

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
#1 COURT HOUSE PLAZA, SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: DELTA DENTAL OF VIRGINIA
4818 STARKEY ROAD
ROANOKE, VA 24018

DATE ISSUED: November 4, 2014
CURRENT REFERENCE NO: 719-13-2
CONTRACT TITLE: HEALTH PLANS/DENTAL
PRIOR REFERENCE NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on OCTOBER 6, 2014. The contract term covered by this Notice of Award is effective JULY 1, 2014 and expires on JUNE 30, 2017.

This is the FIRST year award notice of a possible SEVEN year contract.

The contract documents consist of the terms, conditions, and specifications of Request for Proposal No. 719-13 and the bid of the Contractor, incorporated herein by reference.

The contract documents consist of the terms and conditions of Agreement No. 719-13-2, including any exhibits, attached or amendments thereto

CONTRACT PRICING:

- 1) REFER TO AGREEMENT NO. 719-13-2 (ATTACHED)

ATTACHMENTS:

AGREEMENT NO. 719-13-2

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: PETER V. DAVIES, II VENDOR TEL. NO.: 540-989-8000
VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR FAX. NO.: 540-774-7574
EMAIL ADDRESS: N/A
COUNTY CONTACT: KRISTIN YOUNG CONTACT NO.: 703-228-3485

CONTRACT AUTHORIZATION

DISTRIBUTION


RICHARD D. WARREN, JR. CPPB
Purchasing Agent

11/4/14
DATE

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 719-13-2

THIS AGREEMENT is made, on the date of execution by the County, between Delta Dental of Virginia, 4818 Starkey Road, Roanoke, Virginia 24018 ("Contractor"), a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- This Agreement;
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing and Performance Guarantees
- Exhibit C – Plan Design
- Exhibit D – Response to RFP (General Questions & Dental Technical Questions)
- Exhibit E – HIPAA Business Associate Agreement
- Exhibit F – Metropolitan Washington Council of Governments Rider Clause

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the party's agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide comprehensive dental services for Arlington County active, pre-Medicare and Medicare retirees, and their eligible dependents. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

The Work shall commence on July 1, 2014, and shall be completed no later than June 30, 2017 (Contract Term), and may be extended on an annual basis from July 1 to June 30 for up to four (4) separate twelve months periods (each known as a Subsequent Contract Term), through June 30, 2021, subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

4. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

5. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

8. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates unless otherwise agreed by the parties in writing.

9. REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

13. PROJECT STAFF

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

14. BACKGROUND CHECK

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County. Prior to commencing work related to this Agreement, such employee or subcontractor shall provide required background check forms and undergo fingerprinting.

This also includes any subcontractors the Contractor uses under the Contract.

15. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related 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.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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.

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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

19. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors 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 program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal

Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be 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 Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

20. WARRANTY

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

21. UNSATISFACTORY WORK

If any of the work done, or material or equipment provided by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

22. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project

Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

23. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

24. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this

Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

27. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, personal health information, claims information and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any

other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

28. DATA SECURITY AND PROTECTION

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Contract, "County Information" (also referred to as "County Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- a. **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision.
- b. **Data Protection.** The Contractor agrees that it will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- c. **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County's Chief Information Security Officer or designee.
- d. **Security Requirements.** The Contractor shall maintain industry standard anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above

standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County's Chief Information Security Officer or designee. The downloading of County information onto laptops or other portable storage medium is prohibited without the express written authorization of the County's Chief Information Security Officer or designee.

- e. **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.
- f. **Notification of Security Incidents.** The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.
- g. **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan/s.

29. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

30. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

31. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

32. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract

entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

33. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

34. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

35. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

36. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

37. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

38. AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

39. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

40. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

41. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

42. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

43. NONEXCLUSIVITY OF REMEDIES

The County must provide at least 30 days' notice to the Contractor before bringing any action at law or in equity against the Contractor, its officers, employees, agents or representatives. This advance notice must specify the cause of action.

44. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

45. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

46. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

47. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

48. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

49. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

50. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Duncan Sheils, Director of Sales & Account Management
4860 Cox Road, Suite 130
Glen Allen, VA 23060

AND

Melissa Kirsch, Senior Account Executive
4938 Hampden Lane #122
Bethesda, MA 20814

TO THE COUNTY:

Kristin L. Young, Project Officer
2100 Clarendon Blvd, Suite S11
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Healthcare Liability – The Contractor shall ensure that its network providers will maintain professional malpractice dental liability insurance coverage in accordance with its standard credentialing and re-credentialing policies and procedures
- d. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- e. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- f. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insured's on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage is submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

51. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>

52. HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an Arlington County Business Associate Agreement, Exhibit E. If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington County's Business Associate Agreement and in a form approved by the County. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors and for the failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH, and shall indemnify County for any and all loss, damages, liability, exposure, or costs resulting therefrom.

53. ADA COMPLIANCE

Compliance with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

- b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.
- c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.
- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DELTA DENTAL OF VIRGINIA

AUTHORIZED
SIGNATURE:

NAME: RICHARD D. WARREN
TITLE: PURCHASING AGENT

AUTHORIZED
SIGNATURE:

NAME: PETER V. DAVIES, II
TITLE: SENIOR VICE PRESIDENT AND
CHIEF OPERATING OFFICER

DATE:

10/31/14

DATE:

October 6, 2014

AGREEMENT 719-13-2
EXHIBIT A

SCOPE OF WORK

Delta Dental of Virginia agrees to provide the following comprehensive dental services for Arlington County active, pre-Medicare and Medicare retirees and their eligible dependents. The following is a listing of services covered by this Agreement, identifying individual services included in the Contract Rates identified in Exhibit B, and identifying additional charge(s), if applicable. Unless otherwise specified, all services are included in the Contract Pricing (Exhibit B).

General Description

The County estimates this Contract will cover approximately 5,500 employees and retirees.

The Contractor shall provide comprehensive dental services for Arlington County active, pre-Medicare and Medicare retirees and their eligible dependents.

This Agreement is for a self-insured group dental plan arrangement with the Contractor providing Administrative Services Only (ASO).

The County's Plan Year for dental services to members shall be from July 1 to June 30th. The Contractor shall provide insurance coverage to enrolled members of the County's Plan in accordance with Exhibit C Plan Design.

Participation Requirement: Assumes 80% of eligible employees and dependents. No minimum level is required.

The Contractor shall be the sole provider of the employer-sponsored dental plan offered to Arlington County Government employees and retirees.

The following tasks describe the Scope of Work for administering the County's dental plan services:

Task 1 Account and Data Management

Task 2: Network access, management and administrative activities

Task 3: Reporting/Analysis

Task 4: Claims review and processing

Task 5: Customer and Member Services

Portions of the Contractor's response to the Request for Proposal (provided as Exhibit D) are incorporated into this Scope of Services. If any response or provision in Exhibit D conflicts with another section of this Agreement, then the other section shall supersede Exhibit D.

The County may add or make changes to the Scope of Work. The County may add services of a similar nature to those specified in this Agreement that the County and the Contractor have mutually agreed to and at a price mutually agreed upon as evidenced by a written amendment to the Contract.

Task 1: Account and Data Management

General

- Provide a dedicated Senior Account Manager and Claims/Enrollment Representative for dental plan. The County and the Contractor shall mutually agree upon the Senior Account Manager(s) and Claims/Enrollment Representative(s) assigned to administer the County's Plan.

Management Information and Analysis

- Ongoing review and analysis of new and revised legislation and regulations impacting the dental care industry and the County's plan

- Assist the County in ensuring its dental plan complies with HIPPA, the Affordable Care Act and other new/changed state and federal laws, standards and regulations
- Provide information and recommendations concerning plan management options resulting from changes in dental care opportunities and potential plan design options
- Quarterly review and analysis of plan, program utilization, and costs. Provide recommendations, including but not limited to, regarding products, education and outreach efforts, and plan design changes to the County to improve effective utilization and to manage costs of the plan. Quantify fiscal impact of all proposed recommendations.

Eligibility and Enrollment

- Establish and maintain electronic eligibility files; provide online access to eligibility lists/reports for County Benefits staff
- Receive electronic files for active employees and their dependents and application forms for retired employees and their dependents ensuring enrollment data is current and accurate
- Conduct quarterly eligibility audit and assist with eligibility reconciliation by providing weekly error reports to County Benefits staff and online access to eligibility reports specific to the County.

Financial Services

- Provide on-line account management access for County Benefits staff
- Provide secure, on-line access to invoices for monthly administrative service fees and for claims expense
- Provide overall program accounting and year-end financial accounting within 60 days of the end of the plan year

Financial Analysis

- Upon request from the County Benefits staff, produce claim projections for future fiscal year(s) to assist the County in budget development
- Upon request from the County Benefits staff, project cost impact for proposed benefit design changes for future fiscal year(s)
- Upon request from the County Benefits staff, project conventional premium equivalent rates for future fiscal year(s) to assist the County in budget development
- Provide annual IBNR reserve estimates within 60 days of the end of the plan year.

