



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

RFP # 19-1915-8CHS

DEPARTMENT OF FINANCE
CECELIA H. STOWE, CPPO, C.P.M.
PURCHASING DIRECTOR

September 10, 2019

**REQUEST FOR PROPOSAL
MEDICARE EXCHANGE SERVICES FOR MEDICARE ELIGIBLE RETIREES
COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide an annual contract for Medicare exchange services for Medicare eligible retirees of the County of Henrico and Henrico County Public Schools for the purchase of medical and prescription drug plans in accordance with specifications. Submittals consisting of the **original proposal and seven (7) additional copies and one (1) electronic copy in a "pdf" format on USB device** marked, "**A Proposal for Medicare Exchange Services**" will be received no later than **3:00 p.m., October 1, 2019** by:

IN PERSON OR SPECIAL COURIER
County of Henrico
Department of Finance
Purchasing Division
8600 Staples Mill Road
Henrico, Virginia 23228

OR

U.S. POSTAL SERVICE
County of Henrico
Department of Finance
Purchasing Division
P O Box 90775
Henrico, Virginia 23273-0775

This RFP and any addenda are available on the County of Henrico Purchasing website at <https://henrico.us/finance/divisions/purchasing/>

To receive an email copy of this document, please send a request to: sto05@henrico.us

Time is of the essence and any proposal received after **3:00 p.m., October 1, 2019**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

Technical questions concerning this Request for Proposal should be submitted in writing no later than **12:00 noon September 18, 2019 to Cecelia H. Stowe sto05@henrico.us**.

Very truly yours,
Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director
Sto05@henrico.us
804-501-5685

8600 STAPLES MILL ROAD/P O BOX 90775/HENRICO, VA 23273-0775
(804) 501-5660 FAX (804) 501-5693

NON-PROFESSIONAL

**REQUEST FOR PROPOSAL FOR
MEDICARE EXCHANGE SERVICES
FOR MEDICARE ELIGIBLE RETIREES
COUNTY OF HENRICO**

I. INTRODUCTION:

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified company to provide a Medicare exchange for Henrico County's and Schools' Medicare Eligible Retirees to allow them to purchase individual medical and prescription drug coverage with the assistance of a benefit advisor in accordance with the Scope of Services and Plan Specifications sections of this solicitation. The services requested in this RFP are intended to award a new contract to continue to provide these services for all eligible Medicare eligible retirees of Henrico County and Schools.

Please note the following:

When the terms "Henrico", "County of Henrico", "Henrico County", or "County" are used in this RFP, those terms are intended to mean both Henrico General Government and Henrico County Public Schools.

II. OBJECTIVES:

The primary objectives are to:

1. Provide Medicare eligible retirees and their covered family members with high quality, affordable medical and prescription drug coverage.
2. Offer these retirees a program that will include the services of highly qualified, extensively trained, and unbiased customer service representatives (benefit advisors) who will guide retirees through the plan selection and enrollment process each year and continue to provide ongoing support and service to the retirees throughout the plan year.
3. Provide Medicare eligible retirees and their covered family members with access to a broad array of medical and prescription drug plans provided by an extensive selection of highly qualified insurance carriers.
4. Provide plans that will give Medicare eligible retirees access to a large selection of healthcare providers and pharmacies.
5. Contract with an organization that will serve as a "best-in-class" advocate for Henrico County's retirees and that will also provide timely, responsive customer service to the County's retirees and benefits staff;
6. Minimize disruption to current Medicare eligible retiree health care program enrollees.

III. BACKGROUND:

On August 2014 , the County of Henrico entered into a contract with Towers Watson to provide Medicare Exchange Services for Medicare Eligible Retirees. The contract with Towers Watson was issued for a two-year term, renewable for three additional one-year terms. It is set to expire at the end of 2019. There are currently 2,023 participants in the retiree exchange. The take up rate for retiree medical is estimated to be 77%.

IV. SCOPE OF SERVICES:

This scope of services establishes the minimum services and specific conditions the Successful Offeror (Contractor) shall meet in order to fulfill the County’s objectives as stated in Section II of this RFP.

[Instructions: All offerors responding to this RFP must copy this section (Scope of Services) into its proposal (and include in Tab 2 of proposal response) and indicate in bold, after each paragraph, its agreement with each provision or its requested deviation to the Scope of Services. If a requested service does not apply to your specific proposal, please state “not applicable” and state why.]

