior knowledge of his abilities.
- G. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide the County the services set forth above.

XIV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

It is the Contractor's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any contractor find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: **Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, FAX: 240-313-2331** or send questions in Microsoft Word Platform via-email to: **purchasingquestions@washco-md.net**.

All necessary interpretations will be issued to all contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M., Monday, April 15, 2019 may not be considered.** Every interpretation made by the County will be made in the form of an addendum that, if issued, shall either be sent by the Director of Purchasing to all interested parties.

XV. SUBMITTAL INSTRUCTIONS:

As a result of time constraints, the County will require interested firms to provide Qualifications & Experience/Technical Proposals concurrently with Price Proposals, each to be presented in separately sealed opaque envelopes.

As a minimum, your Q&E/Technical Proposals submittal shall include the following: (DO NOT INCLUDE ANY PRICE FIGURES IN THE Q&E/TECHNICAL PROPOSAL):

- A. Letter of Transmittal

Responses shall contain a letter of transmittal that must be typed on the Consultant's letterhead and include the following:

1. The identification of the consultant submitting the proposal
2. The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to contractually obligate the consultant with this proposal and in future negotiations

3. The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications
 4. An indication of acceptance of the general requirements and contract terms as described within this request for proposal
 5. An acknowledgement of receipt of all Addenda to this request
 6. The letter must be signed by a person authorized to obligate the consultant in a contract offer
- B. Names and resumes of the specific staff that will be assigned on a day-to-day basis. Clearly identify their responsibilities, qualifications and experience of each individual who will provide the proposed services (with the exception of upper management and clerical/support personnel). Also provide current claims file workload for the adjuster and supervisor(s) assigned to the County's claims.
- C. An organizational chart containing all assigned staff.
- D. Submit evidence of the past performance of the firm, including timely completion of projects, compliance with scope of work, performance within budgetary limits and user satisfaction.
- E. Summary of selected relevant services provided in the past ten (10) years, including clients. A minimum of five (5) references must be furnished and must include identification of at least two (2) former clients. Include the company name, telephone number, contact person title, date(s) that the work was performed and description of contract. Washington County reserves the right to contact any or all references.
- F. Responses to the Questionnaire (Attachment F).
- G. A description of your corporate experience and background in providing this service requirement. If a subsidiary or subcontractor is to be responsible for all or part of the execution of this contract, Contractors shall also provide sufficient information for the subsidiary or subcontractor.
- H. A description of your organization's claims management philosophy including, but not limited to, adjuster workload, claims investigation best practices, handling of subrogation, reserving practices, approach to disability management in workers' compensation claims and supervision of adjusters' work along with a description of how they will deliver these services.
- I. Risk Management Information System: Contractor shall fully describe all services available with respect to data management, including options of providing claims data to the County (i.e. paper loss runs, web-based client interaction, etc.).
- J. Data Interface: Contractor will use their own information system while providing the County with reliable, secure and convenient online access to their system. Contractor shall

fully explain options available for online interactive use of the data system including electronic adjuster note screens, client ability to change claim reserves, add or change loss coding and add payment information.

- K. Data Analysis: The County must be able to extract data from the Contractor's system for analysis purposes. Contractor shall provide generic format to be used for export purposes so that the County will be able to import data into any reasonable analysis software such as Access, Excel, etc. Contractor shall provide a sample of the Loss Run, a description of the features that can be captured, and samples of special reports that will be used to capture claims and statistical data throughout the contract term. Contractor shall fully describe all user functions available, including client ability to create custom or ad hoc reports.
- L. County's System Environment: The County's Risk and Safety group operates in a Windows PC based operating system with three users. Each PC is an Intel Pentium processor on a network with Internet access through a County firewall. Upgrades to the PC platform or operating system version may occur during the contract term.
- M. Data conversion: Describe the data conversion or data mapping import approach that will be required. If data cannot be saved or exchanged in ASCII delimited format, explain any deviations from this standard. Contractor shall indicate whether it will be willing to provide the Source Code for the software system to be used by the County, or alternatively, whether Contractor is willing to allow an escrow agent approved by the County to hold the Source Code in escrow.
- N. Licensing and Fees: Contractor shall provide a copy of any license required to use their system, including embedded software. Contractor shall provide copies of any agreements for system maintenance fees, and fully clarify such amounts. Contractor shall provide a warranty of non-infringement of intellectual property rights, including copyrights. Any fees passed through to the County for such costs should be fully set forth in the pricing documents and be included in the overall pricing structure.
- O. Run-off Claims: Provide a plan to manage the data for existing closed and pending run-off claims from the prior Contractor, including data conversion and importing into the Contractor's own claims database.
- P. Contract Termination Provisions: Contractor shall fully describe all available means and cost of data transfer in various forms to the County or new Contractor upon contract termination.
- Q. The Contractor shall fully detail its willingness and ability to comply with the following needs of the County:
 - 1. Exclusive but unrestricted perpetual license for any software program created for the County.
 - 2. Intellectual property rights, including copyrights in program code created for the County, shall be vested in the County.

