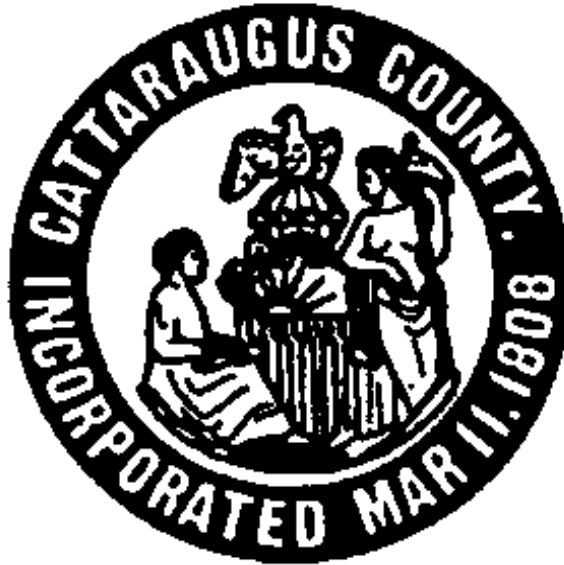


# **Cattaraugus County REQUEST FOR PROPOSALS**



**RFP #CCHR2017-1**

**EMPLOYEE HEALTH CARE BENEFITS BROKER**

***CATTARAUGUS COUNTY HUMAN RESOURCES DEPARTMENT***

***Julie J. Carr, Personnel Director***

***303 Court Street, 2<sup>nd</sup> Floor***

***Little Valley, NY 14755***



## **RECEIPT CONFIRMATION FORM**

**RFP NAME: EMPLOYEE HEALTH CARE  
BENEFITS BROKER**

**RFP NUMBER: RFP #CCHR2017-1**

To ensure being advised of all addendums and other communications regarding this Request For Proposal (RFP) complete and return this confirmation form within five (5) business days from receipt of this proposal to:

Cattaraugus County Human Resources  
Attention: Risk Management  
303 Court Street, 2<sup>nd</sup> Floor  
Little Valley, NY 14755  
Phone: 716-938-2241 Fax: 716-938-2759

Failure to return this form may result in no further communications regarding this RFP.  
**PRINT CLEARLY**

Responder Name \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ **We will be submitting a proposal**

\_\_\_\_\_ **We will not be submitting a proposal because:**

\_\_\_\_\_  
\_\_\_\_\_

**Cattaraugus County Human Resources**

303 Court Street 2<sup>nd</sup> Floor, Little Valley, NY 14755

PHONE: 716-938-2241 / FAX: 716-938-2759 / WEB: [www.cattco.org](http://www.cattco.org)

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**REQUEST FOR PROPOSAL**

**DATE:** 03-15-2017

**NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:**

**RFP NAME: EMPLOYEE HEALTH CARE BENEFITS BROKER**

**RFP NUMBER: RFP- #CCHR 2017-1**

**MAIL PROPOSAL TO:** Cattaraugus County Human Resources  
Attention: Risk Management  
303 Court Street, 2<sup>nd</sup> Floor  
Little Valley, NY 14755

**SUBMISSION DATE May 1, 2017 by 5:00PM**

**Proposals received after the time specified will not be opened.**

**CONTACT PERSON: Julie Carr, Personnel Director**

**PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE OR PACKAGE.**

**PRINT (ON THE FACE OF ENVELOPE):** 1) NAME & ADDRESS OF COMPANY  
2) RFP NAME & NUMBER

**It is the responder's responsibility to read the attached RFP Specifications.**

**By: Julie J. Carr, Personnel Director**

## **Cattaraugus County Human Resources**

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### **REQUEST FOR PROPOSAL**

#### **1.0 PURPOSE AND SCOPE OF SERVICES**

Cattaraugus County is requesting proposals to obtain the services of a Broker of Record to consult with the County in the management of health care benefits. The broker will assist the County in:

- Administering health care benefits
- Continuing the effort to reduce the cost of health care premiums
- Seeking innovative programs and solutions of how Cattaraugus County provides health care insurance to its employees and retirees
- Administering and coordinating wellness initiatives to promote the County Program including the preparation of monthly wellness newsletters
- Reconciling health insurance billings and enrollments monthly for all employees and retirees and their respective individual contributions and the County's contribution for all departments by division and providing subsequent documentation
- Billing for accounts payable to COBRA enrollees on a monthly basis as well as in an enhanced capacity upon layoffs
- Preparing all reports mandated by Federal and State Laws as applicable
- Coordinating and participating in open enrollment sessions
- Preparing and editing the yearly Cattaraugus County Benefits Book and ACA compliant Summary of Benefits employee materials
- Present ideas and initiatives to County Administration which would entice County employees to use local health care providers, more specifically Cattaraugus County Health Care providers, without increasing the Cattaraugus County Health Care budget. Further to administer such a program if agreed to.
- Timely updating Cattaraugus County on the impact of the Health Reform Act and replacements and all other legislation relating to health care that impacts any of the coverages described herein. Providing timely updates to Cattaraugus County, its employees and retirees related to the continued impact of the Health Care Reform Act, its revisions and, if appropriate its successor Act(s) as they impact these populations and the County's Self-insured Plan.
- Provide monthly reports demonstrating breakdown of health plan expenditures, quarterly reviews of health plan expenditures, large claims analysis, monthly claim lag study, monthly cost summary and budget comparisons as well as past experience comparisons for all plans and utilization reports as requested
- Providing samples of plan designs and comparison of benefit plan's performance to national trends as requested

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- Administering COBRA, flexible spending account (Cafeteria 125 Plan) programs and retiree health reimbursement account.
- Coordinating with any coverage providers such as ProAct and CanaRx in implementing best practices for Cattaraugus County in administering its drug programs and subsequently coordinating and sharing data as requested

Cattaraugus County currently has approximately 1340 employees with approximately 793 active benefited additionally 365 benefited post 65 retirees and 175 pre-65 benefited employees.