A. Minimum Services Required – The Successful Offeror shall provide all labor, materials, equipment and supervision to provide the following services:

1. Make available necessary, appropriate, and high-quality health care insurance to each enrollee at an affordable price.
2. Designate a point of contact within your company who will have day-to-day account responsibility, and who will be responsible for resolving problems, answering questions and expediting services related to the overall performance of the contract with Henrico County.
3. Maintain compliance with HIPAA privacy and security standards.
4. Confirm acceptance of Henrico County’s Group Health Care Program HIPAA Business Associate Agreement included in **Attachment F**
5. Provide specific performance guarantees that include financial penalties for non-performance.
6. Offer dedicated toll-free phone number for Henrico’s Medicare-eligible retirees.
7. Provide licensed, 100% retiree-focused customer service representatives to assist retirees.
8. Provide assistance for retirees on an ongoing basis with all of the following services: plan selection, plan enrollment, resolution of billing issues, resolution of claims disputes, explanations of benefits.

9. Work with the County of Henrico in the development of retiree communications material designed to inform and educate the retirees about the Medicare exchange model and their plan choices.
10. Provide regular reports to the County of Henrico including information on enrollment completion reports (to be finalized during implementation of the program).
11. Provide administration of monthly retiree supplement payment by the County to those retirees that receive a County supplement (which are identified in **ATTACHMENT H** Census file). This can be managed through a Health Reimbursement Account (HRA) if necessary.
12. Agree to meet with the County within five (5) business days after the contract award to present proposed communication material and to jointly establish an implementation plan and schedule. Meet annually with the County for the same purpose.
13. Provide annual renewal pricing (if applicable) by July 1 of each year for the upcoming January 1.
14. If awarded the contract, provide the County's administration staff with liability insurance certificates, in accordance with **Attachment A Insurance Specifications**, naming the County of Henrico as additional insured within ten (10) business days after contract award. Certificates of insurance shall be submitted periodically in order to be kept up to date during the course of the contract.

B. Program Specifications

This section outlines the specifications for the requested Medicare exchange program. Information below includes, eligibility rules, and contribution structure. It is anticipated that the County and Schools will continue to provide the service-related supplement (described in item 4 below and provided in the Census data in **Attachment H**) to retirees through an HRA or other funding mechanism for the new contract effective January 1, 2020.

1. **Eligibility Rules for Retiree Health Care** - Henrico County currently offers coverage to pre-65 retirees under the same health plans currently offered for active employees and their dependents. If an employee retires prior to Medicare eligibility and chooses to enroll in the County's retiree health care program, he will continue coverage under the "active/pre-65 health plan" until he/she reaches Medicare eligibility. Upon becoming Medicare eligible, retirees and their spouses are transitioned individually to the Medicare eligible coverage. Any non-Medicare eligible dependents may remain covered in the "active/pre-65 health plan" until they reach Medicare eligibility. All eligible retirees must enroll in the retiree health plan when initially eligible. If they cancel coverage or lose coverage for any reason (including non-payment of premium), they will not be allowed to re-enroll at a later date. Medicare eligible retirees must also enroll in Medicare Part B.

- a) **Retirees and disabled retirees** who are approved for Virginia Retirement System (VRS) retirement benefits are eligible for retiree health care based upon years of service or disability status.
- b) **An enrolled retiree's enrolled spouse** may continue coverage as a surviving spouse upon the death of the retiree as long as the surviving spouse continues to pay the required premium. If the surviving spouse chooses to cancel coverage, he/she is not allowed to re-enroll at a later date.
- c) **An enrolled retiree's enrolled children** may continue coverage upon the death of the retiree until the end of the month in which they reach age 26. They may elect COBRA at that time with the option of an additional 36 months of coverage. An enrolled child who is Medicare eligible due to disability may continue coverage as long as the child remains disabled and continues to pay the required premium.
- d) **Schools retirees who were part-time employees with 20 or more years of service who were enrolled in the active employee/pre-65 health plan** are offered the option of continuing their coverage indefinitely. If they choose not to continue coverage, or later cancel or lose coverage, they are not allowed to enroll or re-enroll at a later date. No such retirees are currently enrolled.