Task 2: Network Access, Management and Administrative Activities

- Maintain provider credentialing and re-credentialing process, quality assurance program, customer satisfaction program, and customer complaint tracking as stated in Exhibit D (Technical Questionnaire, Section III, Dental Management Capabilities) as tools for monitoring and maintaining the dental provider network.
- Provide all contract administration associated with maintaining a network of dental providers
- Maintain a current directory of network providers that is available to members, both on-line and in hardcopy
- Provide access to a national network(s) of dentists for the purpose of providing dental care services to participants in the plan.
- Maintain a national network to ensure that County's network utilization does not drop below 70% during any one plan year.

Task 3: Reporting/Analysis

Provide County Benefits staff with access to an on-line reporting system including but not limited to the following reports and/or reporting tools:

- Utilization Costs and Trend Reports
- Dental trend drivers and solutions
- Membership utilization reporting

- Enrollment reports
- Financial reports such as claims summaries, claims incurred, claims paid, cost containment
- Provide ad hoc reports upon request from County Benefits staff

Task 4: Claims Review and Processing

Claims Processing

- Review, process, validate and adjudicate Claims for services; process claim in accordance with the Performance Guarantees stated in Exhibit B
- Provide accurate calculation of benefits and claim payment preparation in accordance with the Performance Guarantees stated in Exhibit B.
- Prepare standard claim forms for issuance to Plan members
- Coordinate benefits (COB) administration for all claims
- Administer coordination of benefits and third-party subrogation
- Provide investigation of claim disputes and/or appeals within 45 days of receiving appeal
- Provide electronic and hard copy Explanation of Benefit ("EOB") statements directly to members and/or providers
- Notify claimants of rejected claims and the reason for the rejection within 45 days of claim receipt

Providers and claims

- Determine the reasonableness, appropriateness, accuracy, and applicability of all provider bills
- Discuss claims with providers of dental services
- Provide cost containment recommendations to County Benefit staff on a quarterly basis
- Perform internal audits of claim payments
- Apply claim control procedures to eliminate duplicate invoices, to prevent payment of non-covered services, and to reduce errors.

Task 5: Customer and Member Services

Customer Service

- Establish and maintain a Member Service Call Center Monday to Thursday 8:15 am to 6:00 pm EST and Friday 8:15 am to 4:45 pm
- Maintain a responsive multi-lingual customer service unit, knowledgeable of County plans, to respond to member inquiries
- Maintain a toll-free access to Member Service Call Center with TTD or TTY services for hearing impaired members
- Provide a secure web site for Arlington County members to view plan details, print temporary cards, and review personal information, claims information, access dental care and maintenance education materials, and other relevant service information
- Provide plan members with online access to cost estimator for dental services

Member Education and Information materials

- Provide electronic versions of educational materials concerning dental care and maintenance for use during the County's Open Enrollment and on the County's intranet site
- Provide communication and educational materials in English and Spanish
- Before the start of the County's Open Enrollment, provide electronic Summary of Plan and Summary of Benefits and Coverage to County Benefits staff for each plan year which comply with all federal regulations
- Attend a minimum of 5 annual County Open Enrollment meetings and up to 2 periodic Benefit Fairs
- Provide targeted outreach to members or groups of members identified by the County as needing additional information or education regarding dental benefits. If requested by the County, the cost of the targeted outreach shall be mutually agreed upon between the County and the Contractor. This work is additional to contract pricing and is not included in the ASO pricing.

Member Identification Cards

- Provide Member Identification Cards which include at least the following information:
 - Group Name and Number
 - Subscriber Name and ID Number
 - Effective Date
 - Plan Name
 - Member Services Phone Number(s)
 - Member Services Web Address
 - Plan Co-Pays
 - Claim submission Address and Electronic claims payor ID (or equivalent)

Member Protected Health Information

- Respond timely to requests from employees and dependents for access, amendment and accounting of Protected Health Information
- Respond to requests for restrictions and alternative communications as required under Federal HIPAA law and regulations pursuant to terms set out in this Agreement and its Exhibits

Plan Claim Audits, Record Retention and Review

- a. The County has the right to perform a claim audit of Plan benefits administered by Contractor pursuant to the following terms. Upon forty-five (45) days' advance written request, all documents relating to the payment of claims shall be made available to the County for its audit or inspection during regular business hours at the place or places of business where it is maintained by Contractor. Any audit shall be limited to reviewing claims two years prior to the date of the claim audit. The County retains sole discretion of any selection of any third-party auditor that the County retains to perform and audit. The County is entitled to one (1) audit per each Plan year at no cost.

Each audit permitted shall be limited to a review of not more than 225 claims paid during the time frames identified above. Moreover, any additional audits or requests to review more than 225 claims during an audit will be subject to a charge mutually agreed upon by and between County and Contractor.

Any release of confidential records or information to the County or its designee shall be made subject to the HIPAA Business Associate Agreement included in Exhibit E.

County will include in any contract with an auditor that the auditor shall ensure that any designee or other third party who will have access to such confidential records or information executes such documentation required by Contractor to effectuate the purpose of this section. No information shall be furnished in the absence of such documentation of a substantially compliant contract provision.

Upon termination of this Agreement, claim information, data and documentation shall be furnished to County at no cost.

If erroneous claim payments are identified in an audit, no overpayment recovery shall be pursued based upon statistical projections or extrapolations of actual errors. Overpayment recovery will be the responsibility of the Contractor and will be based on actual audit results. Any recoveries will be paid as a separate check to the County (as opposed to a credit against future claims) within 60 days of identifying the error.

- b. County will have no interest in, nor shall Contractor have any obligation to provide to County any claim or payment data recorded for or otherwise integrated into Contractor's data processing systems during the ordinary course of business (provided, however, that claim or payment data will be available to County pursuant to this Section), any information which Contractor reasonably deems to be proprietary in nature or any information which Contractor reasonably believes it cannot divulge due to applicable

state and/or federal privacy restrictions but only to the extent that this provision does not adversely affect the County's right to audit/s and the results thereof.

- c. All data and records shall be maintained by Contractor as required by all applicable laws.
- d. If, upon the written request by County, Contractor agrees to provide certain of its proprietary information including, but not limited to, information about Contractor's arrangements with dental care providers ("Proprietary Information") to County's designee(s), County agrees that the Proprietary Information will be kept confidential and will be used solely for the purpose of satisfying County's responsibilities with respect to the administration of the Plan as identified in its request to the extent that it does not conflict with the Virginia Freedom of Information Act.
- e. The obligations set forth in this section shall survive termination of the Agreement.

Service upon Termination of Agreement

Following termination of this Agreement for any reason other than for non-payment of services by the County, or upon termination of eligibility of a Plan participant(s), or upon termination of a benefit option, Contractor shall continue for a period of twelve (12) months to timely administer all claims for participants that were incurred prior to termination. No additional charge shall be assessed for this service.

At the termination of the applicable run-out period, or the termination of this Contract, whichever occurs later, the Contractor shall promptly make all information, records and data relating to such claims in process reasonably available to the County in a County approved form and format.

With respect to all other claims, following termination of this Agreement for any reason other than for non-payment of services by the County, or upon termination of eligibility of a Plan participant(s), or upon termination of a benefit option, Contractor shall cease the processing of all such claims then in its possession and make all records relating to claims in process available to the County in a County approved form and format. This obligation shall not require Contractor to provide to County or any other party proprietary information unless such information is reasonably required to administer the Plan or process claims by the County or any follow-on or subsequent contractor which in such case the confidentiality requirements herein shall continue to apply.

AGREEMENT 719-13-2

EXHIBIT B

CONTRACT PRICING AND PERFORMANCE GUARANTEES

1. Pricing – Administrative Services Only (ASO) Fees

The following ASO fees are per employee per month (PEPM) and include, but are not limited to, the provision of the services and processes described in Exhibits A and C.

Initial Contract Term

1st Plan Year: \$3.10 PEPM (7/1/2014 – 6/30/2015)

2nd Plan Year: \$3.10 PEPM (7/1/2015 – 6/30/2016)

3rd Plan Year: \$3.10 PEPM (7/1/2016 – 6/30/2017)

Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amended Notice of Award of Contract, authorize continued operations of the Contractor under the same contract terms for not more than four (4) additional twelve (12) month periods from July 1 to June 30 (each period is referred to as a "Subsequent Contract Term").

Contractor guarantees that the ASO fees for Subsequent Contract Terms (years' four through seven) will not increase by more than 3% assuming there are no plan or eligibility changes.

Contractor will advise County of proposed ASO fee for each Subsequent Contract Term in November of the year preceding July implementation (i.e. by November 1, 2017 for July 1, 2018 implementation, etc.). ASO fees will be negotiated between the parties for each Subsequent Contract Term

2. Performance Guarantees

Network Savings

Delta Dental guarantees that the network savings in total will be at least 25% of total approved charges for **active employee claims only** (including their dependents), as measured by a group-specific Network Savings report designed specifically for Arlington County Government.