3. Any intellectual property rights in any derivative works shall be vested in the County.
- R. Provide a description of additional related services available, such as medical management, vocational rehabilitation management, medical bill auditing, prescription services, etc.
- S. Provide a statement indicating cost containment services to be used, such as medical bill auditing and/or utilization review and use of the Maryland Fee Schedule.
- T. Provide a detailed description of how the Contractor intends to comply with all specifications detailed in the Scope of Work section.
- U. To assure a uniform review process and obtain the maximum degree of comparability, each technical proposal shall be presented in the order indicated above. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the offer and all required information. They should be duplex printed if possible; unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- V. Conclusion, remarks and/or supplemental information pertinent to the conduct of this request.

The Price Proposal portion shall include the following information:

- A. The Proposal Form (Attachment C) contained herein.
- B. Hourly rates for each classification of employee anticipated to be involved for these services. These hourly rates shall be used as the basis for compensation for extra work and shall include the Contractor's total costs for actual payroll, support, supervision, fringe benefits, overhead, travel, expenses, printing, profit and incidentals. The actual breakdown for these hourly rates is not required.
- C. Fully executed Affidavit (Attachment G) executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of said corporation, on the form provided.
- D. Conclusions, remarks and/or supplemental information pertinent to this request.

XVI. CONTRACTOR SELECTION PROCESS:

- A. The Washington County Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified.
- B. It is the County's intent to open and review each firm's Q&E/Technical Proposal to determine qualifications, experience and technical capabilities. If the Coordinating

Committee determines that a firm has satisfactory Q&E/Technical capabilities, the envelope containing the firm's Price Proposal will then be opened.

- C. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations, of those firms it deems most qualified, to take place within fourteen (14) calendar days following notification.
- D. Selection criteria to be used by the Committee are:
1. Responsiveness to the scope of work and instructions to firms;
 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary limitations, and user satisfaction;
 3. Specialized experience and technical competence in performing similar services in the past ten (10) years, including qualifications of staff members who will be involved;
 4. Oral presentations, if required;
 5. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 7. Firm's capacity to perform the work giving consideration to current workloads;
 8. Geographic location in relationship to Washington County, Maryland;
 9. Firm's familiarity with problems applicable to this type of service;
 10. References from previous clients, including size and scope of services, name and telephone number of contact person; and
 11. Price proposal.
- E. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at: <https://www.washco-md.net/index.php/2017/07/25/purch-openinvites/>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- F. The Coordinating Committee shall be comprised of the County Director of Health & Human Services, (Committee Chairman Designee), County Director of Purchasing, County Safety Compliance Administrator, County Risk Management Administrator, and Human Resource Manager for the City of Hagerstown.

- G. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.

XVII. SUBMITTALS:

If your firm is interested in performing the above services, please submit one (1) original and five (5) copies of submittals of Qualifications and Experience information enclosed in a sealed opaque envelope marked "**Q & E/Technical Proposal –Workers’ Compensation TPA**", and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal - Workers’ Compensation TPA**". Submittals are due into the Office of Rick F. Curry, CPPO, - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M., Tuesday, April 30, 2019**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to Rick F. Curry, CPPO, Director of Purchasing at 240-313-2330.

The Board of County Commissioners of Washington County 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.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC:llb

Attachments (7)

cc: Coordinating Committee Members

AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is made this ____ day of _____, 2019, by and between the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "County") and _____

(Insert Company Name, Address)

Federal Employer Identification Number _____, Phone Number _____, a _____ corporation, (hereinafter referred to as the "Contractor").

RECITALS

The County and the Contractor desire to enter into an agreement whereby the Contractor is to perform certain services for the County.

Both parties hereto wish to reduce their agreement and mutual obligations to writing.

Now, Therefore, in consideration of the mutual covenants, conditions and agreements herein contained, the parties agree as follows:

1. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the County's Request for Proposal No. PUR-1422 dated March 26, 2019 (hereinafter referred to as the "RFP") and the Contractor's Proposal dated _____ (hereinafter referred to as the "Contractor Proposal") which are attached hereto and are incorporated herein by reference and which contents are made a part hereof as if entirely stated herein, and are accepted as the definition of the services and obligations to be performed under the terms of this Agreement. The Contractor shall fully comply with and respond to all performance requirements, provisions, terms, restrictions, covenants and conditions contained in the RFP and any modifications made subsequent thereto, including any addendums forwarded to all bidders following the pre-proposal meeting. If there is conflict between the RFP and the Contractor's Proposal the terms of the RFP shall prevail.