2. Current Contributions:

- a) Retirees must pay 100% of the cost of the plan. However, most retirees receive a supplement (or subsidy) from the County or a health insurance credit (HIC) from VRS. This supplement has been identified on the census file (**Attachment H**) for each retiree who currently receives it.
- b) **The County provides a health care supplement to retirees who are not eligible for the VRS health insurance credit (see description of VRS health insurance credit in paragraph (c) below).** To be eligible for the County supplement, retirees must have a minimum of 20 full years of VRS service, 10 of which must be with Henrico County. The supplement is equal to \$3.00 per month per year of service with no cap on the maximum creditable years of service provided the retiree continues health coverage with Henrico County.
- c) **VRS provides a health insurance credit (HIC) for certain retirees of the County (Social Services, Sheriff's Office, and elected Constitutional Officers) which is applied by VRS directly to the retirement benefits received by the retiree.** This health insurance credit is \$1.50 per year of service per month up to \$45 (not to exceed the retiree's share of the retiree health plan premium). **The VRS credit is also provided for all professional retirees of the Schools (teachers, administrative staff, and principals) who have a minimum of 15 years of service.** The credit is \$4.00 per year of service per month with no cap and is applied directly to the retirement benefits received by the retiree (not to exceed the retiree's share of the retiree health plan premium).

VI. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <https://henrico.us/finance/divisions/purchasing/>

C. Collusion

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

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

H. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

J. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

K. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A).**

L. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

M. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

N. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

O. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

P. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Q. Minority-, Woman-, Service-Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service-disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service-disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County's internet site at <https://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on eBid at www.ebidexchange.com/henrico

R. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

S. Taxes

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.
2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

T. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

U. County License Requirement

If a business is located in Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

V. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/hr/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

W. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

X. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. **(Attachment D)** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

Y. Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.

4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Z. Occupational Safety & Health Policy Statement:

The Successful Offeror shall comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/hr/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Contract Period:

1. The contract period shall be from January 1, 2020 through a two-year period. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for five (5) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of seven (7) years

VII. PROPOSAL SUBMISSION REQUIREMENTS:

- A.** The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B.** All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

- C. The Proposal Signature Sheet (**Attachment B**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- E. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. **Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (Attachment C)**
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.
 - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
 - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.

- J. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved. Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions in writing concerning the Request for Proposal **no later than 12:00 noon September 18, 2019**. Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

VIII. PROPOSAL RESPONSE FORMAT:

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
- B. The Offeror should include in their proposal the following:
 - 1. **Table of Contents** – All pages are to be numbered
 - 2. **Tab 1**

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal

Proposal Signature Sheet – **Attachment B**

Proprietary/Confidential Information – **Attachment C**

Virginia State Corporation Commission Requirement – **Attachment D**

Provide a copy of your firm's latest audited financial statement.
 - 3. **Tab 2 – Questionnaire – Attachment E**
 - 4 **Tab 3 – Pricing Schedule – Attachment G**

The Offeror shall itemize in its pricing schedule all proposed fees for implementation, communications, and ongoing administration -- including the fees/costs that apply to the County of Henrico as well as those that apply to the

Medicare eligible retirees. This should include fees for implementation, communication, and administration, as well as fees associated with any HRA. Multi-year rate/fee guarantees are encouraged, but all fees/rates must be guaranteed firm for a minimum (12) month period.

5. **Tab 4 - Response to Scope of Services**

Offeror should address each section of the Scope of Services Section IV of the RFP indicating compliance with or acceptance of the requirements and any additional explanations of their response.

References – provide a minimum of three (3) references, who could attest to the Offeror’s past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers. Offerors may not use Henrico County as one of their references.

Resumes of key staff assigned to the project. Each resume shall include the amount of experience the individual has had relative to the Scope of Work set forth in the solicitation.

Proposed implementation and transition schedule.

Sub-consultants - Offeror shall provide information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications. (If Applicable)

6. **Tab 5 - Exceptions** – Offeror shall list any exception to the Scope of Services and General Terms and Conditions when responding to this Request for Proposal. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.
7. **Tab 6 - Assumptions** - Offeror shall list any assumptions made when responding to this Request for Proposal. The Offeror shall identify any assumptions, in a sub section titled “Assumptions”.
8. **Tab 7 - Contract Documents** – Provide samples of proposed contract documents or other documents that will require execution at contract award.
9. **Tab 8 - Appendices** – are optional for Offerors who wish to submit additional material that will clarify their response.