Companies currently providing coverage include but may not be limited to:

Medical:	Self-Insured
Prescription:	Self-Insured
Dental:	First Ameritas
Vision	Davis Vision
Medical Stop Loss:	HHC
Care Management:	CCM
TPA:	Independent Health— Medical
TPA:	ProAct—Prescription/CanaRx Coordination
Wellness:	Interactive Health

### **PROPOSAL/SUBMITTAL RETURN DATE**

#### **2.1 RETURN CONFIRMATION FORM**

Receipt Confirmation Form which follows the cover page of this RFP should be completed and faxed (716-938-2759) to the Cattaraugus County Human Resources Department **immediately** if considering submitting a proposal. Failure to file this form with Cattaraugus County Human Resources may result in no further communications regarding this RFP. In order to better evaluate the County's procedures, those deciding not to respond to the RFP are asked to return the sheet with a short explanation of the reason(s) they will not be submitting.

#### **2.2 RETURN DATE**

One original, eight (8) copies, and a pdf. file (pdf may be submitted to [jjcarr@cattco.org](mailto:jjcarr@cattco.org), clearly labeled with your Company Name and RFP #CCHR 2017-1) of the proposal and other required documents containing the entire proposal must be submitted, and must be sealed in an opaque envelope/package clearly marked on the outside with the name and number of the RFP, and the name and address of the responder. All copies and the original document must be clearly identified as such. **The Original Document is defined as the copy containing the original ink signed signature pages.**

Proposals must be received no later than **5:00 P.M. on May 1, 2017** at the following address:

## **Cattaraugus County Human Resources**

303 Court Street 2<sup>nd</sup> Floor, Little Valley, NY 14755

PHONE: 716-938-2241 / FAX: 716-938-2759 / WEB: [www.cattco.org](http://www.cattco.org)

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Cattaraugus County Human Resources  
Attention: Risk Management  
303 Court Street, 2<sup>nd</sup> Floor  
Little Valley, NY 14755

### **2.3 SUBMISSION CONDITIONS**

The Proposal submitted by the individual Responder(s) is the document upon which Cattaraugus County will make its initial judgment regarding the Responders qualifications, understanding of the County's scope and objectives, methodology, and ability to perform services under the contract.

Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Cattaraugus County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal.

Proposals will remain valid until the execution of a contract by Cattaraugus County, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. Cattaraugus County reserves the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional Proposals. Cattaraugus County reserves the right to reject any or all proposals.

Cattaraugus County may, at any time by written notification to all Responders, change any portion of the RFP described and detailed herein.

### **2.4 GENERAL GUIDELINES**

This section of the RFP provides general guidance for preparing proposals. Specific instructions on the format and content of the proposal are contained in SECTION 9. SUBMITTAL AND CONTENT FORMAT. The responder's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements as stated in SECTION 1. PURPOSE AND SCOPE OF SERVICES specified in this RFP. Nonconformance with the instructions provided in the RFP may result in an unfavorable proposal evaluation.

**The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the RFP requirements, but rather shall provide convincing rationale to address how the responder intends to meet these requirements. Responders shall assume that the County (1) has no prior knowledge of their facilities and experience, and (2) will base its evaluation on the information presented in the responder's proposal.**

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Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

All submitted proposals become the property of Cattaraugus County. The County Human Resources Department will retain one copy of all unsuccessful proposals and will destroy extra copies of such unsuccessful proposals.

## **2.5 QUESTIONS/CLARIFICATIONS**

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any responder.

Requests for clarification or interpretation shall be made by April 15, 2017 in writing and directed to

**Cattaraugus County**  
**Julie Carr, Personnel Director**  
**303 Court Street**  
**Little Valley, NY 14755**

E-mail – [jjcarr@cattco.org](mailto:jjcarr@cattco.org) or fax 716-938-2759

All questions and answers will be posted on the County Website at <http://www.cattco.org/human-resources/bids>.

Inquiries will not be considered after that date. Transmittal of questions via facsimile is acceptable.

Any interpretation deemed necessary by Cattaraugus County will be in the form of an addendum to the RFP and, when issued, will be delivered as promptly as is practicable to known potential responders. All addenda shall become part of the RFP. Responders shall not rely upon any oral statements or conversations they may have with Cattaraugus County employees or third parties regarding the RFP whether at any pre-proposal conference or otherwise.

## **3.0 QUALIFICATION OF RESPONDENT**

Each responder shall provide a statement of qualifications as required by these specifications.

Cattaraugus County may make such investigations it deems necessary to determine the ability of the responder to perform the work. The responder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the information submitted by, or investigation of, such responder fails to satisfy the County that such responder is properly qualified to carry out the obligations set forth in this RFP and/or the resulting contract and to complete the work contemplated therein. Conditional proposals will not be accepted..

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### **4.0 PRE-PROPOSAL MEETING (VENDOR'S CONFERENCE)**

A pre-proposal meeting is not scheduled at this time.

### **5.0 METHOD OF AWARD**

It is the intention of the County that the award of this RFP shall be made to the responder whose total proposal, in the opinion of Cattaraugus County, best meets the established criteria listed herein. All aspects of evaluation will be taken into consideration in awarding the RFP.

It is understood by the parties that the contract resulting from this RFP shall be executed only to the extent of the monies available to Cattaraugus County.

A notice of award shall not be binding upon the County until the contract has been fully executed by both parties.

### **6.0 CONTRACT PERIOD**

The term of the contract will be for a period of two (2) years commencing on the date of the contract through April 1, 2019. The contract may overlap with other providers but is meant to permit consultation with the contracted agency for the 2017 benefit requirements while providing for compensation until the end of the calendar year in which those benefits are provided.

The Contract may be extended at the sole option of the County for two (2) additional one-year terms under identical prices and conditions.

The successful responder shall execute a contract with Cattaraugus County in substantial conformance with this RFP and the attached sample Cattaraugus County **AGREEMENT FOR PROFESSIONAL SERVICES, (ATTACHMENT A)**.