2. The relationship of the Contractor and the County arising out of this Agreement shall be that of an independent contractor.

3. The Contractor shall be responsible for any loss, personal injury and/or damage that may be suffered as the result of the Contractor's negligence, or failure to perform the obligations of this Agreement; and the Contractor shall fully indemnify and hold the County harmless from any loss, cost, damages and other expenses suffered or incurred by the County by reason of the Contractor's negligence or failure to perform any of the said obligations contemplated herein. In addition, the Contractor shall, without additional expense to the County, be responsible for complying with any and all applicable laws, codes rules and regulations in connection with the services called for in this Agreement.

4. The Contractor shall not assign or transfer any interest or claim under this Agreement without the prior written consent of the County, and no contract or agreement shall be made by the Contractor with any other party for furnishing any of the work or services hereunder without the express prior written approval and consent of the County. However, the Director of Purchasing may make changes within the general scope of this Agreement in the work and service to be performed and this Agreement shall be modified in writing to reflect any equitable adjustment in the Contractor's cost or time required for performance related to such changes.

5. The performance of work or services under this Agreement may be terminated immediately upon written notice, in whole or in part, if the County determines, at its sole and absolute discretion, that such action is in its best interest. The County shall be liable only for payment for work performed or furnished prior to the effective date of such termination. Any dispute concerning a question of fact arising under this Agreement, which is not disposed of by agreement, shall be decided by the County Director of Purchasing. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of the Agreement.

6. The term of this Agreement is for a one (1) year period beginning July 1, 2019 and ending June 30, 2020, with the option by the County to renew said Agreement for four (4) consecutive one (1) year periods.

7. The Contractor certifies that it has read and understood the provisions of the Washington County purchasing guidelines dealing with conflicts of interest, and that it further certifies, represents and warrants to the County that there is not current conflict of interest and that the Contractor shall refrain from any such conflict of interest for the duration of this Agreement.

8. The Contractor hereby represents and warrants:

- a. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- c. That it shall comply with all Federal, State and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- d. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;

In addition to any other remedy available to the County, breach of any of subparagraphs A through D of this Section shall, at the election of the County, be grounds for termination as provided for herein, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

9. The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that each party has had the opportunity for advice of counsel in the execution of this instrument. No representations of fact have been made by either party to the other except as herein expressly set forth; and this Agreement contains the entire understanding of the parties.

10. The parties hereto expressly covenant that they will execute such other and further documents and assurances as may be necessary to affect the promises and purposes of this Agreement.

11. If any provision of this Agreement shall be found to be invalid or void, it shall not affect or impair the remaining provisions that can be given effect without the invalid or void part.

12. This Agreement may be executed in one or more counterparts, each of which, when considered together, shall constitute the original Agreement.

13. This Agreement shall be binding upon, and inure to the benefit of, the parties, their respective heirs, personal and legal representatives, guardians, successors, and assigns, and all persons claiming by or through them.

14. This Agreement contains the entire agreement among the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no amendment or modification of this Agreement is valid unless the same is in writing and signed by each party to this Agreement.

15. The warranties, covenants, and agreements herein contained shall survive the execution and consummation of this Agreement and shall continue until the applicable statute of limitations shall have barred any claims thereon.

16. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver or future enforcement of that provision or any provision of this Agreement.

17. This Agreement was made and entered into in the State of Maryland and shall be governed, construed and interpreted in accordance with the laws of the State of Maryland.

18. This Agreement shall become effective only upon execution of it by all of the parties.

19. This Agreement may be transmitted electronically or digitally. Execution of this Agreement by affixing or reproducing any signature hereon by an electronic or digital method shall be considered as if the parties hereto manually executed same with a pen upon paper.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered the day and year first above written.

CONTRACTOR

ATTEST:

(SEAL)

BY: _____

Title & Name

Printed: _____

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

(SEAL)

Krista Hart, Clerk

Jeff Cline, President

Approved:

WASHINGTON COUNTY DIVISION
OF HEALTH & HUMAN SERVICES

Debbie Peyton, Director

Approved as to form
and legal sufficiency:

Kirk Downey
County Attorney

ATTACHMENT B

PMA Companies - Loss Summary by Accident Year THE BOARD OF COUNTY 0496448

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Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 2015				
Lost Time Open	Medical	\$22,218	\$1,367	\$20,849
Medical Only Open	Expense	\$4,517	\$16	\$4,480
Record Only	Indemnity	\$600	\$0	\$600
Total		\$27,335	\$1,403	\$25,929