IX. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

EVALUATION CRITERIA	WEIGHT
Functional Requirements <ul style="list-style-type: none"> • Extent to which the proposed solutions satisfies the RFP Scope of Services requirements including • Clearly demonstrated understanding of the services to be performed • Range and quality of plans offered <ul style="list-style-type: none"> ○ Level of member disruption • Quality of administration and ongoing services <ul style="list-style-type: none"> ○ Enrollment process ○ Reporting capabilities ○ General account administration ○ Service/performance guarantees ○ Communication materials ○ Technological capabilities ○ Employer/member services 	30
Implementation Services <ul style="list-style-type: none"> • Project Approach • Project Implementation Schedule • Project Management • Current Workload and ability to complete required work within County scheduled • Customer Service Approach 	20
Experience and Qualifications <ul style="list-style-type: none"> • Professional competence of Offeror and staff assigned to project • Financial Stability of Firm • References from governmental entities providing services of similar size and scope • Resumes of proposed key staff assigned to the contract • Relevant experience and expertise in providing Medicare Exchange Services for Medicare eligible Retirees for jurisdictions/governments of similar size and scope 	30
Price/Fee's	15
Quality of proposal submission/oral presentations	5
TOTAL	100

- C. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror

**ATTACHMENT A
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS**

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if checked:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Protected Health Information (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall ensure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 2 of 2**

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS**
- WOMEN-OWNED BUSINESS**
- MINORITY-OWNED BUSINESS**
- SERVICE-DISABLED VETERAN**
- EMPLOYMENT SERVICES ORGANIZATION**
- NON-SWaM (Not Small, Women-owned or Minority-owned)**

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <https://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT D

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder or Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals:

ATTACHMENT E QUESTIONNAIRE

Organizational Experience

1. Provide the following information:
 - a. Name and address of the business entity submitting the proposal
 - b. Type of business entity (corporation, partnership, etc.)
 - c. Name, address, and telephone number of supplier's representative to contact regarding all contractual matters concerning this proposal.
2. Please provide a brief history of your organization specifically as it relates to managing a retiree exchange service. Including years of operating a Medicare exchange.
3. Please describe how your company differentiates itself within the retiree health care marketplace.
4. Please describe how you see retiree medical benefits changing in the next three to five years.
5. How many employers do you currently work with in providing Medicare exchange services?
6. How many retirees are currently serviced by your Medicare exchange?
7. How many retirees will you be servicing for the fall 2019 annual election period for the 2020 plan year?
8. Describe your proprietary technology and its impact on the retiree experience.
9. Is your organization owned or affiliated with a carrier or product on the exchange? If yes, please elaborate on how those products are positioned.
10. Are any subcontractors used to provide Medicare exchange services? If so, provide the name of the supplier and a description of the services provided, and indicate whether any work performed by the supplier is performed outside of the U.S.
11. Will you certify that your subcontractors/outsourced partners/affiliated company partners/subsidiary/or franchises will comply with all employment related laws and regulations including but not limited to those related to wage and hour, equal opportunity in employment, affirmative action, etc.?
12. Please provide a copy of or a link to your most recent financial statement.
13. Please provide three references for current employers utilizing your Medicare retiree exchange. Include name of employer, employer contact including email address and phone number, number of covered retirees and spouses, and number of years they have been a client.

Product and Plan Offerings

14. Describe in detail your company's Medicare exchange services that are included with your proposal, and confirm you offer all aspects of the Medicare coordination, including:
 - a. Transition communication
 - b. Enrollment support
 - c. HRA administration
 - d. After service support
15. Describe the overall breadth of your Medicare exchange. How many insurance carriers, products, and plans are available through your exchange?
16. What geographic markets does your Medicare exchange serve? Are you licensed in all 50 states?
17. Based on the zip code information provided in the RFP for Henrico County's retirees, how many plan options (Medicare Advantage, Medicare Supplement, Medigap, and Medicare Part D) and how many carriers are available in your Medicare exchange in the geographic areas where Henrico County's retirees reside?
18. Can any insurance plan join your Medicare exchange? Do you perform a review prior to listing a carrier on your exchange?
19. How many carriers have been dropped from participation in your exchange? Why were they dropped or why did they discontinue participation? Did any carriers discontinue participation in your exchange for cause? If so, please explain.
20. What happens if a carrier drops a plan or product offering after a retiree has already enrolled? What would you do for the retirees who were enrolled with them?
21. Do you have direct contracts/appointments with all of the carriers offered through your exchange or do you work through third-party agencies?
22. Are signed contracts required before you list a carrier on your exchange?
23. Do you offer Special Needs Plans?
24. Do you offer any other types of individual insurance products (dental, vision, etc.) through your exchange? If so, please specify.
25. How do you handle situations where retirees want to enroll in a plan that is not offered in your exchange?
26. Do you anticipate any changes to plan and product availability based on proposed Medicare legislation?