Federal law and regulations governing the privacy of certain information requires a "Business Associate Agreement" between the COUNTY and the awarded Vendor [45 C.F.R. Section 164.504(e)]. The COUNTY and the awarded Vendor agree to enter into a separate Business Associate Agreement, to be executed simultaneously with the Agreement For Professional Services.

### **7.0 EVALUATION CRITERIA**

Proposals will be examined and evaluated by a committee of Cattaraugus County Management and legislative representatives with the advice of the Cattaraugus County Administrator, County Attorney and Personnel Director to determine whether the requirements of this RFP are met.

Proposals will be evaluated based upon various criteria. Award may be made to a qualified responder which, based on the County's evaluation, submits the proposal that best meets the County's needs.

Proposals will be evaluated on the following criteria:



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### ▪ **PROPOSED PLAN**

Proposed plan which best meets the outcomes outlined in the Section 1 Purpose and Scope of Services encompassing:

- strategic planning
- account services
- service guarantees
- data analysis
- legislative compliance
- cost projections and review processes that will be used to advise Cattaraugus County on risk management

### ▪ **QUALIFICATIONS AND EXPERIENCE**

- Proposal offers examples of responder's experience in similar projects
- Proposal clearly defines organization of agency listing management and staff and explains history and structure of company.
- Proposal will show demonstrated capabilities (i.e. financial solvency, client base, network capabilities etc.) as outlined in *Section 9.0 SUBMITTAL CONTENT and FORMAT Sub-Section II QUALIFICATION & EXPERIENCE*
- References

### ▪ **RESPONDER'S COMPREHENSION OF SCOPE OF SERVICE**

- Proposal demonstrates the responder's comprehension of the required work outlined in the *Section 1 PURPOSE and SCOPE OF SERVICES*
- Submitted proposal offers a comprehensive plan to meet the County's insurance requirements.

### ▪ **PROPOSED PRICE/FEE**

- Base compensation
- Itemized estimate of annual hourly charges
- Additional fees (consulting, employee communications, etc.)
- Optional fees as outlined in *Section 9.0 SUBMITTAL CONTENT and FORMAT Sub-Section IX FEES*

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### 8.0 INTERVIEWS

If the Evaluation Committee determines necessary, interviews may be scheduled with selected responders as soon as possible after the initial evaluation. This will permit further evaluation and to allow the Evaluation Committee to inquire further into the experience the responder has had on similar projects, willingness and ability to work closely with Cattaraugus County staff and others, thorough understanding of the various aspects of the requirements, and ability to maintain a schedule and complete the services on time and other matters deemed pertinent.

Interviews are expected to be scheduled the Week of May 17, 2017.

### 9.0 SUBMITTAL CONTENT AND FORMAT

In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

#### **SECTION I: TITLE**

**Title Page:** Show RFP name and number, closing date and time, responder's name, address, telephone and fax number of the company. Responder must also clearly identify the name(s) of the contact person responsible for inquiries regarding the RFP submission and the person responsible to bind the company contractually. Along with the names of these individuals, responder must provide their phone and fax numbers and email address for each.

**Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number.

#### **SECTION II: QUALIFICATIONS AND EXPERIENCE**

1. Provide the history of your firm, particularly your employee benefits division and ownership of your company.
2. Provide brief overview of your organizational chart, the functions and reporting relationships between marketing, underwriting and service areas.
3. Include the number of employees in the company and describe in general terms their job categories (e.g., management, sales, technical, customer service, etc.).
4. Name those employees who will be working directly with Cattaraugus County on administrative issues, questions, and/or problem solving.
5. State percentage of your business that is experience-rated and the percentage self-funded.

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6. State percent of your experience-rated clients having (500 or more) covered employees.
7. State the percent of your self-funded clients having (500 or more) covered employees.
8. Define your service area.
9. Describe your network capabilities and any network modifications underway or planned for in the future.
10. Provide a count of your existing clients categorized by large (500 or more), medium, or small (under 100) groups. Also, if you do business with other New York State Counties for similar services, please elaborate on the nature of these services.
11. State the number of clients with whom you currently work on a broker basis and number on a consultant basis.
12. State the number of large clients (500 or more) in the last five (5) years whose contracts have not been renewed and give a brief explanation for the reason for separation.
13. Provide the roles and qualifications of each person. Include the number of clients each person is expected to handle and categorize these clients by large (500 or more), medium, or small (less than 100) groups.
14. List for each person the professional designations earned which would apply to services required. Attach a copy of the Broker License for each applicable employee listed.
15. Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage.

### **SECTION III: STRATEGIC PLANNING**

1. Describe the resources available to help the County to manage our benefits.
2. Outline a benefits strategy that would accomplish savings on health care benefits for Cattaraugus County employees and retirees and show results over five years.
3. Describe the methods to be used to assist the County with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals that will result in monetary savings for Cattaraugus County. Describe in detail how the savings will be demonstrated.

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4. Describe any program your company has developed to implement a self-insured employee health plan for a company, organization or municipality of comparable size to Cattaraugus County.
5. Describe how the “rebidding” process of health care carriers will be handled.
6. Describe how plan design changes are handled.
7. Furnish a list of insurance companies, third-party administrators, and other providers for which your firm is an authorized agent or broker.
8. Describe how network discounts are reviewed and the criteria for recommending changes in network affiliations.
9. Describe your ability to integrate and manage data.
10. Describe how you will provide Cattaraugus County with experience ratings.
11. Outline other voluntary coverage which could benefit Cattaraugus County and its employees.
12. Present ideas and initiatives to County Management which would entice County employees to use local health care providers, more specifically Cattaraugus County Health Care providers, without increasing the Cattaraugus County Health Care budget. Further to administer such a program if County agreed to implement.