Claims for Accident Yr: 2018				
Lost Time Closed	Medical	\$261,148	\$70,742	\$182,401
Lost Time Open	Expense	\$75,473	\$39,957	\$35,512
Medical Only Closed	Indemnity	\$112,266	\$58,098	\$54,169
Medical Only Open				
Record Only				
Total		\$448,885	\$176,797	\$272,082

Claims for Accident Yr: 2017				
Lost Time Closed	Medical	\$365,168	\$184,906	\$180,263
Lost Time Open	Expense	\$178,718	\$123,241	\$55,472
Medical Only Closed	Indemnity	\$361,190	\$214,044	\$147,146
Medical Only Open				
Record Only				
Total		\$905,072	\$522,191	\$382,881

Claims for Accident Yr: 2016				
Lost Time Closed	Medical	\$137,324	\$89,762	\$47,562
Lost Time Open	Expense	\$98,885	\$90,255	\$7,632
Medical Only Closed	Indemnity	\$241,153	\$195,775	\$45,361
Medical Only Open				
Record Only				
Total		\$476,567	\$375,735	\$100,856

PMA Companies - Loss Summary by Accident Year
THE BOARD OF COUNTY 0496448

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Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 2015				
Lost Time Closed 14	Medical	\$232,442	\$194,105	\$38,335
Lost Time Open 3	Expense	\$126,478	\$126,006	\$6,469
Medical Only Closed 71	Indemnity	\$263,292	\$277,006	\$20,428
Record Only 15				
Total 103		\$657,150	\$597,518	\$65,231

Claims for Accident Yr: 2014				
Lost Time Closed 13	Medical	\$66,148	\$63,147	\$0
Medical Only Closed 64	Expense	\$104,123	\$104,121	\$0
Record Only 8	Indemnity	\$271,466	\$271,465	\$0
Total 85		\$441,737	\$438,733	\$0

Claims for Accident Yr: 2013				
Lost Time Closed 14	Medical	\$163,923	\$135,461	\$28,460
Lost Time Open 2	Expense	\$72,564	\$67,392	\$5,175
Medical Only Closed 53	Indemnity	\$323,414	\$301,466	\$21,965
Total 69		\$559,901	\$504,319	\$55,595

Claims for Accident Yr: 2012				
Lost Time Closed 11	Medical	\$66,526	\$66,525	\$0
Medical Only Closed 44	Expense	\$25,088	\$25,067	\$0
Total 55	Indemnity	\$127,960	\$127,965	\$0

PMA Companies - Loss Summary by Accident Year
THE BOARD OF COUNTY 0496448

Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 2009				
Lost Time Closed	Medical	\$216,266	\$216,285	\$0
Medical Only Closed	Expense	\$94,706	\$94,705	\$0
Total	Indemnity	\$416,623	\$416,624	\$0
	Totals:	\$729,515	\$729,615	\$0

Claims for Accident Yr: 2010				
Lost Time Closed	Medical	\$94,915	\$94,915	\$0
Medical Only Closed	Expense	\$44,567	\$44,562	\$0
Total	Indemnity	\$189,069	\$159,068	\$0
	Totals:	\$298,551	\$298,545	\$0

Claims for Accident Yr: 2008				
Lost Time Closed	Medical	\$324,167	\$324,779	\$9,395
Lost Time Open	Expense	\$77,166	\$71,023	\$6,125
Medical Only Closed	Indemnity	\$179,359	\$175,478	\$3,832
Total	Totals:	\$580,692	\$571,284	\$19,351

Claims for Accident Yr: 2008				
Lost Time Closed	Medical	\$193,667	\$166,591	\$25,075
Lost Time Open	Expense	\$104,083	\$103,392	\$695
Medical Only Closed	Indemnity	\$244,217	\$195,383	\$44,835
Total	Totals:	\$541,967	\$471,366	\$70,515

PMA Companies - Loss Summary by Accident Year
THE BOARD OF COUNTY 0496448

Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 2007				
Lost Time Closed 12	Medical	\$102,069	\$80,247	\$21,825
Lost Time Open 1	Expense	\$80,553	\$76,917	\$3,637
Medical Only Closed 83	Indemnity	\$210,149	\$209,332	\$816
Total 106	Totals:	\$392,771	\$366,497	\$26,278

Claims for Accident Yr: 2006				
Lost Time Closed 0	Medical	\$62,743	\$62,741	\$0
Medical Only Closed 96	Expense	\$24,211	\$24,207	\$0
Total 104	Totals:	\$247,401	\$247,334	\$0

Claims for Accident Yr: 2005				
Lost Time Closed 5	Medical	\$149,111	\$149,111	\$0
Lost Time Open 1	Expense	\$80,291	\$72,951	\$7,300
Medical Only Closed 83	Indemnity	\$208,833	\$208,087	\$546
Total 95	Totals:	\$438,035	\$430,155	\$7,845