Retiree Customer Service

27. Where will customer service be performed? Are any customer service functions performed offshore? Include any application processing or other 'back office' functions which are performed offshore.
28. How many additional call centers do you operate in different locations which can cover for your primary site should service be interrupted there?
29. What are the hours of operation? Do you offer any special accommodations for retirees that may need to call after hours or on weekends?
30. Do you offer a dedicated and co-branded toll-free phone number?
31. Are the individuals who will be assisting Henrico County's retirees licensed?
32. Please provide a brief description of the training provided to your customer service representatives. For example, do your customer service representatives undergo any special training for interacting with a senior population? Please provide details.
33. What is the average tenure of your customer service representatives?
34. What is your customer service turnover rate?
35. What is the ratio of customer service representatives to supervisors? What is the ratio of customer service representatives to retirees?
36. What percentage of inbound and outbound calls are recorded? How long are recordings stored? Are the recordings easily accessible?
37. Describe your ongoing coaching and quality monitoring program for customer service representatives.
38. Will retirees have specialized (100% retiree-focused) customer service representatives to provide support?
39. Is your model designed to support the retiree's ability to speak to the same customer service representative each time they call? Including the situation where retirees select a plan and need post-enrollment help.
40. What is the average length of a call between a retiree and your representative?
41. Are there any limits regarding the amount of time a customer service representative spends with a member in assisting in the selection of the right Medicare plan?
42. Can you provide any satisfaction results from retirees who have enrolled through your Medicare exchange that demonstrate how comfortable they feel now with the plan choices they made?
43. What support is available to a benefit advisor who is handling a call if they are unable to answer a retiree's question while on the phone?

44. What types of tools are available to assist customer service representatives in helping retirees find the right plan?
45. Are your benefit advisors able to completely service our retirees utilizing your software, or do they utilize third party (including carrier) sites as well?
46. Does your model offer retirees the ability to determine if their preferred providers are in the network for the plans they are considering enrolling in? If so, is this assistance web-based, do retirees have to check independently with the insurance carrier, or do your customer service representatives assist retirees in determining provider network status?
47. Describe your website functionality for retirees. Can you co-brand a website for Henrico County and Schools?
48. Briefly detail the information that one of your customer service representatives consider when assisting a retiree with his/her plan selection?
49. What assurances can you offer to the County of Henrico that your customer service representatives will provide enrollment suggestions to our retirees that are completely unbiased instead of steering them to products offered by a particular company?
50. Do you have the ability to load relative utilization and/or claims data to help guide retirees with a recommendation of plans? Is there an additional charge for this service?
51. Do you assist retirees in the event of a billing or claim disputes?
52. How do you evaluate call quality and customer service?
53. Describe how your customer service representatives are compensated. Please include incentives. Are there any incentives tied to: handle times, first call close, enrollment in certain plan types (medical over prescription drug)?
54. Do you utilize third party services to locate retirees who do not respond?
55. Please provide your 2018 customer service metrics for your exchange only, versus your broader product offering. Please show the following metrics by month and on an annual basis if possible. Be sure to include the 2018 Annual Enrollment Period from October – December.
 - a. Average speed to answer
 - b. Abandonment Rate
 - c. Average Hold Time before talking with an Advisor who can enroll the retiree in coverage
 - d. Average Talk Time