### **SECTION IV: ACCOUNT SERVICES**

1. Describe your company’s account services department.
2. Describe your company’s process for ensuring customer satisfaction.
3. State the turnover rate of the employees that perform the bulk of the problem-solving administration within your organization. Categorize employee turnover according to the group sizes: large (500 or more), medium, or small (less than 100) groups.
4. Describe the training (industry, internal, computer, other) your staff receives and what training Cattaraugus County may receive if applicable.
5. Provide a general description of your capabilities of providing communication services to Cattaraugus County employees and retirees. Provide a sample of employee communication materials that have been distributed to other clients.
6. Describe ways your organization will assist in facilitating employee and retiree meetings.

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7. Include a description of any assistance to be provided to the County to facilitate annual open enrollments and wellness programs.
8. Provide the mechanism and program that will provide monthly reconciliation reports and provide a copy of an example.
9. Describe what electronic capabilities are available for enrollment and web-based access.

### **SECTION V: SERVICE GUARANTEES**

1. Describe in detail the types of service guarantees included in current contracts with other customers.
2. Outline service guarantees that will be offered to Cattaraugus County.

### **SECTION VI: DATA ANALYSIS**

1. Describe available resources used to analyze medical and pharmacy utilization.
2. Explain how and what access Cattaraugus County will have for ad hoc queries.
3. Describe what data will be available to enable Cattaraugus County to determine where employees and retirees are receiving services; i.e. physicians, clinics, and hospitals.
4. Include a sample of each report listed above that will be available to Cattaraugus County.

### **SECTION VII: COST PROJECTIONS AND REVIEW PROCESS**

1. Describe how cost projections tied to Cattaraugus County's fiscal goals will be developed.
2. List the firm and/or individual used for actuarial services and provide credentials.
3. Detail how your company will assist with the management of insurance, including monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports; underwriting analysis for annual renewals; annual financial projections for budgeting purposes; and alternative funding analyses.

### **SECTION VIII: LEGISLATIVE COMPLIANCE**

1. Describe how your company stays current with insurance regulations that impact active employees, out-of-state retirees and multi-state retirees eligible for benefits.

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2. Outline procedures to be used to notify Cattaraugus County of changes in federal and/or state laws that would affect the County.
3. Explain what steps you have taken to become HIPAA compliant.

### **SECTION IX: FEES**

1. One copy of the Fee Proposal shall be submitted in a separate sealed envelope marked "**RFP-CCHR2017-1 Proposal**" and shall be enclosed with the "Original" proposal.
2. Describe your expected form of compensation: commission rate, annual retainer fee, fee-for-service schedule/hourly rates. Based on the estimated services required to fulfill the program proposed, any fee for service or hourly rate schedule should include an itemized estimate of annual charges.
3. Fees charged for consulting and employee communication, indicate the basis of your charges (hourly, by project, etc.) and what typical charges might be.
4. Fees charged, if any, for customized or ad hoc reports.
5. Fees for Optional Services available to the County such as HRA Plan 125 services, Section 125 Services COBRA and Retiree Administrative services should also be included if applicable.
6. Agency name must appear on all Fee Proposal sheets.

### **SECTION X: REFERENCES**

Provide a minimum of six references, excluding Cattaraugus County and including at least two that are previous clients. References must include: company or organization name, contact, address, phone number, length of time associated with your organization and a brief description of the services provided. Indicate whether your firm's role was as a broker, consultant, or both.

### **SECTION XI: MISCELLANEOUS**

Describe any other facets of your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

### **SECTION XII: RETURN DOCUMENTS**

Complete and sign all Return Sheets as indicated at the end of this RFP document.

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### 10.0 SCOPE OF WORK

The following outlines the **minimum** responsibilities expected of the Responder. Each should be addressed in a narrative format in sufficient detail within the proposal to explain how each will be structured and accomplished:

- Provide all tasks as provided under Section 1.0 PURPOSE AND SCOPE OF SERVICES
- Provide all support deemed necessary by Cattaraugus County's Self-Funded Medical and Prescription programs and fully insured products.
- Provide updates to the County, its employees and retirees on any health insurance changes including benefit changes, authorization requirement changes, and changes in laws and regulations.
- Provide education to the County, its employees and retirees on the Affordable Care Act (ACA).
- Provide a mechanism to ensure compliance with the Affordable Care Act (ACA) and determine its financial impact to the County.
- Provide reporting to the County which ensures the Broker of Record is overseeing that all insurance carriers have policies in place to demonstrate the utmost care is given to ensure the least fiscal impact to the County.
- Provide a medical review by an independent auditor of all claims paid to determine such policies as stated previously are in the best interest of the County.
- Provide the ability for Cattaraugus County to transfer funds for payment of claims in compliance with Cattaraugus County privacy laws.
- Provide a compatible information system in order to provide the ability to have one point of data entry for any changes in enrollments or other areas related to health insurance changes
- Keep the County informed of market changes.
- Bring new products to the County for consideration including suggesting, vetting and implementing additional voluntary programs.
- Assist the County in procuring the best product at the best price.
- Develop programs that will result in cost savings to the County.

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### **11.0 ALTERNATE PROPOSALS**

Cattaraugus County reserves the right to consider alternatives submitted by Responders that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the best interest of Cattaraugus County. Responders shall clearly identify and explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

### **12.0 COMPLIANCE WITH LAWS, LICENSES AND PERMITS**

The contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified services or supplies consistent with all federal, state and local law and regulations. The provider agrees that he or she will fully comply with Federal, State and County policies, procedures, standards and laws, and rules and regulations. The Contractor and any subcontractors shall secure and maintain any necessary licenses and permits as may be required to provide the services or supplies under the contract and pay all related charges. If, for any reason, the Contractor's required licenses or permits are terminated, suspended, revoked or in any manner modified from their status at the time the contract becomes effective, the Contractor shall notify Cattaraugus County immediately of such condition in writing.

### **13.0 PERSONNEL IDENTIFICATION**

All personnel must carry on their person photo identification (e.g. employee identification badge, valid driver's license, etc). while on Cattaraugus County property and must promptly show such identification when requested to do so by any Cattaraugus County employee. Representatives of the County reserve the right to reject and bar from the facility, for good and sufficient reason, in the sole discretion of the County, any employee hired by the Contractor.