If the target is not met, Delta Dental will refund the difference to Arlington County Government, not to exceed \$20,000. We will calculate the network savings for Arlington County Government Active employees using our group-specific Network Savings report within 60 days of the end of the plan year.

Delta Dental reserves the right to revise this guarantee if the Active employee enrollment varies by 15% or more.

Performance Guarantees*

Delta Dental's Guarantee of Service Excellence

Performance Requirement	Description	Guarantee	Penalties
Customer Service			
Phone Access	Speed of human response to all Customer Service calls	All Customer Service calls answered in less than 25 seconds	2% of fees
Abandonment Rate	Number of Customer Service calls abandoned	Less than 2% lost call rate	2% of fees
Written Inquiries	Speed of resolution to written inquiries on post service claims	Written inquiries not requiring additional information answered in less than 7 business days	2% of fees
Claims Administration			
Claim Accuracy	Claims with no data entry or payment errors	97% processing accuracy; 99% financial accuracy	2% of fees
Claim Turnaround Time	Speed of claim processing	90% of all claims processed within 15 calendar days; 99% within 30 days	2% of fees
Eligibility/ID Cards			
Eligibility Data	Speed of eligibility data entry and corrections (requires electronic eligibility process)	Electronic files loaded and available within 2 business days of receipt of clean data	2% of fees
Mailing ID Cards	Speed of printing and mailing ID cards	ID cards will be mailed within 7 business days after eligibility data loaded into system	2% of fees
Data Reporting			
Reporting	Standard and Custom reports	Standard reports sent within 30 days of due dates; custom reports sent on mutually agreed schedule	2% of fees
Account Management			
Implementation	Satisfactory completion of the implementation process	Delta Dental responsibilities on implementation schedule completed on time	N/A Incumbent
Account Management	Satisfactory ongoing account management	Measurement to be jointly determined	2% of fees
Satisfaction			
Customer Satisfaction Survey	Percentage of employees surveyed who are satisfied or very satisfied	90% of all satisfaction survey responses will be positive	2% of fees

*All performance guarantees will be reported on a quarterly basis as a quarterly average. If a guarantee is not met for the quarter, a penalty will apply for each month in that quarter for a guarantee that was not met. The maximum will be 20% of all administrative fees. All guarantees, with the exception of claim turnaround time, will be measured using Delta Dental of Virginia's complete book of business. The administrative fee will be based on net ASO fees. The Contractor shall issue a separate payment to the County for the total penalty assessed if performance guarantees are not met within 60 days of the end of the quarter.

**AGREEMENT 719-13-2
EXHIBIT C**

PLAN DESIGN

**Benefits for Arlington County Government Group Number: 6289
Effective Date: July 1, 2014**

This provides a brief description of important features of the Delta Dental PPO plus Premier dental program.

Coverage offered: **Delta Dental PPO plus Premier.**

Eligibility of Newly Hired Employees: The first day following employment.

Plan Benefit Design	Plan Differential			General Plan information
	in-Network*		Out-of-Network*	
	PPO	Premier		
Annual Deductible	\$55	\$55	\$55	Limit of 2 per family per calendar year
Annual Benefit Maximum	\$1,500	\$1,500	\$1,500	Per enrollee, per calendar year
Orthodontic Lifetime Maximum	\$1,250	\$1,250	\$1,250	Per eligible covered dependent child(ren)
*The amounts listed under the Plan Differential are the deductible and maximum benefits permitted. The in-network and out-of-network deductibles and maximums are not separate and amounts applied to one will apply to the other.				

Covered Benefits and Coinsurance				
(Delta Dental will pay the stated percentage of the plan allowance based on the dentist's participation with Delta Dental.)				
<u>Coverage</u>	<u>In-Network*</u>		<u>Out-of-Network*</u>	<u>Benefit Limitations</u>
	<u>PPO</u>	<u>Premier</u>		
Diagnostic and Preventive Care	%	%	%	<i>(These services are exempt from the deductible)</i>
<ul style="list-style-type: none"> – Oral exams and cleanings – Fluoride applications – Bitewing X-rays – Full mouth/panelpipse X-rays – Sealants – Space maintainers – Consultation Services 				<p>Twice each in a calendar year. Regular and periodontal cleanings are limited to four in a calendar year (maximum of 2 regular cleanings).</p> <p>Twice each calendar year, for dependents under the age of 19.</p> <p>Bitewing X-rays are limited to twice in a calendar year limited to a maximum of 4 films or a set (7-8 films) of vertical bitewings.</p> <p>Limited to once in a 3-year period.</p> <p>Only for non-carious, non restored 1st and 2nd permanent molars for dependents under age 16, one application per tooth.</p> <p>Once per lifetime for dependents under the age of 14.</p> <p>One consultation per consultation per consultant (other than the attending dentist per calendar year)</p>

Covered Benefits and Coinsurance				
(Delta Dental will pay the stated percentage of the plan allowance based on the dentist's participation with Delta Dental.)				
<u>Coverage</u>	<u>In-Network*</u>		<u>Out-of-Network</u>	<u>Benefit Limitations</u>
	<u>PPO</u>	<u>Premier</u>		
Basic Dental Care	%	%	%	(Deductible Applies)
<ul style="list-style-type: none"> – Amalgam (silver) and composite (white) fillings – Stainless steel crowns – Oral Surgery – Denture repair and recementation of crowns, bridges and dentures – Endodontic services/root canal therapy – General Anesthesia – Therapeutic Drug Injection 				<p>Limited to primary (baby) teeth for participants under age 14.</p> <p>Simple extractions, impactions, and other surgical procedures.</p> <p>Cost limited to ½ the allowance of a new denture or prosthesis.</p> <p>Repeat treatment only after 2 years from initial root canal therapy treatment.</p> <p>When rendered in conjunction with a covered oral surgery procedure or when medically necessary</p> <p>Injectable drugs administered by a dentist for therapeutic reasons.</p>

Covered Benefits and Coinsurance				
(Delta Dental will pay the stated percentage of the plan allowance based on the dentist's participation with Delta Dental.)				
<u>Coverage</u>	<u>In-Network*</u>		<u>Out-of-Network*</u>	<u>Benefit Limitations</u>
	<u>PPO</u>	<u>Premier</u>		
Major Dental Care	%	%	%	(Deductible Applies)
<ul style="list-style-type: none"> – Periodontic services (scaling and root planing, soft tissue and bony surgery, including grafts) – Prosthodontics/dentures/ bridges – Crowns – Implants 				<p>Limitation of 2-3 years apply based on services rendered.</p> <p>Once every 5 years, and only when an existing prosthesis cannot be rendered serviceable. Fixed bridges or removable partials are not benefits for Dependents under age 16.</p> <p>Once per tooth every 5 years, and only when an existing crown cannot be rendered serviceable. Benefit available only when tooth is damaged by decay or fractured to the point it cannot be restored by an amalgam or composite restoration.</p> <p>Crowns for dependents under the age of 12 are not covered.</p> <p>Temporary prosthetic devices are not a separate benefit. Any charge for these devices is included in the fee for the permanent device.</p>
Orthodontic Benefits	%	%	%	Only for Dependent children under age . (These services are exempt from the deductible.)

EXCLUSIONS

The following are not covered benefits under any circumstances unless specifically identified as a covered benefit in the plan documents.

- Services or supplies that are not dental services; also services not specifically listed as covered in the plan documents.

- Services or treatment provided by someone other than a licensed dentist or a qualified licensed dental hygienist working under the supervision of a dentist.
- A dental service that Delta Dental, in its sole discretion (subject to any and all internal and external appeals available to an enrollee), determines is not necessary or customary for the diagnosis or treatment of your condition. In making this determination, Delta Dental will take into account generally accepted dental practice standards based on the dental services provided. In addition, each covered benefit must demonstrate dental necessity. Dental Necessity is determined in accordance with generally accepted standards of dentistry.
- Dental services for injuries or conditions that may be covered under workers compensation or similar employer liability laws or other medical plan coverage; also benefits or services that are available under any federal or state government program (subject to the rules and regulations of those programs) or from any charitable foundation or similar entity.
- Dental services for the diagnosis or treatment for illnesses, injuries or other conditions for which you are eligible for coverage under your hospital, medical/surgical, or major medical plan.
- Dental services started or rendered before the date enrolled under this dental plan. Also, except as otherwise provided in the plan documents, benefits for a course of treatment that began before you are enrolled under this dental plan.
- Except as otherwise provided in the plan documents, dental services provided after the date you are no longer enrolled or eligible for coverage under the plan documents.
- Except as otherwise provided in the plan documents, prescription and non-prescription drugs; pre-medications; preventive control programs, oral hygiene instructions, and relative analgesia.
- General anesthesia when less than three (3) teeth will be routinely extracted during the same office visit.
- Splinting or devices used to support, protect, or immobilize oral structures that have loosened or been re-implanted, fractured or traumatized.
- Charges for inpatient or outpatient hospital services; any additional fee that the dentist may charge for treating a patient in a hospital, nursing home or similar facility.
- Charges to complete a claim form, copy records, or respond to Delta Dental's requests for information; charges for failure to keep a scheduled appointment.
- Charges for consultations in person, by phone or by other electronic means.
- Charges for X-ray interpretation.
- Dental services to the extent that benefits are available or would have been available if the enrollee had enrolled, applied for, or maintained eligibility under Title XVIII of the Social Security Act (Medicare), including any amendments or other changes to that Act.
- Complimentary services or dental services for which you would not be obligated to pay in the absence of the coverage under the plan documents or any similar coverage.
- Services or treatment provided to an immediate family member by the treating dentist. This would include a dentist's parent, spouse or child.
- Dental services and supplies for the replacement device or repeat treatment of lost, misplaced or stolen prosthetic devices including space maintainers, bridges and dentures (among other devices).
- Dental services or other services that Delta Dental determines are for correcting congenital malformations; also, cosmetic surgery or dentistry for cosmetic purposes.
- Replacement of congenitally missing teeth by dental implant, fixed or removable prosthesis whether the result of a medical diagnosis including but not limited to hereditary ectodermal dysplasia or not related to a medical diagnosis.