Claims for Accident Yr: 2004				
Lost Time Closed 18	Medical	\$105,463	\$105,463	\$0
Medical Only Closed 82	Expense	\$93,850	\$93,051	\$0
Total 110	Totals:	\$499,098	\$498,038	\$0

PMA Companies - Loss Summary by Accident Year
THE BOARD OF COUNTY 0496448
 Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 2003				
Lost Time Closed	Medical	\$1,427,544	\$1,383,348	\$44,199
Lost Time Open	Expense	\$212,860	\$210,268	\$2,593
Medical Only Closed	Indemnity	\$903,957	\$903,956	\$0
Total	Totals:	\$2,544,361	\$2,497,572	\$46,792

Claims for Accident Yr: 2002				
Lost Time Closed	Medical	\$346,214	\$346,214	\$0
Medical Only Closed	Expense	\$175,021	\$175,018	\$0
Total	Totals:	\$761,098	\$761,095	\$0

Claims for Accident Yr: 2001				
Lost Time Closed	Medical	\$63,334	\$63,334	\$0
Medical Only Closed	Expense	\$28,992	\$28,997	\$0
Total	Totals:	\$214,565	\$214,570	\$0

Claims for Accident Yr: 2000				
Lost Time Closed	Medical	\$225,951	\$221,888	\$4,063
Lost Time Open	Expense	\$205,704	\$200,814	\$5,064
Medical Only Closed	Indemnity	\$478,855	\$478,855	\$0
Total	Totals:	\$910,510	\$901,557	\$9,127

PMA Companies - Loss Summary by Accident Year
THE BOARD OF COUNTY 0496448
Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 1995				
Lost Time Closed	Medical	\$64,418	\$64,418	\$0
Medical Only Closed	Expense	\$13,499	\$13,465	\$0
Total	Indemnity	\$75,856	\$75,855	\$0
	Totals:	\$153,769	\$153,771	\$0

Claims for Accident Yr: 1996				
Lost Time Closed	Medical	\$48,606	\$48,604	\$0
Medical Only Closed	Expense	\$28,942	\$28,942	\$0
Total	Indemnity	\$54,707	\$54,707	\$0
	Totals:	\$130,255	\$130,255	\$0

Claims for Accident Yr: 1997				
Lost Time Closed	Medical	\$214,021	\$214,021	\$0
Medical Only Closed	Expense	\$191,013	\$191,014	\$0
Total	Indemnity	\$328,648	\$328,648	\$0
	Totals:	\$733,680	\$733,681	\$0

Claims for Accident Yr: 1998				
Lost Time Closed	Medical	\$222,632	\$222,632	\$0
Medical Only Closed	Expense	\$71,027	\$71,029	\$0
Total	Indemnity	\$277,122	\$277,122	\$0
	Totals:	\$570,781	\$570,782	\$0

PMA Companies - Loss Summary by Accident Year

03/01/15

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THE BOARD OF COUNTY 0496448

Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 1995				
Lost Time Closed 11	Medical	\$38,456	\$33,456	\$0
Medical Only Closed 83	Expense	\$45,490	\$45,495	\$0
Total 94	Indemnity	\$66,306	\$63,307	\$0
	Totals:	\$152,354	\$152,358	\$0

Claims for Accident Yr: 1994				
Lost Time Closed 7	Medical	\$18,736	\$18,735	\$0
Medical Only Closed 4	Expense	\$20,562	\$20,562	\$0
Total 11	Indemnity	\$36,079	\$33,079	\$0
	Totals:	\$77,377	\$77,376	\$0

Claims for Accident Yr: 1993				
Medical Only Closed 1	Medical	\$0	\$0	\$0
Total 1	Expense	\$172	\$172	\$0
	Totals:	\$172	\$172	\$0

Claims for Accident Yr: 1992				
Lost Time Closed 8	Medical	\$128,025	\$128,025	\$0
Medical Only Closed 3	Expense	\$65,235	\$65,237	\$0
Total 11	Indemnity	\$179,345	\$179,344	\$0
	Totals:	\$392,605	\$392,606	\$0



PMA Companies - Loss Summary by Accident Year
THE BOARD OF COUNTY 0496448

Workers' Compensation Claims

Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 1991				
Lost Time Closed 4	Medical	\$102,919	\$102,919	\$0
Total 4	Expense	\$20,821	\$20,820	\$0
	Indemnity	\$94,801	\$84,801	\$0
	Totals:	\$218,541	\$218,540	\$0

Claims for Accident Yr: 1990				
Lost Time Closed 1	Medical	\$3,549	\$3,549	\$0
Total 1	Expense	\$3,354	\$3,354	\$0
	Indemnity	\$8,922	\$8,922	\$0
	Totals:	\$15,825	\$15,825	\$0