### **14.0 INSURANCE**

The successful responder shall, at their own expense, maintain in effect at all times during the performance of the work under this contract, if any, resulting from this RFP, at least the insurance coverage specified in Schedule C "Insurance Requirements" that is part of the sample Contract Agreement for Professional Services which is included in this RFP. The successful responder shall file with Cattaraugus County Human Resources, within ten (10) days of notice of award, evidence of insurance certifying the required coverage.

Professional Liability or Errors and Omissions Insurance is required as per the attached. Proof of ability to obtain Professional Liability Insurance is required to be submitted with the proposal.

### **15.0 DISQUALIFICATION**

The County reserves the right to refuse to issue an award to responders that fails to comply with any pre-qualification regulations of the County, if any such regulations or requirements are cited, or otherwise included in the Request for Proposal.



## Cattaraugus County Human Resources

303 Court Street 2<sup>nd</sup> Floor, Little Valley, NY 14755

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Proposals received from responder who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A proposal may be rejected if the responder cannot show that it has the necessary ability, resources and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the responder is already obligated for the performance of other work that would delay the commencement, performance or completion of the work described in this RFP.

### 16.0 **PAYMENT**

**16.1 PAYMENT PROCESSING:** Responder will invoice the County monthly. Each invoice shall be prepared in such form and supported by such documentation as the County may reasonably require. Payments cannot be processed by the County until an invoice referring to the Contract Number and a signed Claimant Certification Statement are mailed to the proper departmental address. The County will pay the proper amounts due the vendor within sixty (60) days of receipt by the County of the vendor's invoice with the requested supporting documentation and approval of the vendor's invoice by the Department Head and the Cattaraugus County Treasurer.

**16.2 CLAIMANT CERTIFICATION:** All vendors are required to sign and submit the following Claimant Certification statement as printed on Cattaraugus County Purchase Orders. Vendor must return a signed Claimant Certification Statement to the "Bill To" address on the Purchase Order.

#### **Claimant Certification Statement**

*I certify that the attached account in the amount of \$\_\_\_\_\_ is true and correct; that the items, services and disbursements charged were rendered to or for the Cattaraugus County on the dates stated; that no part has been paid or satisfied; that taxes for which the County is exempt are not included; and that the amount claimed is actually due.*

### 17.0 **FREEDOM OF INFORMATION**

The responder agrees to comply with the Freedom of Information Law (FOIL) and such rules and regulations as the County and the State may from time to time make, including, but not limited to, such rules as may be devised governing access to public documents pursuant to Article 6 of the Public Officers Law, popularly known as the Freedom of Information Law.

Proposals submitted in response to this RFP shall be considered public documents and, with limited exceptions, all proposals, including proposals that are recommended for award, will be available for inspection and copying by the public.

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If a Responder considers any portion of its proposal to be protected under the law, the Responder shall clearly and distinctly identify each such portion with words such as "PROPRIETARY." If a request is made for disclosure of such portion, Cattaraugus County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, Cattaraugus County will notify the Responder of the request and allow the Responder five days to take whatever action it deems necessary to protect its interests. If the Responder fails or neglects to take such action within said period, Cattaraugus County will release portions of the proposal deemed subject to disclosure. By submitting a proposal, the Responder assents to the procedure outlined in this paragraph and shall have no claim against Cattaraugus County on account of actions taken under such procedure.

### **18.0 AFFIDAVIT OF NON COLLUSION**

The completion AND submission of the Affidavit of Non-Collusion, which is included with this RFP and is required with the submittal, certifies that the prices in the submitted proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other responder with or any competitor.

### **19.0 SUSPENSION AND DEBARMENT**

By submitting a proposal in response to this RFP, each responder warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. Any misrepresentation or false statement related to a responder's status in this regard will result in rejection of such responder's submission.

In addition, if the successful responder or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this RFP, the successful responder agrees to immediately notify the County Attorney of such status. Any misrepresentation or false statement related to the successful responder's status in this regard, or any failure by the successful responder to immediately notify the County Attorney of any change in such status, shall result in immediate termination of County's business relationship with the successful responder in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this RFP document, or the conditions of the contract, if any, resulting from this RFP.

### **20.0 IMPLIED REQUIREMENTS**

Products and services which are not specifically requested in this RFP, but which are necessary to provide a complete program/project as described herein, shall be included in the submitted proposal.

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**21.0 TIME TABLE FOR REQUEST FOR PROPOSAL**

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). In the event it is necessary to change the return date for the RFP a supplemental addendum to this RFP shall be issued by the County.

April 15, 2017	Last day to submit written inquiries
May 1, 2017	Due Date for Proposals
May 3, 2017	Selection Committee evaluates Proposals
May17, 2017	Oral Interviews By Invited Companies
May 24, 2017	Notice of Intent to Award
TBD	Contract Start Date

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## ATTACHMENT A

County Contract No.: \_\_\_\_\_

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is entered into by and between **CATTARAUGUS COUNTY**, a municipal corporation and a county of the State of New York, with principal offices at 303 Court Street, Little Valley, NY 14755 (the "**COUNTY**"), and **[ENTER FIRM NAME HERE]**, a firm with principal offices at **[ENTER FIRM'S BUSINESS ADDRESS HERE]** (the "**FIRM**"), (each, a "Party," together, the "Parties").

