



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Department of Finance and Procurement

Division of Procurement

P.O. Box 7000, Leesburg, Virginia 20177

Physical Address: 1 Harrison Street, S.E., 4<sup>th</sup> Floor, Leesburg, Virginia 20175

October 19, 2016

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 466

The following changes and/or additions shall be made to the original Request for Proposal (RFP) RFQ 466 for Specialty Services for Infants and Toddlers. Please acknowledge receipt of this addendum by signing and returning with your proposal.

1. Section 9.1.B. shall be deleted in its entirety and replaced as follows:

Offeror shall provide a copy of their current license illustrating their eligibility to deliver the services identified in their proposal in the Commonwealth of Virginia.

2. Section 11.0 Proposal Submission Forms shall be deleted in its entirety and replaced with the attached revised document.
3. The Business Associate Agreement on page 36 shall be deleted in its entirety and replaced with the attached revised document.
4. Attached are the questions and answers received during the Pre-Proposal Conference.

Prepared By: s/ *Diane C. Smith* \_\_\_\_\_ Date: October 19, 2016

Acknowledged By: \_\_\_\_\_ Date: \_\_\_\_\_

## QUESTIONS AND ANSWERS

Q1. What date is the proposal due?

**A.1. The initial response to the RFP is due on November 4, 2016. Subsequent responses will be accepted on an ongoing basis.**

Q2. In Section 4.1 of the RFP, it addresses demonstrating experience. Where will the offerors capture this information?

**A2. This information should be contained in the offeror's curriculum vitae.**

Q3. In Section 4.2 of the RFP, it addresses references. Do the references have to be firms?

**A3. The references provided in the response can be firms or individual families.**

Q4. How is an offeror able to express exceptions to Section 7.0 Terms and Conditions, i.e., insurance, etc.?

**A4. Section 9.5 of RFP provides the option for firms to list deviations to Section 7.0.**

Q5. In Section 7.2 of the RFP, it states the Term will begin on January 1, 2017. If the offeror is not available for service on that date, how should this be addressed?

**Q5. The offeror should address readiness in the response to the solicitation and discuss any special circumstances preventing availability.**

Q6. Section 9.4 of the RFP requests a "Detailed budget breakdown showing each item, amount expected from the County, and other funding sources". How should this information should be conveyed?

**A6. Each offeror should provide the their direct and indirect expenses, i.e., insurance, transportation, subcontractors, communication services, etc.**

Q7. How is the hourly rate calculated?

**A7. The offeror will determine the value of their services and indicate that information in Section 11.0.**

Q8. Is there a minimum number of hours required by the County for the offeror to be selected for these services?

**A8. During the evaluation process, the County will determine if the hours proposed by the offeror are sufficient to accomplish the County's requirements.**



Loudoun County, Virginia

Division of Procurement  
P.O. Box 7000, Leesburg, VA 20177  
Physical Address: 1 Harrison Street, 4th Floor, Leesburg, Virginia 20175

**11.0 SPECIALTY SERVICES FOR INFANTS AND TODDLER  
PROPOSAL SUBMISSION FORMS**

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 466 for the price as stated in the price proposal.

**PRICING INFORMATION:**

**Hourly Rate: \$** \_\_\_\_\_

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM: INCLUDED: (X)

1. W-9 Form: \_\_\_\_\_

2. Certificate of Insurance: \_\_\_\_\_

3. Addenda, if any (Informality): \_\_\_\_\_

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (10.2).

ITEM: INCLUDED: (X)

1. Addenda, if any: \_\_\_\_\_

2. Payment Terms: \_\_\_\_\_ net 30 or \_\_\_\_\_ Other

3. Proof of Authority to Transact Business in Virginia Form: \_\_\_\_\_

4. Minimum Qualification Documentation: \_\_\_\_\_

- 5. References \_\_\_\_\_
- 6. Business Associate Agreement \_\_\_\_\_

Person to contact regarding this proposal: \_\_\_\_\_

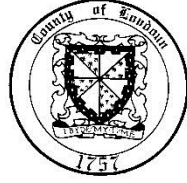
Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of person authorized to bind the Firm (9.5): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



## COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the \_\_\_\_\_ of \_\_\_\_\_, 201\_\_ by and between the County of Loudoun, Virginia (herein referred to as “Covered Entity” or “County”) and **Entity name:** \_\_\_\_\_ (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of **January 1, 2017**.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Mental Health, Substance Abuse and Developmental Services** as a **health care component** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

### **1. Definitions:**

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.

- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.
- (c) HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

**2. Obligations and Activities of Business Associate:**

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (d) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware.
- (e) Business Associate agrees that in the event of a breach to provide the County within 10 calendar days of discovery of the breach with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached. Business Associate agrees to provide all other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (f) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (g) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- (h) Business Associate agrees to make available protected health information in a designated record set to the County as necessary to satisfy the County's obligations under 45 CFR §164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1). Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within 5 calendar days.
- (i) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or individual's designee's request to amend information in a designated record set to the County within 5 calendar days.
- (j) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days.
- (k) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (l) Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.

**3. Permitted Uses and Disclosures by Business Associate:**

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County (Enter functions Business Associate will provide) provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements:
  - (i) Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
  - (ii) Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.



- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.
- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

**4. Term:**

- (a) Term: This BA Agreement shall be effective as of **(Enter date of BA Agreement)** and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

**5. Termination:**

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either
  - i) provide an opportunity for Business Associate to cure the violation, or
  - ii) terminate this BA Agreement.
- (b) Obligation of Business Associate Upon Termination:
  - (i) Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:
    - (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
    - (b) Return to the County the remaining protected health information;
    - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retracts the protected health information;
    - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under Permitted Uses and Disclosures by Business Associate which applied prior to termination; and

- (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

**6. Miscellaneous:**

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.
- (c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
<b>Entity Name</b>	<b>Department of Mental Health, Substance Abuse and Developmental Services</b>
<b>Address</b>	<b>906 Trailview Boulevard, S.E.</b>
<b>Address</b>	<b>Suite C</b>
<b>Phone number</b>	<b>(703) 777-0573</b>
<b>Contact name</b>	<b>Johanna Van Doren-Jackson</b>

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name [ \_\_\_\_\_ ]

Title: \_\_\_\_\_

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Margaret Graham**

Title: Director, MHSADS

\*\*Original retained at the Procurement Office  
 Copy to **Department of Mental Health, Substance Abuse and Developmental Services**