COUNTY'S RIGHT TO ISSUE EXCEPTIONS TO DENIED CLAIMS OR SERVICES

The County may issue an exception(s) to a denied claim or service not authorized in the pre-approval process if it determines special circumstances exist which warrants the approval of services. The County shall issue its specific exception in writing to the contractor.

Agreement 719-13-2

Exhibit D

Response to the RFP

Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

General Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

MEDICAL RFP	Answer Format	Format Type	Response
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I.	GENERAL PLAN INFORMATION	Answer Format	Format Type	Response
1.	Offeror Brand Name	text	Text	Delta Dental of
2.	Parent Co. Legal Entity Name	text	Text	Corvesta, I
3.	Offeror is providing Medical quote	drop down box	Listbox,ListYesNo	No
4.	Offeror is providing Prescription Drug quote	drop down box	Listbox,ListYesNo	No
5.	Offeror is providing Dental quote	drop down box	Listbox,ListYesNo	Yes

	GENERAL VENDOR FINANCIAL RATING INFORMATION	Answer Format	Format Type	Response
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6.	Please confirm that your proposal is issued in accordance with the specifications/assumptions stated in this Request for Proposal. If there are deviations, please identify them clearly. If you need more space, please use the "Explanation" column and/or worksheet. Indicate the question answered.	text	Text	Please see Exp tab
7.	Provide your company's most recent rating or filing (identify date) from each of the following:			
a.	A.M. Best	drop down box	Listbox, ListRated	Not Rated
	Rating	text	Text	As a not-for-profit company, Delta I not rated by t services. Our res well above wh required by the B Insurance in Commonwea Virginia. We ha outstanding debt balance sheet leveraged. Obt ratings will not e our ability to pr excellent benef service to our cus rather it would on expenses that wo to be passed alor

Agreement 719-13-2

Exhibit D

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Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

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MEDICAL RFP		Answer Format	Format Type	Response
	Rating	text	Text	Please see exp above
	Date	Month Day, Year	Date	
	c. Standard & Poor's	drop down box	Listbox, ListRated	Not Rate
	Rating	text	Text	Please see exp above
	Date	Month Day, Year	Date	
	d. Fitch	drop down box	Listbox, ListRated	Not Rate
	Rating	text	Text	Please see exp above
	Date	Month Day, Year	Date	
8.	If the offeror is not rated, is the policyholders' surplus at least USD \$50 million.	drop down box	Listbox, ListYesNo	Yes
9.	If your rating has changed within the past 12 months for any of the rating agencies, discuss changes. If you need more space, please use the "Explanation" column and/or worksheet. (Indicate the question answered.	text	Text	Not applica
10.	Provide a copy of your 3 most recent audited financial statement. Name the file: [Your Organization's Name]_ G-1 Most Recent Audited Financial Statement.	drop down box	Listbox, ListAttachedNAExplain	Attached
11.	Please provide a copy of your company's most		Listbox,	

Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

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MEDICAL RFP		Answer Format	Format Type	Response
12.	Contacts			
	Please indicate the vendor contact, should there be any questions concerning submitted responses.			
	Primary Contact			
	a. Name	text	Text	Melissa Kirsh
	b. Title	text	Text	Senior Account Executive
	c. Address	text	Text	4938 Hampden Lane
	d. City	text	Text	Bethesda
	e. State	text	Text	Maryland
	f. Zip	text	Text	20814
	g. Phone Number	text	Text	(301) 986-9000
	h. Fax Number	text	Text	(301) 986-9000
	i. E-mail Address	text	Text	mkirsh@deltaderm.com
13.	Secondary Contact			
	a. Name	text	Text	Freda Mae Dressler
	b. Title	text	Text	Sr. Group Sales Representative
	c. Address	text	Text	4818 Starkey Road
	d. City	text	Text	Roanoke
	e. State	text	Text	Virginia
	f. Zip	text	Text	24018
	g. Phone Number	text	Text	(540) 989-8000 ext 200
	h. Fax Number	text	Text	(540) 774-7777
	i. E-mail Address	text	Text	freda.dressler@deltaderm.com

II.

LEGAL/CONTRACTUAL CONSIDERATIONS		Answer Format	Format Type	Response
We understand that terminology and contract provisions may vary from Offeror to Offeror. We will permit such alternative language				

Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

General Questionnaire

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MEDICAL RFP		Answer Format	Format Type	Response
	On or about March 1, 2014 will be the contract effective date.	drop down box	Listbox,ListYesNo	Yes
	July 1 is the anniversary date.	drop down box	Listbox,ListYesNo	Yes
	July 1 to June 30 is the plan year	drop down box	Listbox,ListYesNo	Yes
4.	Offeror agrees to the mandatory Procurement language of each Agency as provided in accompanying RFP Procurement documents. Offeror understands that failure to agree to mandatory provisions will result in Offeror's proposal not being considered.	drop down box	Listbox,ListYesNo	Yes
5.	The County and APS shall have the right, in its sole and absolute discretion and without the payment of any penalty, to terminate the contract in whole or in part at any time during the term thereof upon 30 days prior written notice to Offeror.	drop down box	Listbox,ListYesNo	Yes
6.	There will be no restrictions or benefit limitations for pre-existing conditions applied to any employees or their dependents under the plan.	drop down box	Listbox,ListYesNo	Yes
7.	Employees who are not actively at work due to disablement on the program effective date will be covered.	drop down box	Listbox,ListYesNo	Yes
8.	The Offeror must agree to transfer to the County and to APS, within 30 days of notice of termination, all required data and records necessary to administer the plans subject to state and federal confidentiality considerations. The transfer may be made electronically, in a file format to be determined based on the mutual agreement between the County/APS and the provider of services.	drop down box	Listbox,ListYesNo	Yes
9.	The County/APS will neither recognize the appointment of any agent, general agent or broker by a respondent to these bid specifications nor authorize any payment or remuneration of any kind by a health plan to a party not approved in writing by the County/APS.	drop down box	Listbox,ListYesNo	Yes
10.	If requested, the health plan agrees to assume claim fiduciary responsibilities including appeals	drop down box	Listbox,ListYesNo	Yes

Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

General Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

MEDICAL RFP		Answer Format	Format Type	Response
11.	Offeror agrees to provide necessary legal defense in the event of litigation.	drop down box	Listbox,ListYesNo	Yes
12.	Offeror agrees to cover all costs associated with legal defense in the event of litigation.	drop down box	Listbox,ListYesNo	No
13.	Offeror agrees to prepare and file all legal documents necessary to implement and maintain the plan, including policies, amendments, contracts, required state filings, and development of booklet/certificate formats.	drop down box	Listbox,ListYesNo	Yes
14.	Offeror agrees to monitor federal and state legislation affecting the delivery of medical benefits under the plan and to report to Client on those issues in a timely fashion prior to the effective date of any mandated plan changes.	drop down box	Listbox,ListYesNo	Yes
15.	Provide information on network-related litigation experience during the past three years, including pending cases, awards, and settlements (both in and out of court) in the "Explanation" column and/or worksheet.	drop down box	Listbox,ListYesNo	Yes
Effective for claims filed on or after 7/1/2014, Offeror certifies that it will comply with the				

Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

General Questionnaire

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MEDICAL RFP		Answer Format	Format Type	Response
17.	The Offeror selected during this proposal process will be responsible for claims administration of incurred claims up to the termination date of the contract, regardless of paid date, in the event the contract awarded during this marketing is subsequently terminated. The replacement Offeror will have the responsibility to administer claims incurred after the termination date of the contract. (Applicable to fully-insured coverages)	drop down box	Listbox, ListYNNANoExplain	Yes
Compliance, General		Answer Format	Format Type	Response
18.	The Offeror agrees to comply with the Department of Labor's final claims procedure regulations, including the appropriate timeframes for adjudicating claims and notice of appeal decisions.	drop down box	Listbox, ListYNNANoExplain	Yes
19.	Offeror will provide participants with annual notice that the plan provides for coverage for breast reconstruction following mastectomy.	drop down box	Listbox, ListYNNANoExplain	N/A
Compliance, HIPAA		Answer Format	Format Type	Response
20.	Offeror certifies that it will comply with the Interim final rules on nondiscrimination in the group health market, including:			
a.	Coverage for self-inflicted injuries for persons who suffer from medical conditions (such as depression)	drop down box	Listbox, ListYNNANoExplain	N/A
b.	Coverage for persons who are hospital-confined or not actively at work when coverage would otherwise take effect.	drop down box	Listbox, ListYNNANoExplain	N/A
21.	Offeror certifies that it reports to the national Healthcare Integrity and Protection Databank (HIPDB) as required and, as may be necessary, submits inquiries to the HIPDB to determine whether any final adverse legal actions have been taken against its member providers.	drop down box	Listbox, ListYNNANoExplain	Yes
22.	Offeror certifies that, if it conducts Standard Transactions, it is in full compliance with HIPAA's administrative simplification standards relating to electronic data interchange (EDI).	drop down box	Listbox, ListYNNANoExplain	Yes

Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

General Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

	MEDICAL RFP	Answer Format	Format Type	Response
25.	The vendor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by organization available to the Secretary of the Department of Health and Human Services for purposes of the Secretary of the Department of Health and Human Services determining organization's compliance with the privacy rules.	drop down box	Listbox,ListYNNANoExplain	Yes
26.	The vendor adopts and implements written confidentiality policies and procedures in accordance with applicable law to ensure the confidentiality of member information used for any purpose.	drop down box	Listbox,ListYNNANoExplain	Yes
27.	The vendor will not use or further disclose protected health information (PHI) other than as permitted or required by the Business Associate Agreement or as required by law.	drop down box	Listbox,ListYNNANoExplain	Yes
28.	The vendor agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI. Vendor agrees to report to the plan sponsor any unauthorized use or disclosure of the PHI.	drop down box	Listbox,ListYNNANoExplain	Yes
29.	The vendor agrees to mitigate, to the extent practicable, any harmful effect that is known to vendor of a use or disclosure of PHI by vendor in violation of the requirements of the federal privacy rule.	drop down box	Listbox,ListYNNANoExplain	Yes
30.	The vendor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the vendor agrees to the same restrictions and conditions that apply to vendor with respect to such information.	drop down box	Listbox,ListYNNANoExplain	Yes
31.	The vendor agrees to provide access to PHI in a "designated record set" in order to meet the requirements under 45 CFR §164.524.	drop down box	Listbox,ListYNNANoExplain	Yes
32.	The vendor agrees to make any amendment(s) to PHI in a "designated record set" pursuant to 45 CFR §164.526.	drop down box	Listbox,ListYNNANoExplain	Yes
33.	The vendor agrees to document such disclosures of PHI and information related to such disclosures as would be required to respond to a		Listbox,ListYNNANoExplain	

Agreement 719-13-2

Exhibit D

Response to the RFP

Request for Medical Proposal (RFP) for Arlington County Government

RFP No. 719-13 General Questions

General Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

	MEDICAL RFP	Answer Format	Format Type	Response
34.	The vendor agrees to (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits, (ii) report to the plan sponsor any security incident (within the meaning of 45 CFR § 164.304) of which vendor becomes aware, and (iii) ensure that any vendor employee or agent, including any subcontractor to whom it provides PHI received from, or created or received by the vendor agrees to implement reasonable and appropriate safeguards to protect such PHI.	drop down box	Listbox,ListYNNANoExplain	Yes
35.	PHI is owned by the County or APS for self-insured plans.	drop down box	Listbox,ListYNNANoExplain	Yes
36.	County staff have access to vendor sponsored Secure E Mail system to communicate employee issues	drop down box	Listbox,ListYNNANoExplain	Yes
37.	County or APS have access to PHI upon request.	drop down box	Listbox,ListYNNANoExplain	No - See "Expla

Request for Medical Proposal (RFP) for Arlington County Government RFP No. 719-13 General Questions

Explanation

This worksheet should be used to provide additional explanations for any questions for which a "See Explanation" response was given. Explanations must be numbered to correspond to the question to which they pertain and they must be brief.

Section/ Question #	Explanation
Instructions to Offeror	
22	Stop Loss Insurance: Delta Dental of Virginia (DDVA) does not offer Stop Loss Insurance.
Proposed Contract Terms and Conditions	
34	Non-exclusivity of Remedies: By contract, each party must provide at least 30 days' notice to the other party of action at law or in equity against the other party, its officers, employees, agents, or representatives. This a specify the cause of action.

Request for Dental Proposal (RFP) for Arlington County Government and Arlington

RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
PLAN IDENTIFICATION/CONTACTS	Answer Format	Format Type	Response
Offeror Name	text	Text	Delta Dental of Virg

GENERAL PLAN INFORMATION	Answer Format	Format Type	Response
Model Type	drop down box	Listbox, ListModelIdent	PPO
Year network organized	# of years	Number, 0	49
Network ownership/controlling interest	text	Text	Wholly owned and op
In the worksheet "MemTot," provide the total number of PPO members for the specified network locations noted in the worksheet.			
Total network PPO membership as of 1/1/2012	number, 0	Number, 0	As of 1/1/12, the PPO Me was 1,592,926 and P Membership was 17:
Total network PPO membership as of 1/1/2011	number, 0	Number, 0	As of 1/1/11, the PPO Me was 1,522,654 and P Membership was 18:
Total network PPO membership as of 1/1/2010	number, 0	Number, 0	As of 1/1/10, the PPO Me was 1,341,820 and P Membership was 21:
Do you have a minimum participation requirement?	drop down box	Listbox, ListYNNAExplain	See "Explanation
If yes, please indicate the smallest number of members that you would accept.	number, 0	Number, 0	See "Explanation

PPO NETWORK INFORMATION	Answer Format	Format Type	Response
Has the Geo-Access reporting been completed using the requested parameters in the accompanying file "APS Access" and "County Access?" <u>Note that a separate Geo Access is</u>	drop down box	Listbox, ListYNNAExplain	Yes

Request for Dental Proposal (RFP) for Arlington County Government and Arlington

RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
Board certification/eligibility appropriate to practice area	drop down box	Listbox, ListYNNAExplain	Yes
Federal and state DEA controlled substance registration and unrestricted prescribing privileges	drop down box	Listbox, ListYNNAExplain	Yes
Malpractice coverage	drop down box	Listbox, ListYNNAExplain	Yes
Detailed malpractice history	drop down box	Listbox, ListYNNAExplain	See "Explanation"
Detailed history of disciplinary action or litigation	drop down box	Listbox, ListYNNAExplain	See "Explanation"
Membership in professional organization	drop down box	Listbox, ListYNNAExplain	No
Detailed history of general health	drop down box	Listbox, ListYNNAExplain	No
Detailed history of chemical dependency	drop down box	Listbox, ListYNNAExplain	See "Explanation"
Detailed history of mental health	drop down box	Listbox, ListYNNAExplain	No - See "Explanation"

Request for Dental Proposal (RFP) for Arlington County Government and Arlington (

RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
As part of the network's quality assurance program, all GFDs are personally visited by a network staff prior to credentialing in order to assess the dental office environment and interview the dentist.	drop down box	Listbox, ListYNNAExplain	See "Explanation
All participating GFDs are personally visited by a network staff at least once annually in order to reassess the dental office environment and interview the dentist.	drop down box	Listbox, ListYNNAExplain	See "Explanation
The network's management information systems routinely collects information on patient complaints and this information is communicated to the participating dentist at least two times per year.	drop down box	Listbox, ListYNNAExplain	Yes
The network's management information systems routinely collects information on the following items and this information is communicated to the participating dentist at least two times per year.			
Adherence to community standards	drop down box	Listbox, ListYNNAExplain	See "Explanation

Request for Dental Proposal (RFP) for Arlington County Government and Arlington

RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
Identifies the number of member visits by employer group	drop down box	Listbox, ListYNNAExplain	Yes
Maintains patient complaints using telephone tracking system	drop down box	Listbox, ListYNNAExplain	Yes
Reports unusual utilization for a given participating dentist.	drop down box	Listbox, ListYNNAExplain	Yes
Upon request, patients and dentists are informed about the criteria used by the dental plan in approving or denying treatment.	drop down box	Listbox, ListYNNAExplain	Yes
At least the following dentist-specific database information is available to members by calling the member services department: name, specialties, age, gender, years in practice, board certification, education, fluent languages, hours of operation and number of complaints.	drop down box	Listbox, ListYNNAExplain	No - See "Explanati
GFDs are recredentialed annually.	drop down box	Listbox, ListYNNAExplain	No - See "Explanati
Specialty dentists are recredentialed at least every two years.	drop down box	Listbox, ListYNNAExplain	No - See "Explanati