### RECITALS

**WHEREAS**, the COUNTY'S Human Resources Department desires to enter into an agreement for General Liability Insurance Brokerage and Risk Management Consulting; and

**WHEREAS**, the COUNTY has agreed to engage the FIRM, and the FIRM has agreed to contract with the COUNTY, to [state brief description of SERVICES to be provided] in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the promises and covenants set forth below, the COUNTY and the FIRM hereby agree as follows:

### ARTICLE 1 - SCOPE OF SERVICES

The FIRM agrees to perform the services identified in "RFP Section 1.0," the "PURPOSE and SCOPE OF SERVICES" (hereinafter, the "SERVICES"), which is attached hereto and is hereby made a part of this Agreement. The FIRM agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the FIRM that the COUNTY will not compensate the FIRM for any services not included in the SCOPE OF SERVICES as specifically identified in RFP Section 1.0 without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, which is executed by the Cattaraugus County Administrator (the "Administrator") or the Cattaraugus County Personnel Director (the "Personnel Director"), after consultation with the head of the COUNTY Department responsible for the oversight of this Agreement (the "Department Head"), and upon review by the County Attorney's Office.

### ARTICLE 2 - TERM OF AGREEMENT

The FIRM agrees to perform the SERVICES beginning **[ENTER START DATE]**, 20\_\_\_\_, and ending **[ENTER COMPLETION DATE]**, 20\_\_\_\_.

If, owing to the actions or neglect of the COUNTY, the FIRM is prevented from completing the SERVICES within the Term of this Agreement, then the FIRM'S sole and exclusive remedy shall be to request that a Change Order, Amendment or an Addendum to this Agreement be issued by the Administrator or the Personnel Director, permitting an extension of time to perform the SERVICES equal to the time lost due to such delay. Such request shall be based upon written notice only, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim and stating the specific nature of the claim. An extension of time to perform the SERVICES may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the Administrator or the Personnel Director. In no event shall the COUNTY be liable to the FIRM, its subcontractors, agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

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### **ARTICLE 3 - COMPENSATION**

For satisfactory performance of the SERVICES, or as such SERVICES may be modified mutually by a written Change Order, Amendment, or Addendum to this Agreement, the COUNTY agrees to compensate the FIRM in accordance with the fees and expenses as set forth in "Schedule B," which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the FIRM shall submit to the COUNTY invoices for the SERVICES rendered. Each invoice shall be prepared in such form and supported by such documentation as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due to the FIRM within sixty (60) days of receipt of the FIRM'S invoice with supporting documentation, and upon approval by the Department Head and the County Treasurer. The COUNTY will notify the FIRM in writing of its reasons, if any, for objecting to all or any portion of the FIRM'S invoice and/or supporting documentation.

A **[CHOOSE ONE- fixed fee OR not-to-exceed]** amount of **[WRITE OUT DOLLAR AMOUNT IN CAPS HERE]** AND **\_\_\_/100 (\$ . ) DOLLARS** has been established for the SCOPE OF SERVICES to be rendered by the FIRM. Costs in excess of the above noted amount may not be incurred without the prior written authorization of the Administrator or the Personnel Director, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment or Addendum to this Agreement. It is specifically agreed to by the FIRM that the COUNTY shall NOT be responsible for any additional costs, or costs in excess of the above-noted cost, if authorization by the Administrator or the Personnel Director is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

### **ARTICLE 4 - EXECUTORY CLAUSE**

The COUNTY shall have no liability under this Agreement to the FIRM or to anyone else beyond funds appropriated and available for this Agreement.

The FIRM understands and agrees that the dollar amounts identified in this Agreement are based upon the previous year's funding allocations from the State of New York and/or the Federal government, which are the basis for any advances made by the COUNTY hereunder. In the event that the amount of aid anticipated from New York State and/or the Federal governments change or are reduced or denied, in part or in full, the COUNTY, where appropriate, shall not be liable to the FIRM for the difference. If the full New York State and/or Federal aid in reimbursement to the COUNTY for any payment made by the COUNTY to the FIRM is not approved, for any reason whatsoever, then the COUNTY may (i) deduct and withhold from any future payments an amount equal to the reimbursement denied, or (ii) otherwise recover from the FIRM the amount denied by the State of New York or Federal governments. It is understood that based upon changes in the New York State aid and/or the Federal funding process, the actual New York State and/or Federal aid dollar amounts in this Agreement may change throughout the year. The amounts in this Agreement will be amended to reflect the actual approved New York State and/or Federal aid amounts upon notification by New York State and/or Federal governments to the COUNTY, as necessary.

### **ARTICLE 5 – PROCUREMENT OF AGREEMENT**

The FIRM represents and warrants that no person or selling agent has been employed or retained by the FIRM to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The FIRM further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The FIRM makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the FIRM shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

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### **ARTICLE 6 - CONFLICT OF INTEREST**

The FIRM represents and warrants that neither it, nor any of its directors, officers, members, partners or employees, have any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. The FIRM further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it, and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Cattaraugus County Ethics Law, as amended from time to time, to submit a disclosure form to the COUNTY'S Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the COUNTY'S Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the FIRM shall not make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

### **ARTICLE 7 – REPRESENTATIONS BY THE FIRM**

The FIRM represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the SERVICES to be provided under this Agreement and that it is properly permitted, equipped, organized and financed to perform such SERVICES.

The FIRM understands that it may become necessary for the COUNTY to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses and/or conclusions developed as a result of the performance of these SERVICES. The FIRM is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The FIRM shall be responsible for such penalties resulting from false information submitted to the COUNTY by the FIRM.

The FIRM warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If FIRM or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the FIRM agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to FIRM'S status in this regard, or any failure by FIRM to immediately notify the County Attorney of any change in such status, shall result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

### **ARTICLE 8 - FAIR PRACTICES**

The FIRM, and each person signing on behalf of the FIRM, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by the FIRM without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices, which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement, and on the proposal or quote submitted by the FIRM, have not been knowingly disclosed by the FIRM prior to the communication of such quote to



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the COUNTY, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and

- C. No attempt has been made or shall be made by the FIRM to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the FIRM (i) published price lists, rates, or tariffs covering the services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such services and/or items, or (iii) provided the same services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 8.