Claims for Accident Yr: 1989				
Lost Time Closed 1	Medical	\$11,564	\$11,564	\$0
Total 1	Expense	\$4,275	\$4,275	\$0
	Indemnity	\$56,257	\$56,257	\$0
	Totals:	\$72,096	\$72,096	\$0

Claims for Accident Yr: 1988				
Lost Time Closed 2	Medical	\$41,690	\$41,690	\$0
Total 2	Expense	\$26,236	\$26,236	\$0
	Indemnity	\$59,796	\$59,793	\$0
	Totals:	\$127,724	\$127,724	\$0

PMA Companies - Loss Summary by Accident Year
 THE BOARD OF COUNTY 0496448
 Workers' Compensation Claims

03/04/19
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Claim Count	Loss Line	Incurred	Paid	Reserve
Claims for Accident Yr: 1987				
Medical Only Closed	Medical Expense	\$0	\$0	\$0
Total		\$633	\$633	\$0
	Total:	\$633	\$633	\$0

Totals for Account #: 0496448					
Lost Time Closed	290	Medical Expense	\$8,552,973	\$4,950,493	\$602,476
Lost Time Open	42	Expense	\$2,415,398	\$2,275,091	\$140,293
Medical Only Closed	2,022	Indemnity	\$8,601,015	\$6,261,251	\$339,756
Medical Only Open	17				
Record Only	66				
Total	2,457		\$14,569,387	\$13,486,826	\$1,082,527
		Total:			

PUR-1422
PROPOSAL FORM
WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR

The Firm Of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____ dated _____, No. _____ dated _____, No. _____ dated _____ at the following contract prices for:

ANNUAL LUMP SUM FEES:

Fiscal Year 2019: _____ Dollars (Written)	(\$ _____) (Figures)
Fiscal Year 2020: _____ Dollars (Written)	(\$ _____) (Figures)
Fiscal Year 2021: _____ Dollars (Written)	(\$ _____) (Figures)
Fiscal Year 2022: _____ Dollars (Written)	(\$ _____) (Figures)
Fiscal Year 2023: _____ Dollars (Written)	(\$ _____) (Figures)
Total Lump Sum Fees: _____ Dollars (Written)	(\$ _____) (Figures)

Additional Information:

Also, state your firm's average fee for claim handling per claim for the following types of claims:

<p>1. Workers Compensation – Med Only:</p> <p>_____ Dollars</p> <p>(Written)</p>	<p>(\$ _____)</p> <p>(Figures)</p>
<p>2. Workers Compensation – Lost Time:</p> <p>_____ Dollars</p> <p>(Written)</p>	<p>(\$ _____)</p> <p>(Figures)</p>
<p>3. Medical Bill Review: Per Line Fee:</p> <p>_____ Dollars</p> <p>(Written)</p>	<p>(\$ _____)</p> <p>(Figures)</p>
<p>4. Per Bill Minimum Fee:</p> <p>_____ Dollars</p> <p>(Written)</p>	<p>(\$ _____)</p> <p>(Figures)</p>
<p>5. Percentage of Reduction Savings:</p> <p>_____ Dollars</p> <p>(Written)</p>	<p>(\$ _____)</p> <p>(Figures)</p>
<p>6. Fee for Post-Contract Claims Handling (flat fee per claim):</p> <p>_____ Dollars</p> <p>(Written)</p>	<p>(\$ _____)</p> <p>(Figures)</p>

PROPOSER MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Signature of Officer of Firm: _____

Printed Name and Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____ Federal Employer's
Identification No.: _____

Date: _____

REMARKS/EXCEPTIONS: (If no exceptions are taken, state NONE):

***For Informational Purposes Only:* Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)**

_____ Yes _____ No

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising

in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made this _____ day of _____, 2019 with an Effective Date of _____ 2019, by and between the Board of County Commissioners of Washington County, Maryland (the "County") and _____ (the "Business Associate").

RECITALS

A. The County and the Business Associate have conducted or will be conducting business pursuant to an agreement (the "Underlying Agreement") whereby Business Associate will provide certain products or services to the County.

B. Business Associate has received or may receive certain protected health information ("PHI") pursuant to the Underlying Agreement that is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Regulations at 45 CFR 164.500 *et seq.*

C. Business Associate and the County desire to comply with the privacy standards for employees of the County.

In consideration of the above recitals and the mutual covenants contained in the Agreement, the County and Business Associate enter into this Agreement.

1. **Definitions.** If not otherwise defined in this Agreement, capitalized terms shall have the meaning given by HIPAA and the HIPAA Regulations.

2. **Use of PHI.** Business Associate may use PHI received from the County solely to perform its duties pursuant to the Underlying Agreement and this Agreement. Business Associate shall not disclose PHI to any manner to any other person, party or entity unless authorized by the County in writing. Business Associate will not use or disclose PHI in any manner that could result in violation of HIPAA or the HIPAA Regulations.