Enrollment and Retiree Communication

56. Explain your typical communications strategy to reach out to and educate retirees about their plan choices.

57. How do you coordinate outreach to retirees that are not responding? Describe the outreach process in detail.
58. Please provide sample communications.
59. Provide a list of the various communications pieces provided to retirees.
60. Please describe your capabilities in offering customized communications. Can materials be customized for Henrico County and for each retiree? Include fee range for customization in Attachment G Pricing.
61. Do you pass through costs for printing and mailing communications or is it included in your offer?
62. Do you offer retirees appointment setting to enroll in benefits? Do you schedule appointments for retirees, or do retirees call at their leisure? Do retirees need to take any action to secure an appointment?
63. Do you have any retiree testimonials you can share?
64. Describe the enrollment process for the initial transition to the Medicare exchange for January 1st, 2020
65. Are you able to enroll retirees telephonically or do you require a paper application?
66. Describe the enrollment process for new retirees, and for early retirees and/or spouses becoming eligible for Medicare. Describe the interaction between you and the County of Henrico.
67. Are you able to file applications with insurance carriers electronically?
68. What percentage of 2018 annual enrollment applications were submitted to carriers electronically? What percentage were submitted using paper applications?
69. Describe in detail your paper application submission process (number of days between receipt and submission to carriers).
70. Do the applications vary by insurance carrier or do your customer service representatives use one standard application?
71. If your company uses a paper application process, how do you track each enrollment so that a retiree can check on the application status at all times during the enrollment process?
72. During the enrollment process can you provide the employer with reporting on the status of each retiree? Enrolled? Contacted? Appointment set? Not enrolled?
73. Do you offer voice signature and automated disclaimers?
74. If your customer service team uses system tools to rank and determine plans, at a high level describe how that tool works and the inputs to that tool.
75. How do you make sure retirees enroll in an individual plan?

Implementation and Account Management

76. Will an account manager be assigned to Henrico County? Please provide name and biography of the individual.
77. Provide an organization chart of your proposed account team.
78. Describe your experience with taking over a client with an existing retiree exchange. What has been your experience with transitioning existing retiree coverage?
79. Please provide a detailed implementation schedule including specific activities, target dates, data requirements, and responsibilities assuming a 1/1/20 effective date of coverage.
80. What changes in the account management structure or personnel occur as we move from program implementation to ongoing support?
81. Describe the support you provide for on-site retiree meetings. Are there any limits on the number of meetings that you will support or requirements on the number of attendees?
82. Please list and describe the standard reports that you will provide to Henrico. Are these reports available on-line? What is the frequency of report updates?
83. Please attach a copy of the performance guarantees you are offering to Henrico County.

**ATTACHMENT F
HIPAA BUSINESS ASSOCIATE AGREEMENT**

WHEREAS, the County of Henrico (the “County”) and _____ (“Business Associate”) entered into a contract on _____ for the performance of _____ (the “Contract”); and

WHEREAS, the County is a hybrid entity including covered health care components and internal business associates under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the American Recovery and Reinvestment Act of 2009 (“ARRA”), Title XIII of ARRA, the Health Information Technology for Economic and Clinical Health Act (“HITECH”) Subtitle D; and

WHEREAS, HIPAA, HITECH, and the implementing regulations have established Privacy and Security Standards (the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. §§ 160 and 164); and

WHEREAS, Business Associate is directly subject to HIPAA, Title XIII of ARRA, and amendments thereto, and HITECH Subtitle D, and all related rules and regulations in effect and any amendments thereto; and

WHEREAS, Business Associate may receive from the County and use and/or disclose records that include information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual (Protected Health Information, “PHI”); and

WHEREAS, the Privacy and Security Standards require a Business Associate Agreement to ensure that PHI is adequately safeguarded as part of the Contract provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Business Associate Agreement (“BAA”) and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the County and Business Associate agree as follows:

I. DEFINITIONS

The following terms used in this BAA have the same meaning as those terms in the Privacy and Security Standards: Breach, Business Associate, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Subcontractor, and Use.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. Permitted Uses and Disclosure of PHI. Business Associate’s activities for and/or on behalf of the County may involve the use and/or disclosure of PHI. Business Associate will use and/or disclose PHI only to the extent necessary to perform its duties and

obligations to the County or as otherwise required by law. Business Associate may permit the use of PHI by third parties, including its employees, contractors, agents, or other representatives, only to the extent directly related to and necessary for the performance of its duties and obligations to the County as required by the Contract or as otherwise permitted by law. Business Associate and its agents or subcontractors will only request, use and disclose the minimum PHI necessary to perform its duties and obligations in accordance with HIPAA, the HIPAA Regulations, and HITECH.