Request for Dental Proposal (RFP) for Arlington County Government and Arlington

RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
Network management requires that each dentist accommodate an appointment request within three weeks.	drop down box	Listbox, ListYNNAExplain	See "Explanation"
There is a single toll-free, customer service telephone number for addressing claims payment, member services and any appeals.	drop down box	Listbox, ListYNNAExplain	Yes
How are member inquiries logged and tracked?	text	Text	All calls into our customer service department are documented in a comments screen of a summary record in Delta Dental's DentaLink. In addition to the commercial documentation, all calls are recorded to better serve the member and assist the representative.
You provide a dedicated individual or staff responsible for resolving claim disputes or other issues.	drop down box	Listbox, ListYNNAExplain	Yes
During the 2012 plan year, the member services telephone abandonment rate was 5% or less.	drop down box	Listbox, ListYNNAExplain	Yes
During the 2012 plan year, at least 90% of telephone calls to member services were answered within 20 seconds.	drop down box	Listbox, ListYNNAExplain	Yes
During the 2012 plan year, 90% or more of new members received their ID cards by the effective date of coverage.	drop down box	Listbox, ListYNNAExplain	Yes
Members are able to switch dentists whenever desired.	drop down box	Listbox, ListYNNAExplain	Yes
Individual family members may select different dentists.	drop down box	Listbox, ListYNNAExplain	Yes

Request for Dental Proposal (RFP) for Arlington County Government and Arlington RFP No. 719-13 Dental Plan Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
How are out-of-area and out-of-country dental emergencies handled?	text	Text	Within the U.S., there are "area" definitions for Delta Dental of Virginia PPO plus Premier, since the plan is geographically defined service area boundaries. Members may receive licensed dental professional treatment. Out of country emergencies are handled by the client.
How is work in progress treated for a patient who elects to participate in the managed dental plan? What happens to work in progress when coverage is terminated?	text	Text	If Delta Dental is the insurance carrier, we cover D&P and PPO services received after the effective date of the plan. For major services we cover work began on or before the effective date of the plan. For Orthodontics: Delta Dental coordinates with outgoing insurance to pay the balance up to the maximum.
Which of the following services are provided via the Internet? If the response is no, include the plan and timing of when this may become available.			
General dental plan coverage information	drop down box	Listbox, ListYNNANoExplain	Yes
Provider Directories:	drop down box	Listbox, ListYNNANoExplain	Yes
Provider selection when users enter a search criteria	drop down box	Listbox, ListYNNANoExplain	Yes
Specific Provider Information. Please indicate where available	drop down box	Listbox, ListYNNANoExplain	Yes
Claim look-up status	drop down box	Listbox, ListYNNANoExplain	Yes
Deductible and Out-of-Pocket maximum tracking	drop down box	Listbox, ListYNNANoExplain	Yes
Members can request additional/replacement ID cards	drop down box	Listbox, ListYNNANoExplain	Yes
Member decision support tools provided for participants to help them better understand provider costs and quality among your provider community	drop down box	Listbox, ListYNNANoExplain	Yes
			Delta Dental of Virginia's

Request for Dental Proposal (RFP) for Arlington County Government and Arlington RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
Describe smartphone capabilities	text	Text	Delta Dental of Virginia subscriber mobile website subscribers can go to deltadentalva.com from their mobile device, where they can locate their ID card, find a dentist, view benefits, estimate costs, and view procedures, and view the

CLAIMS ADMINISTRATION	Answer Format	Format Type	Response
We encourage you to explain any "No" responses using the "Explanation" column. If you need more space, please use the "Explanation" worksheet. Explanations should be numbered to match with "No" responses and must be brief. They cannot exceed 1,000 characters in the worksheet.			
Confirm that the claim amount paid will be the negotiated amount. In other words, services will pay actual negotiated amount; none of the savings will be retained by your organization or shared with any other organization.	drop down box	Listbox, ListAgreeNAExplain	Agree
All claim records and eligibility data used by the carrier in its role as claim administrator shall remain the property of the County and APS as Plan Sponsor and Plan Administrator.	drop down box	Listbox, ListYesNo	Yes
Network dentists routinely submit claims to the network and the claims administrator (i.e. is it a paperless process from the employee's point of view).	drop down box	Listbox, ListYNNAExplain	Yes
Network members never have to submit claim forms for in-network services.	drop down box	Listbox, ListYNNAExplain	Yes
Each of your networks serving the County and APS members is supported by a computerized, on line direct access claims processing system containing plan/claim information storage and retrieval.	drop down box	Listbox, ListYNNAExplain	Yes

Request for Dental Proposal (RFP) for Arlington County Government and Arlington

RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
Confirm the County and APS may add employee eligibility online for emergencies and new participants. Confirm these changes would not be overwritten by the next file feed..	drop down box	Listbox, ListYNNAExplain	See "Explanation"
How are retroactive terminations handled and what is your process for collecting and crediting any claims that were paid after termination?	drop down box	Listbox,ListYesNo	Yes
COB data is updated at least annually.	drop down box	Listbox, ListYNNAExplain	Yes
The claims system automatically screens for duplicate bills.	drop down box	Listbox, ListYNNAExplain	Yes
For the claims office that will service the County and APS, what was the claims financial accuracy rate during 2012?	percentage, 2	Percent, 2	100.00%
For the claims office that will service the County and APS, what was the claims financial accuracy rate for 2012?	percentage, 2	Percent, 2	99.97%
For the claims office that will service the County and APS, what was the claims procedural error rate during 2012?	percentage, 2	Percent, 2	0.39%
For the claims office that will service the County and APS, what was the claims procedural error rate during the first six months of 2013?	percentage, 2	Percent, 2	0.0% for 1st quart .22% for 2nd quart
What is the target claim error rate for the office that would process claims for the County and APS?			
% financial accuracy	percentage, 2	Percent, 2	99% of dollars paid co
% procedural accuracy	percentage, 2	Percent, 2	97% of claims processed
The average and target turnaround times for clean claims for the office that would process claims for the County and APS members are:			

Request for Dental Proposal (RFP) for Arlington County Government and Arlington RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
What is your contingency plan in the event that the proposed customer service center is off-line/down?	text	Text	Delta Dental maintains recovery procedures and safeguarding operational There is a nightly backup c server system. Weekly t created and stored off s currently have two sites a the process of setting i systems for disaster re backup and reporti
You agree to provide full claim fiduciary services	drop down box	Listbox,ListYesNoSeeE xplain	Yes
Describe the appeals process flow in detail, explaining what is included in the fiduciary services.	text	Text	Please see Explanation

PLAN DESIGN	Answer Format	Format Type	Response
The current plan designs can be found in the "Plan Design" worksheets.			
The proposal is issued in accordance with the specifications, assumptions and information included in this Request for Proposal, the accompanying worksheets and standard services addressed in the Request for Information previously submitted. If "No", indicate deviations in "Explanation" column and/or worksheet.	drop down box	Listbox,ListYesNoSeeE xplain	Yes
The County and APS is requesting that offerors duplicate the current plan designs offerings. Please indicate (yes/no) if your organization is quoting on a specific plan. If the plan you are quoting matches current in every way, indicate "NO DEVIATIONS" in your response. Please list any deviations in the "Plan Design" worksheets. Note that offerors may elect to quote one or more of the following plans:			
Arlington County Government	drop down box	Listbox,ListYesNoSeeE xplain	Yes
Arlington County Public Schools	drop down box	Listbox,ListYesNoSeeE xplain	Yes

Request for Dental Proposal (RFP) for Arlington County Government and Arlington RFP No. 719-13 Dental Plan Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
SPDs	drop down box	Listbox,ListYesNo	Yes
Open Enrollment Materials	drop down box	Listbox,ListYesNo	Yes

WELLNESS	Answer Format	Format Type	Response
What is your approach to dental wellness and preventive care?	text	Text	Delta Dental has a number of programs designed to improve dental wellness and preventive care. Examples are: Healthy Smiles for Kids®, which provides fluoride varnish for children; Healthy You®, which provides additional exams, cleanings, fluoride for members who are pregnant, diabetic, and have cancer treatment, or exhibit cardiac conditions; and First, which encourages preventive care by increasing member compliance.
Do you offer any special programs which serve to promote dental health and encourage preventive care?	drop down box	Listbox,ListYesNoSee Explanation	Special programs which promote dental health and encourage prevention include: Preventive Care, whereby costs for preventive and diagnostic services are covered from the member's annual benefit allowance. This preventive care will be covered when the member has reached their annual maximum limit. Delta Dental also allows members to carry over a portion of their unused maximum benefit allowance into the next plan year, provided they had at least one preventive service during the current plan year. In addition, we offer focused communication campaigns specifically towards those members who have not submitted for preventive services in a set time.
What distinguishes you from other dental vendors, and how would this benefit our participants?	text	Text	