3. **Protection of PHI.** Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate agrees that it will use appropriate safeguards to maintain the security of PHI with which it may come into contact, shall prevent unauthorized use or disclosure of PHI, and will comply with HIPAA, the HIPAA Regulations, and all other regulations and statutes applicable to PHI. Business Associate acknowledges that the County is relying on Business Associate to protect PHI and Business Associate will promptly notify the County of any changes in any aspect of its safeguards of PHI. To the extent that Business Associate uses agents or subcontractors to perform any of its obligations under the Underlying Agreement, Business Associate will require all such agents or subcontractors

that receive, use, or have access to PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement.

4. Reports. Business Associate will report to the County any use or disclosure of PHI not permitted by this Agreement. The County shall be permitted by Business Associate to examine any records, reports or other necessary items, including Business Associate's premises, in the event of a breach or suspected breach of the requirements of Business Associate with respect to PHI.

5. Access by Individual. Business Associate shall make PHI contained in a designated record set available to an individual to whom the PHI pertains in accordance with 45 CFR §164.524.

6. Amendments of PHI and or PII. Business Associate shall make PHI available for amendment and incorporate any amendments in accordance with 45 CFR §164.526. Business Associate shall make amendments to PHI when notified by the County.

7. Accounting. Business Associate agrees that it will provide an accounting to the County of the disclosure of PHI no later than ten (10) days after a request by the County for such accounting. The accounting shall provide at least the following information: (a) the date of each disclosure; (b) the name and address of the organization or person receiving the PHI; (c) a copy of information disclosed and/or brief description; (d) a summary of the purpose for the disclosure; and (e) a copy of an authorization for the disclosure. Business Associate shall implement and maintain a process to provide accounting of disclosures for as long as Business Associate has PHI received from the County or employees of the County.

8. Secretary. Business Associate shall make its internal practices, books, records related to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for determinations concerning the County's compliance with HIPAA Regulations.

9. Term. This Agreement shall continue from the Effective Date first noted above and, irrespective of the termination of the Underlying Agreement, until all of the PHI received by Business Associate has either been destroyed or returned according to the terms of the HIPAA Regulations and this Agreement.

10. Termination of Underlying Agreement. Irrespective of any provisions in the Underlying Agreement to the contrary, the County may terminate the Underlying Agreement in its sole discretion and without compensation of any kind to Business Associate if it reasonably suspects Business Associate has improperly used or disclosed PHI in violation of the terms of this Agreement. The County may, in lieu of termination and in its sole discretion, provide notification to Business Associate of an opportunity to cure the improper use or disclosure in the future.

11. Termination of this Agreement. Irrespective of any provisions in the Underlying Agreement to the contrary, the County may terminate this Agreement in its sole discretion if it determines that Business Associate has violated a material term of this Agreement or has improperly used or disclosed PHI in violation of this Agreement or the HIPAA Regulations. The County may, in lieu

of termination and in its sole discretion, provide notification to Business Associate of an opportunity to cure the improper use or disclosure.

12. Inadequate Safeguards. The County may terminate the Underlying Agreement without compensation of any kind to Business Associate if it determines in its sole discretion that the security procedures or safeguards of Business Associate are not satisfactory to the County.

13. Return/Restriction of PHI and or PII. Upon termination of the Underlying Agreement, Business Associate will return or destroy all PHI, at the discretion of the County. Business Associate shall not maintain any copies of PHI. Business Associate shall certify in writing within thirty (30) days from the date of termination or expiration of the Underlying Agreement that all PHI has been returned or disposed of and the PHI has not been retained in any form. If for whatever reason, any and all of the PHI cannot be returned or destroyed, this Agreement shall remain in effect for any PHI retained by Business Associate.

14. Survival. All rights, duties and obligations provided in this Agreement shall survive termination of this Agreement.

15. Disclaimer. Business Associate is responsible for its own HIPAA compliance. The County is not responsible or liable to Business Associate for any failure to comply with HIPAA. Further, the County will not be liable to Business Associate for any claim, loss or damage relating to unauthorized use or disclosure of any information received by Business Associate from the County or from any other source.

16. Indemnification. Business Associate with indemnify, hold harmless, and defend the County, its officers, employees and agents from and against any liability and all claims of any nature arising from an alleged improper, illegal or unauthorized use or disclosure of PHI by Business Associate, its agents or employees, including but not limited to payment of all costs, expenses, judgments, attorney's fees and liabilities incurred in connection with any claim or proceeding.