2. Safeguards Against Misuse of Information.

- a. Business Associate will use appropriate and reasonable safeguards to maintain the security of and prevent the improper use or disclosure of PHI.
- b. Business Associate will comply with 45 C.F.R. §§ 160.302 *et seq.* in utilizing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, as that term is defined in 45 C.F.R. § 160.103, that it creates, receives, maintains or transmits on behalf of the County.
- c. Business Associate will train employees in information security, designating a security officer, conducting an information risk analysis, and developing a risk management remediation plan.
- d. Business Associate will abide by the prohibitions under the ARRA regarding the sale and marketing of PHI.
- e. Business Associate will comply with any other conditions that the Secretary of the Department Health and Human Services requires with respect to electronic PHI.

3. Reporting Breaches and Other Security Incidents and Mitigation of Effect.

- a. Business Associate will promptly report to the County: (1) any use or disclosure of PHI not authorized by the Contract of which it becomes aware; and (2) any “security incident,” as defined by 45 C.F.R. § 164.304, of which it becomes aware. Business Associate will take reasonable steps to cure any such security incident and implement procedures for mitigating the harmful effects from any such security compromise. Business Associate will report the measures it took to mitigate any security compromise that may have occurred and shall report any data loss or other information system compromise as a result of the incident.
- b. In the event of a breach of unsecured PHI as defined in 45 C.F.R. § 164.410, Business Associate will comply with the breach notification requirements of 45 C.F.R. § 164.410 and notify the County without reasonable delay, and no later than two (2) business days of when Business Associate becomes aware of a breach. Notification of security incidents will include the identity of each individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed inappropriately during such breach. Notifications will contain any other such information as Business Associate reasonably believes is required for the County to further investigate. Business Associate will also provide such

assistance and further information as reasonably requested by the County in meeting its responsibility to notify all individuals affected, as detailed in 45 C.F.R. § 164.404.

4. Use and Disclosure of PHI by Subcontractors and Agents.
 - a. Business Associate will require any subcontractor or agent that is authorized to review, use or disclose PHI obtained by Business Associate from the County, to agree in writing to adhere to the same restrictions, conditions, and requirements regarding the use and disclosure of PHI and safeguarding of PHI that apply to Business Associate.
 - b. Business Associate will ensure that any subcontractor or agent to whom it provides electronic PHI that was created, received, maintained or transmitted on behalf of the County agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of the electronic PHI.
5. Access to Information. Throughout the term of this BAA, Business Associate will make available to the County all PHI provided to Business Associate by the County for so long as such information is maintained. Upon written request from the County, Business Associate will make an individual's PHI available to the County within fifteen (15) days of an individual's request for such information as notified by the County. In the event that the requesting individual's PHI is neither maintained nor accessible on site by the County or the Business Associate, the extended timeframe set forth in 45 C.F.R. § 164.504(3)(2)(iii)(C) will be available for Business Associate to respond to the County's request. In the event any individual requests access to County-provided PHI directly from Business Associate, Business Associate shall forward such request to the County. Any denials of access to PHI requested shall be the responsibility of the County. Business Associate shall further conform with and meet all the requirements of 45 C.F.R. § 164.524.
6. Availability of PHI for Amendment. Upon receipt of a request from the County to update PHI for an individual, Business Associate will incorporate any such amendment into its records within thirty (30) days of the request or as may be required by 45 C.F.R. § 164.526. If Business Associate receives a request from an individual for an amendment to County-provided PHI, Business Associate shall forward such request directly to the County. Any review and consideration of a requested amendment shall be the responsibility of the County.
7. Accounting of Disclosures. Upon request from the County, Business Associate will make available to the County such information as is in Business Associate's possession and is required for the County to make an accounting as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate will forward such request to the County as soon as practicable. It shall be the County's responsibility to prepare and deliver any such accounting requested. Business Associate will maintain an appropriate record keeping process to enable it to comply with the requirements of this Section.
8. Use and Disclosures for Business Associate's Purposes.