Request for Dental Proposal (RFP) for Arlington County Government and Arlington

RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
Are the reports available in real-time and on-line via the Internet?	drop down box	Listbox,ListYNNANoEx plain	Yes
Can these reports be customized to further meet the County and APS needs?	drop down box	Listbox,ListYNNANoEx plain	Yes
If so, is there an additional charge for customized reports?	drop down box	Listbox,ListYNNANoEx plain	No
Age out report for dependent children 3 months before turn age 26	drop down box	Listbox,ListYesNo	Yes
Track children >26 disabled/handicap and adult dependents status	drop down box	Listbox,ListYesNo	Yes
Monthly Reports	Answer Format	Format Type	Response
Monthly reporting containing the following information:			
Paid Claims	drop down box	Listbox,ListYesNo	Yes
Administrative/Network Fees	drop down box	Listbox,ListYesNo	Yes
Monthly enrollment counts (enrollees and members)	drop down box	Listbox,ListYesNo	Yes
Quarterly Reports	Answer Format	Format Type	Response
Quarterly reporting containing the following information:			
Claim lag report	drop down box	Listbox,ListYesNo	Yes
Claims report by category (preventive, basic, major, orthodontia)	drop down box	Listbox,ListYesNo	Yes
In-network vs. out-of-network utilization	drop down box	Listbox,ListYesNo	Yes
Network savings reports for each network offered	drop down box	Listbox,ListYesNo	Yes
Final discounts achieved by area	drop down box	Listbox,ListYesNo	Yes
Payment reductions due to network negotiated rates	drop down box	Listbox,ListYesNo	Yes
Annual Reports	Answer Format	Format Type	Response
Annual claim utilization reports containing the following information:			
Claims report by category (preventive, basic, major, orthodontia)	drop down box	Listbox,ListYesNo	Yes
In-network vs. out-of-network utilization	drop down box	Listbox,ListYesNo	Yes
Network savings reports for each network offered	drop down box	Listbox,ListYesNo	Yes
Final discounts achieved by area	drop down box	Listbox,ListYesNo	Yes
Payment reductions due to network negotiated			

Request for Dental Proposal (RFP) for Arlington County Government and Arlington RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
A designated account representative must be assigned to the County and APS. This account representative will have the responsibility and authority to manage the entire range of services discussed in this RFP and must be able to respond immediately to changes in plan design, changes in claims processing procedures, or general administrative problems identified by the County and APS or the County and APS third party consultant. Please use the "Bio" Worksheet to provide brief background information on this individual and any others who would be servicing the account, including titles and roles.			
Name	text	Text	Melissa Kirsh
Title	text	Text	Senior Account Exec
Street Address	text	Text	4938 Hampden Lane
City	text	Text	Bethesda
State	text	Text	Maryland
Zip	text	Text	20814
Phone Number	text	Text	(301) 986-9141
Fax Number	text	Text	(301) 986-9232
E-mail	text	Text	mkirsh@deltadentalv
Number of accounts currently servicing	number, 0	Number,0	22
Number of accounts if awarded the County and APS business	number, 0	Number,0	23
Training, education, Experience (include in "Bio" of Account Manager)	text	Text	Included in Account Man
The account manager assigned to the County and APS will meet with the County and APS how often per contract year?	text	Text	Quarterly
The County and APS satisfaction with the account			

Request for Dental Proposal (RFP) for Arlington County Government and Arlington RFP No. 719-13 Dental Plan

Technical Questionnaire

To Offeror: Use Column Q to provide a brief explanation. However if the length of the explanation is greater than 400 characters, you must use the "Explanation" worksheet to provide your detail explanation.

Dental RFP	Answer Format	Format Type	Response
Using the worksheet "Implement", describe the recommended implementation activities for the County and APS. Prepare a detailed schedule and time frame to implement this program by the effective date. Please be specific about the role of the County and APS in this process, the role of your account management staff, the schedule of events and elapsed time, and the communication materials.	drop down box	Listbox,ListCompleted	Not Completed
Using the worksheet "Acct Manage", describe your plan for managing the account, including periodic reviews of cost and utilization and recommendations for plan design changes from the County and APS representatives.	drop down box	Listbox,ListCompleted	Completed
You agree to provide account management and/or member services support for and attendance at 2-5 open enrollment benefit fairs/meetings per year, for each entity.	drop down box	Listbox,ListYesNo	Yes
OTHER INFORMATION	Answer Format	Format Type	Response
Audit Rights: It will be the right of the County and APS or its representative(s) to audit claims at any time.	drop down box	Listbox, ListWillingNAExplain	Willing

Request for Dental Proposal (RFP) for Arlington County Government and Arlington County Public Schools

RFP No. 719-13 Dental Plan

MemTot

OFFEROR NAME: Delta Dental of Virginia

Provide the number of Dental PPO membership for the cities noted below.
Report lives based on total employees and dependents.

Members

Location 3-digit Zip (Cities)	Ownership	Membership as of January 1, 2012
222	Delta Dental of Virginia	13,917
220	Delta Dental of Virginia	36,664
223	Delta Dental of Virginia	15,793
221	Delta Dental of Virginia	36,063

Request for Dental Proposal (RFP) for Arlington County Government and Arlington County Public Schools

RFP No. 719-13 Dental Plan

Explanation

This worksheet should be used to provide additional explanations for any questions for which a "See Explanation" response was given. Explanations must be numbered to correspond to the question to which they pertain and they must be brief.

State the number of questions you addressed with further explanation:

Section/ Question #	Explanation
Section V #28	<p>Claims Review and Appeals Procedures:</p> <p>Members have the right to appeal a denied claim or adverse benefit determination. Adverse benefit determinations are decisions Delta Dental makes that result in denial, reduction or termination of a benefit or amount paid. It also means a decision not to provide a benefit or service. Adverse benefit determination result from one or more of the following:</p> <p>The individual is not eligible to participate in the dental plan; or Delta Dental determines that a benefit or service is not a Covered Benefit because:</p> <ul style="list-style-type: none"> • it is not included in the list of Covered Benefits, • it is specifically excluded, • a benefit limitation under the dental plan has been reached, • is not necessary or customary for the diagnosis or treatment of the condition [Dental Necessity].
Section V #28 (cont.)	<p>Delta Dental will provide members with written notices of adverse benefit determinations within the following timeframe:</p> <p>STEP 1: The plan has 30 days after receiving the initial claim to notify the member of the benefit determination. The plan can take a one-time extension of 15 days for matters beyond their control. The plan must notify the member within the initial 30-day period of the extension and the reason for the extension.</p> <p>STEP 2: For a denied claim, members have 180 days to appeal the adverse benefit determination and 60 days from receipt of notice to appeal any subsequent determinations.</p> <p>STEP 3: The plan has 60 days after receiving the appeal to notify the member of the appeal decision.</p>
Section V #28 (cont.)	<p>As claims fiduciary, Delta Dental's responsibilities include:</p> <ol style="list-style-type: none"> 1. Provide notice in writing to a Dental Plan participant or beneficiary whose claim for benefits under the plan has been denied by Delta Dental that describes the specific reason(s) for such denial, written in a manner capable of being understood by the participant or beneficiary; and 2. Afford a reasonable opportunity to the Dental Plan participant or beneficiary whose claim for benefits has been denied by Delta Dental for a full and fair review of the decision denying the claim. <p>With respect to claims decisions and appeals for which Delta Dental has been assigned responsibility under the Agreement, Plan Administrator cedes to Delta Dental absolute authority and sole discretion to:</p> <ol style="list-style-type: none"> 1. Interpret the terms and conditions of the Dental Plan, including the terms of the summary plan description for the Dental Plan, that relate to the adjudication and appeal of all claims determinations; 2. Resolve ambiguities in the Dental Plan and the summary plan description(s)
Section V #28 (cont.)	<ol style="list-style-type: none"> 3. Adopt, amend, and rescind rules and regulations that relate to Delta Dental's processes for the adjudication and appeal of claims determinations under the Dental Plan, provided that the resulting rules and regulations are consistent with ERISA, the Dental Plan, and the Agreement; and 4. Make all other determinations necessary or advisable for the discharge of Delta Dental's duties under the Dental Plan, including but not limited to making findings of fact when the claim is adjudicated and / or on appeal.