### **ARTICLE 9 - INDEPENDENT CONTRACTOR**

In performing the SERVICES and incurring expenses under this Agreement, the FIRM shall operate as and have the status of an independent contractor, and shall not act as or be an agent of the COUNTY. As an independent contractor, the FIRM shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for the FIRM'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the FIRM covenants and agrees that neither it, nor its employees or agents, shall hold themselves out as, nor claim to be, officers or employees of the COUNTY, or of any department, agency or unit thereof, by reason hereof, and that the FIRM'S employees or agents shall not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Workers' Compensation coverage, 4i insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

### **ARTICLE 10 - ASSIGNMENT**

The FIRM shall not assign any of its rights, interests, or obligations under this Agreement, or any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Administrator or the Personnel Director, upon review by the Cattaraugus County Attorney's Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent shall be void, and any SERVICES provided thereunder will not be compensated. Any assignment properly consented to by the Administrator or the Personnel Director shall be subject to all of the terms and conditions of this Agreement.

Failure of the FIRM to obtain any required consent to any assignment, shall be grounds for termination for cause at the option of the COUNTY, and if this Agreement be so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to the FIRM, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the COUNTY, except so much thereof as may be necessary to pay the FIRM'S employees for past SERVICES.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the FIRM for the benefit of its creditors made pursuant to the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the COUNTY to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

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### **ARTICLE 11 – SUBCONTRACTING**

FIRM agrees to include the following provisions in any and all subcontract agreements for SERVICES to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the COUNTY and the FIRM; and
- B. That nothing contained in the subcontractor agreement shall impair the rights of the COUNTY; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the COUNTY and the FIRM, shall create any contractual relation in law or equity, between the subcontractor and the COUNTY; and
- D. That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Article 13 of this Agreement between the COUNTY and the FIRM.

Upon signing this Agreement, FIRM shall provide the Department Head with the names and scopes of work of any and all subcontractors to be used in the performance of FIRM'S obligations pursuant to this Agreement. Furthermore, upon request by the COUNTY, FIRM shall provide copies of any and all subcontract agreements for SERVICES to be performed pursuant to this Agreement.

The FIRM agrees that it is fully responsible to the COUNTY for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by the FIRM. The FIRM shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

### **ARTICLE 12 - PERFORMANCE**

The FIRM shall perform the SERVICES using its own equipment and facilities wherever and whenever possible. In performing the SERVICES, the FIRM shall assign qualified personnel and perform such SERVICES in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized and reputable professional firm performing services of a similar nature. The FIRM is hereby given notice that the COUNTY shall be relying upon the accuracy, competence, and completeness of the FIRM'S performance in using the results of these SERVICES. The FIRM shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

### **ARTICLE 13 - CONFIDENTIALITY**

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the FIRM from or through the COUNTY or any other person connected with the COUNTY, or developed, produced, or obtained by the FIRM in connection with its performance of SERVICES under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.
- B. The term "FIRM" as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of the FIRM.

The FIRM shall keep all Confidential Information in a secure location within the FIRM'S offices. The COUNTY shall have the right, but not the obligation, to enter the FIRM'S offices in order to inspect the arrangements of the FIRM for keeping



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Confidential Information secure. The COUNTY'S inspection, or its failure to inspect, shall not relieve the FIRM of its responsibilities pursuant to this Article 13.

The FIRM shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the COUNTY, without the prior written consent of the Administrator or the Personnel Director, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the SERVICES under this Agreement.

The FIRM shall notify the COUNTY immediately upon its receipt of any request by anyone other than the COUNTY for, or any inquiry related to, Confidential Information. The FIRM is not prohibited from disclosing portions of Confidential Information if, and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the FIRM, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the COUNTY requests all or a portion of Confidential Information, the FIRM shall oppose such request and cooperate with the COUNTY in obtaining a protective order or other appropriate remedy, unless and until the Administrator or the Personnel Director, upon consultation with the Cattaraugus County Attorney, in writing, waives compliance with the provisions of this Article 13, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the COUNTY waives compliance with this Article 13, or determines that such disclosure is legally required, the FIRM shall disclose only such portions of Confidential Information that, in the opinion of the COUNTY, the FIRM is legally required to disclose, and the FIRM shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the performance of any of the SERVICES in connection with this Agreement, FIRM shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the COUNTY, substantively identical to this Article 13. Further, at any time, if requested by the COUNTY, FIRM shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the FIRM and/or any of its subcontractors.

### **ARTICLE 14 – OWNERSHIP OF CONFIDENTIAL INFORMATION**

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 13, including all copies thereof, is the exclusive property of the COUNTY regardless of whether or not it is delivered to the COUNTY. The FIRM shall deliver Confidential Information and all copies thereof to the COUNTY upon request.
- B. To the extent that copies of Confidential Information are authorized by the COUNTY to be retained by the FIRM, such information shall be retained in a secure location in the FIRM'S office for a period of six (6) years after completion of the SERVICES, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the COUNTY'S direction.

### **ARTICLE 15 – PUBLICITY**

The prior written approval of the COUNTY is required before the FIRM, or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the SERVICES performed or data collected in connection with this Agreement.

If the FIRM, or any of its employees, representatives, servants, agents, assignees or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Administrator or the Personnel Director which, unless otherwise agreed to in said written permission, will entitle the COUNTY to a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

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### **ARTICLE 16 - BOOKS AND RECORDS**

The FIRM agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

### **ARTICLE 17 - RETENTION OF RECORDS**

The FIRM agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The COUNTY, any New York State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

### **ARTICLE 18 – AUDITING AND REPORTS**

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the COUNTY. The FIRM shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the FIRM shall make its records available to the COUNTY upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the COUNTY, the State of New York, the Federal Government and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds, whether from the COUNTY, the State of New York, the Federal Government, private sources, or otherwise. The FIRM shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

The FIRM shall, within sixty (60) days of the expiration of this Agreement, submit a report to the COUNTY'S Department Head detailing the SERVICES provided under this Agreement. The FIRM further agrees to provide any additional information that the COUNTY may at any time request, upon reasonable notice to the FIRM. Notwithstanding the foregoing, more comprehensive and/or frequent reporting requirements as may be set forth in RFP Section 1.0 will take precedence over the provisions of this paragraph.