17. Conflict of Provisions. In the event of a conflict of the provisions between this Agreement, HIPAA, or the HIPAA Regulations, Business Associate shall comply with the provision that provides the greatest privacy protection to the individual to whom the PHI pertains. To the extent that any relevant provision of HIPAA or the HIPAA Regulations is amended in a manner that changes the obligations of Business Associate embodied in the terms of this Agreement, Business Associate shall comply with the provision that provides the greatest privacy protection to the individual to whom the PHI pertains. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA issued by the United States Department of Health and Human Services from time to time.

18. Interpretation. Any ambiguity in this Agreement shall be resolved so as to permit the County to comply with any laws regarding privacy of employee information.

19. Assignment. This Agreement shall not be assignable or transferable by Business Associate without the prior written approval and consent of the County.

20. Notice. All notices and correspondence under or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier:

To the Business Associate:

To the County at:

Benefits Administrator
100 West Washington Street, Room 2300
Hagerstown, Maryland 21740

and

County Attorney's Office
100 West Washington Street, Suite 1101
Hagerstown, Maryland 21740

21. Laws of Maryland. This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland and such federal laws as are applicable.

22. Recitals. The Recitals are hereby incorporated into this Agreement as substantive provisions.

23. Entire Agreement: Modification. This Agreement constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of all of the parties.

24. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

25. Waiver. No party's waiver of another party's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

26. Counterparts/Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

27. Headings. The headings herein are inserted only as a matter of convenience and do not in any way define, limit, construe or describe the scope of intent of this Agreement.

28. Successors Bound. This Agreement shall be binding on and shall inure to the benefit of the successors, assigns, heirs and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

WITNESS:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista Hart, Clerk

Jeff Cline, President

Approved:

WASHINGTON COUNTY DIVISION
OF HEALTH & HUMAN SERVICES

BY: _____
Debbie Peyton, Director

Approved for legal sufficiency:

Kirk Downey
County Attorney

QUESTIONNAIRE

Please answer the following questions as completely as possible. If an item is not applicable to your organization, indicate by "N/A".

A. ORGANIZATION INFORMATION

1. Provide the following information in the format indicated:
 - a. Name of your organization.
 - b. Location of local office.
 - c. Location of medical bill re-pricing (processing) office.
 - d. Hours of operation and after-hours service provisions.
 - e. Number of years of experience your organization has in providing the services requested in this solicitation.
2. Describe the legal organizational structure of your organization (i.e., corporation, partnership, sole-proprietorship, etc.), and identify any parent company(s) and principal owners, if applicable.
3. Explain whether your organization is independently owned or affiliated either as a subsidiary or division of another organization.
 - a. State whether your organization is currently licensed to do business in the State of Maryland, and if so, the effective date.
4. How long has your organization been in business?
5. Who is the direct contact person in your organization for problems and questions? (Name, address, and position.)
6. Describe the organizational structure of your organization. Include an organizational chart detailing reporting relationship for each position and number of personnel in each position. Identify the individual(s) who will be directly responsible for this account if your organization is selected for contract award.
7. Will a designated claims team be assigned to the County? Please include current and proposed caseload with the percentage of time that will be spent on the County versus other clients.
8. How many self-insured governmental clients do you have now and how many have you had previously?
9. Describe your hiring criteria.

10. Describe your training practices for claims adjusters.
11. What is your ratio of open claims to adjuster and for number of adjusters to supervisor?
12. What has been your personnel turnover percentage for the past three years in the office that would serve Washington County or the office in closest proximity to Washington County for:
 - a. Management
 - b. Claims Adjusting
 - c. Data Management Services
13. What measures do you undertake to retain employees and maintain a stable workforce?
14. Do you conduct periodic client satisfaction surveys and implement improvements as a result?
15. Describe how you will provide for prompt on-site investigations, as may be required, of workers' compensation claims.

B. CLAIMS

1. Did your firm handle workers' compensation claims during the past year?
2. Briefly outline your organization's anti-fraud plan, including provisions for educating and training employees in the detection of claim and internal fraud, and procedures to be followed when instances of suspected fraud have been detected, evaluated, and found to warrant a full investigation.
3. Do you own the medical bill review function, and if not, how is this service provided? Describe the bill review process, including your average turnaround time. Discuss hospital bill auditing, Maryland State Fee Schedule re-pricing, preferred provider network re-pricing, and explanation of benefits to providers.
4. Provide the same information for vocational rehabilitation services and medical management services.
5. Do you have a program for managing prescription benefits for workers compensation claims? If so, please describe.
6. Describe your level of preparedness to serve as a Responsible Reporting Party (RRE) under the Federal Medicare mandatory insurer reporting requirements and your firm's process for achieving RRE status.

WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Proposal Number (PUR-1422)

I, _____, the undersigned, _____ of the above
named (Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in
the above-named Contractor and I affirm the following: (Month) (Year)

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

Rev. 2/29/08

TITLE