Request for Dental Proposal (RFP) for Arlington County Government and Arlington County Public Schools

Plan Design

OFFEROR NAME: **Delta Dental of Virginia**

Plan Design (Active and Retirees)

Service Type	In-Network		Non-Network	Deviations
	PPO	Premier		
Annual Deductible (per member)	\$55	\$55	\$55	No
Annual Deductible (per family)	\$110	\$110	\$110	No
Annual Benefit Maximum	\$1,290	\$1,290	\$1,290	No
Coverage				
Class I (Preventive)	100%	100%	100%	No
Class II (Basic/Restorative)	80%	80%	80%	No
Class III (Major)	50%	50%	50%	No
Orthodontia (only for dependent children under age 19)				
Class IV (Orthodontia)	50%	50%	50%	No
Deductible	None	None	None	No
Lifetime Orthodontic Maximum	\$1,250	\$1,250	\$1,250	No

Frequency of Services:

Oral Examination:	twice - Type A Services	time(s) every	calendar	year(s)
Cleaning:	twice - Type A Services	time(s) every	calendar	year(s)
Bitewing X-Rays:	twice - Type A Services	time(s) every	calendar	year(s)
Full Mouth X-Rays:	one set - Type A Services	time(s) every	three	year(s)
Topical application of Fluoride:	twice for children under age 19 - Type A Services	time(s) every	calendar	year(s)
Fillings (standard - non composite):	once per tooth surfact for all teeth - Type B Services	time(s) every	24 months	year(s)
Filings (composite):	once per tooth surfact for all teeth - Type B Services	time(s) every	24 months	year(s)
Endodontics (root canal therapy):	once per tooth - Type B Services	time(s) every	two	year(s)
Endodntics (root canal therapy - molar teeth):	once per tooth - Type B Services	time(s) every	two	year(s)
Periodontics:	Type C Services	time(s) every	two - three	year(s)

Implants:	one per tooth site - Type C Services	time(s) every	lifetime	years	RFP
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Request for Dental Proposal (RFP) for Arlington County Government and Arlington County Public Schools

RFP No. 719-13 Dental Plan

Account Management Plan

OFFEROR NAME: **Delta Dental of Virginia**

Effective account management for Arlington County and Arlington Public Schools would continue throughout the duration of our partnership. Melissa Kirsh will lead the account team. She has over 15 years of experience with Delta Dental, and works solely with our largest accounts.

—ACCOUNT MANAGEMENT TEAM:

With no other dental vendor will you receive the commitment and account management experience that Melissa Kirsh and Freda Mae Dressler will bring to Arlington County and Arlington County Schools. They are the point-persons during implementation and throughout the dental plan administration, including renewals. Quarterly meetings will be established, but this account team is available to meet more frequently as needed. The close Bethesda, Maryland office proximity of Melissa Kirsh to Arlington County ensures that short-notice meetings can be easily accommodated. When dental clinical issues are raised, Melissa's experience as a dental hygienist can be called upon. In some situations, Delta Dental's Dental Director or dental consultants are needed and Freda Mae Dressler, located in our corporate headquarters, coordinates their participation for swift resolution. We encourage you to contact our references to verify the effectiveness of our account management team.

—Other members of the account team include an Electronic Eligibility Coordinator, a Billing Representative, a Marketing Communications Representative, an Underwriter and a Customer Service (Claims) Team Leader. All aspects of Delta Dental's organization are represented to ensure APS has the full support of an experienced team.

—Employee Communication:

Delta Dental will fully support Arlington County and Arlington Public Schools with dental plan communications for both employees and retirees. This includes, but is not limited to: producing plan summaries, oral health education pieces, website brochures, webinars, electronic and mobile device connectivity, as well as staffing your open enrollment and new teacher orientation meetings. With over forty years of experience in the industry, Delta Dental is the expert at providing member communications. We have sample materials to share, but also realize that Arlington County and Arlington Public Schools may have needs that are unique to their members which will require customization. As the dental plan administrator for the Commonwealth of Virginia (with over 100,000 members) along with more than 250 County, Town and City governments and school systems in Virginia, we believe we are in an excellent position to provide the level of communication support that a client like Arlington County and Arlington Public Schools demands.

—Customer Service:

Delta Dental's Customer Service unit is located at our operations center in Roanoke, Virginia. It is staffed by well trained and experienced representatives who deliver superior service levels. This is evidenced by the Call Center of Excellence designation we have received from Purdue University's Center for Customer-Driven Quality. This Center of Excellence certification is given only to customer service call centers that rank in the top 10% nationally for effectiveness and efficiency. An important feature of our call center is that all inbound calls are digitally recorded to further our guarantee of service excellence. In addition, callers can choose to use our Interactive Voice Response system which can handle most inquiries regarding eligibility, claims status, benefits used to date and benefit summaries. The Customer Service team accesses the DCS2000® system, an integrated, windows based administrative system containing all of the information related to the group, including eligibility, benefits, claims status and provider information in one central database making inquiry resolution possible for most calls on the initial contact. Delta Dental images all documents and attaches them to the individual record so that they are available instantly for the representative's use in resolving inquiries. The Customer Services team can also be contacted for member inquiries via online chat through our website.

—We are hopeful that the information provided regarding our account management capabilities demonstrates Delta Dental's commitment to delivering the high levels of support our clients expect. But don't take our word for it- we strongly encourage you to contact any of our current clients to verify the effectiveness of our account management. References have been provided with this proposal, but we'd be happy to provide a complete listing of our school system clients at your request.

AGREEMENT 719-13-2

EXHIBIT E Business Associate Agreement

This Business Associate Agreement is hereby entered into between Delta Dental of Virginia (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164.502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.
- b) **Breach**. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate**. "Business Associate" means a person who creates, receives, maintains, or transmits

protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.

- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connections with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- e) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- f) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- g) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- h) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- i) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- j) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.
- k) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- l) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- m) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- n) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- o) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.

- p) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- q) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.

- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.
- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including but not limited to providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
 3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
 4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
 5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and
 6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
 1. Disclosure is Required By Law;
 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its notice of privacy practices (NOPP).

- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
 - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is

infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including but not limited to Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:

(1) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd.
Suite 511
Arlington, Virginia 22201

(2) Stephen MacIsaac
County Attorney
2100 Clarendon Blvd.
Suite 511
Arlington, Virginia 22201

(3) Kristin L. Young
County Project Officer
2100 Clarendon Blvd.
Suite 511
Arlington, Virginia 22201

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

Organization: Delta Dental of Virginia
ATTN: Melissa Kirsh
Senior Account Executive
4938 Hampden Lane #122
Bethesda, MD 20814

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate

Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.

- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorney's fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed.

If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.

- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia

By: 
(Signature)

Name: Marcy Foster
Title: County Privacy Officer

Date: 10/30/2014

DELTA DENTAL OF VIRGINIA

By: 
(Signature)

Name: PETER V. DAVIES, II
Title: SENIOR VICE PRESIDENT &
CHIEF OPERATING OFFICER

Date: October 6, 2014

Agreement 719-13-2
EXHIBIT F

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the Contractor, resultant contract(s) will be extended to any or all of the listed members as designated by the Contractor to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. It is the Contractors responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		ALEXANDRIA, VIRGINIA			MANASSAS, VIRGINIA
		ALEXANDRIA PUBLIC SCHOOLS			CITY OF MANASSAS PUBLIC SCHOOLS
		ALEXANDRIA SANITATION AUTHORITY			MANASSAS PARK, VIRGINIA
		ARLINGTON COUNTY, VIRGINIA			MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMM.
		ARLINGTON COUNTY PUBLIC SCHOOLS			METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
		BOWIE, MARYLAND			METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
		BLADENSBURG, MARYLAND			MONTGOMERY COLLEGE
		CHARLES COUNTY PUBLIC SCHOOLS			MONTGOMERY COUNTY, MARYLAND
		COLLEGE PARK, MARYLAND			MONTGOMERY COUNTY PUBLIC SCHOOLS
		CULPEPER COUNTY, VIRGINIA			OMNIRIDE
		DISTRICT OF COLUMBIA			PRINCE GEORGE'S COUNTY, MARYLAND
		DISTRICT OF COLUMBIA COURTS			PRINCE GEORGE'S PUBLIC SCHOOLS
		DISTRICT OF COLUMBIA PUBLIC SCHOOLS			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX, VIRGINIA			PRINCE WILLIAM COUNTY, VIRGINIA
		FAIRFAX COUNTY, VIRGINIA			PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
		FAIRFAX COUNTY WATER AUTHORITY			PRINCE WILLIAM COUNTY SERVICE AUTHORITY
		FALLS CHURCH, VIRGINIA			ROCKVILLE, MARYLAND
		FAUQUIER COUNTY, VIRGINIA SCHOOLS & GOVERNMENT			SPOTSYLVANIA COUNTY SCHOOLS
		FREDERICK, MARYLAND			STAFFORD COUNTY, VIRGINIA
		FREDERICK COUNTY, MARYLAND			TAKOMA PARK, MARYLAND
		GAITHERSBURG, MARYLAND			UPPER OCCOQUAN SEWAGE AUTHORITY
		GREENBELT, MARYLAND			VIENNA, VIRGINIA
		HERNDON, VIRGINIA			VIRGINIA RAILWAY EXPRESS
		LEESBURG, VIRGINIA			WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
		LOUDOUN COUNTY, VIRGINIA			WASHINGTON SUBURBAN SANITARY COMMISSION
		LOUDOUN COUNTY PUBLIC SCHOOLS			WINCHESTER, VIRGINIA
		LOUDOUN COUNTY SANITATION AUTHORITY			WINCHESTER PUBLIC SCHOOLS

VENDOR NAME: Delta Dental of Virginia