- a. Business Associate will only use or disclose PHI to the minimum necessary to carry out its duties and obligations under the Contract or as required by law. Business Associate may not use or disclose PHI in a manner that would violate 45 C.F.R. § 164.500 *et seq.*
 - b. Business Associate may disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be sued or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
9. Availability of Books and Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the County available to the County and the Secretary of the Department of Health and Human Services for purposes of monitoring compliance with the Privacy and Security Standards.
 10. Indemnification. Business Associate will indemnify and defend the County, its agents, representatives, and employees from any claims, demands, losses, or liabilities including attorney's fees arising out of or related to Business Associate's breach or alleged breach of the terms of this BAA by Business Associate or any agent or subcontractor of Business Associate.
 11. Compliance with Requirements. To the extent the Business Associate is to carry out one or more of the obligations of the County under 45 C.F.R. § 164.500 *et seq.*, Business Associate will comply with the requirements that apply to the County in the performance of such obligations.

III. OBLIGATIONS OF THE COUNTY

1. Notice of Privacy Practices. The County will notify Business Associate of any limitation in its Notice of Privacy Practices, which the County, or any of its departments, provides or makes available to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Restrictions on Disclosures. If applicable to Business Associate, the County will notify Business Associate as soon as practicable of any request for restrictions by an individual of the use or disclosure of the individual's PHI that the County has agreed to accept. The County will also notify Business Associate, if applicable, of any changes in, withdrawal, or revocation of any authorization or other permissions(s) granted the County by an individual for the use and disclosure of the individual's PHI.
3. Impermissible Requests. The County will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Standards if done by the County. Nothing in this section shall preclude Business

Associate from using or disclosing PHI for its management and administrative activities as provided in Section II.8 above.

IV. MISCELLANEOUS

1. Term. This BAA will remain in effect for the term of the Contract between the County and the Business Associate, including any extensions or renewals thereof.
2. Termination for Cause. Upon the County's knowledge of a material breach by Business Associate, the County will provide Business Associate an opportunity to cure the breach or end the violation. The County may terminate the Contract: (a) immediately if Business Associate has breached a material term and cure is not possible; or (b) upon Business Associate's failure to cure the breach or end the violation within the time specified by the County.
3. Effect of Termination.
 - a. Except as provided in paragraph b of this section, upon termination of this BAA for any reason, Business Associate will return or destroy all PHI received from the County, or created or received by Business Associate on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will not retain copies, including electronic copies, of the PHI.
 - b. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide the County notification of the conditions that make return or destruction infeasible and extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
4. Amendments. This BAA, and any provision thereof, may be amended, modified or deleted by written agreement of the parties. The parties may amend this BAA from time to time as necessary for the County and Business Associate to comply with the Privacy or Security Standards and all other applicable laws or regulations.
5. Survival. The respective rights and obligations of Business Associate and the County survive termination of this BAA and any underlying Contract.
6. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Standards. Any ambiguities in this BAA will be resolved in favor of a meaning that complies with the Privacy and Security Standards.
7. Governing Law and Venue. This BAA is governed by applicable federal laws and the laws of the Commonwealth of Virginia without regard to laws relating to choice of law or conflicts of law. Exclusive venue for any dispute arising hereunder will be resolved in the Circuit Court of the County of Henrico, Virginia.

8. Coordination of Documents. In the event of a conflict between a provision of this BAA and the Contract, the provisions of this BAA will control.
9. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery services with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Notices will be sent to the address below:

To Covered Entity: Brandon Hinton, Privacy Officer
County of Henrico
4301 E. Parham Road
P.O. Box 90775
Henrico, Virginia 23273-0775
Facsimile: (804) 501-4162

To Business Associate: **Insert info**

IN WITNESS WHEREOF, the parties hereto have signed this Business Associate Agreement.

Name of Company

County of Henrico

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT G

PRICING SCHEDULE

Fees

Complete the table below. Itemize all proposed fees for implementation, communications and ongoing administration. Please add additional rows if necessary. Outline all services that are included in the fees.

TYPE OF FEE	COST PER MEMBER PER MONTH	ANNUAL EXPENSE	EXPLANATION OF FEE
Implementation	\$	\$	
Communication	\$	\$	
Administration	\$	\$	
Health Reimbursement Account Administration	\$	\$	
Other _____	\$	\$	
Other _____	\$	\$	

1. Are implementation fees charged one-time only or annually?
2. Are you proposing an implementation fee that applies to the retiree and an implementation fee that applies to Henrico County or are you proposing one implementation fee to cover both?