### **ARTICLE 19 – NO DISCRIMINATION**

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the FIRM will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, the FIRM agrees that neither it, nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the SERVICES, or (ii) discriminate against or intimidate any employee hired for the performance of SERVICES under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the FIRM agrees that neither it, nor its subcontractors, shall by reason of race, creed, color, national origin, age, sex or disability: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the SERVICES, or (ii) discriminate against or intimidate any employee hired for the performance of SERVICES under this Agreement. The FIRM is subject to (i) a fine of FIFTY AND 00/100 (\$50.00) DOLLARS per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

## **Cattaraugus County Human Resources**

303 Court Street 2<sup>nd</sup> Floor, Little Valley, NY 14755

PHONE: 716-938-2241 / FAX: 716-938-2759 / WEB: [www.cattco.org](http://www.cattco.org)

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### **ARTICLE 20 - INSURANCE**

For provision of the SERVICES set forth herein and as may be hereinafter amended, the FIRM shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as set forth in "Schedule C" (Cattaraugus County Standard Contract Insurance Requirements For Professional Services), which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of SERVICES to be performed by the FIRM pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the COUNTY. The COUNTY shall be named as an additional insured on all Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the FIRM and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, the FIRM irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 20. The provision of insurance by the FIRM shall not in any way limit the FIRM'S liability under this Agreement.

The FIRM shall attach to this Agreement, certificates of insurance evidencing the FIRM'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the COUNTY, with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY'S Insurance Department and the Department Head. and (iii) the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the FIRM.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the FIRM'S start of the performance of SERVICES (including subsequent policies purchased as renewals or replacements); and
- B. The FIRM shall maintain similar insurance for a minimum of three (3) years following final acceptance of the SERVICES; and
- C. If the insurance is terminated for any reason, the FIRM agrees to purchase for the COUNTY, an unlimited, extended reporting provision to report claims arising from the SERVICES performed under this Agreement; and
- D. Immediate notice shall be given to the COUNTY, through the Department Head, the Cattaraugus County Attorney's Office, and the COUNTY'S Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

### **ARTICLE 21 - INDEMNIFICATION**

The FIRM agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed by the FIRM, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the COUNTY, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the FIRM, its employees, representatives, subcontractors, assignees, or agents. The FIRM agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee, or agent of the FIRM, either within or without the scope of

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the respective employment, representation, subcontract, assignment or agency, or arising out of the FIRM'S negligence, fault, act, or omission, then the COUNTY shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

### **ARTICLE 22 - RESPONSIBILITY TO CORRECT DEFICIENCIES**

It shall be the FIRM'S responsibility to correct, in a timely fashion and at the FIRM'S sole expense, any deficiencies in its SERVICES resulting from the FIRM'S failure to act in accordance with the standards set forth in Article 12 (Performance) and RFP Section 1.0, provided such deficiencies are reported to the FIRM within one hundred-twenty (120) days after completion of the SERVICES. If the FIRM fails to correct such deficiencies in a timely and proper manner, the COUNTY may elect to have others perform such corrections, and the COUNTY may charge any related cost of such corrections to the FIRM and/or set-off such amount against any sums otherwise due to the FIRM. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded to the COUNTY for such deficiencies, nor shall they constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

### **ARTICLE 23 - CURRENT OR FORMER COUNTY EMPLOYEES**

The FIRM represents and warrants that it shall not retain the services of any COUNTY employee or former COUNTY employee in connection with this Agreement, or any other agreement that said FIRM has or may have with the COUNTY, without the express written permission of the Administrator or the Personnel Director. This limitation period covers the preceding one (1) year or longer if the COUNTY employee or former COUNTY employee has or may have an actual or perceived conflict of interest due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the FIRM shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

### **ARTICLE 24 - PROTECTION OF COUNTY PROPERTY**

The FIRM assumes the risk of and shall be responsible for any loss or damage to the COUNTY'S property and equipment, whether owned, leased, or otherwise possessed by COUNTY, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the FIRM, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by the FIRM as an expert, consultant, specialist, or subcontractor hereunder, shall be the responsibility of the FIRM.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The FIRM agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article 24.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

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### **ARTICLE 25 – FORCE MAJEURE**

Neither Party hereto shall be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The FIRM'S financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the FIRM is so delayed in the timely performance of the SERVICES, the FIRM'S sole and exclusive remedy is to request that a Change Order, Amendment or Addendum to this Agreement be issued by the COUNTY and signed by the Administrator or the Personnel Director, permitting an extension of time to perform the SERVICES in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the SERVICES may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the Administrator or the Personnel Director. In no event shall the COUNTY be liable to the FIRM or its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

### **ARTICLE 26 - TERMINATION**

The COUNTY may, by written notice to the FIRM, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the COUNTY'S convenience, (ii) upon the failure of the FIRM to comply with any of the terms or conditions of this Agreement, or (iii) upon the FIRM becoming insolvent or bankrupt.

Upon termination of this Agreement, the FIRM shall comply with any and all COUNTY closeout procedures, including but not limited to:

- A. Accounting for and refunding to the COUNTY within ten (10) days, any unearned and/or unexpended funds that have been paid to the FIRM pursuant to this Agreement; and
- B. Furnishing to the COUNTY within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the FIRM through, or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof; and
- C. In the event that this Agreement is terminated for the convenience of the COUNTY, the FIRM shall be paid for all SERVICES rendered through the date of termination in accordance with Schedule B.

In the event the COUNTY terminates this Agreement, in whole or in part, as provided in this Article 26, the COUNTY may procure upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the FIRM shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, the cost and expense of any services procured by the COUNTY to complete the SERVICES herein will be charged to the FIRM and/or set off against any sums due to the FIRM.

Notwithstanding any other provisions of this Agreement, the FIRM shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the FIRM'S breach of this Agreement, or failure to perform in accordance with applicable standards. The COUNTY may withhold payments due to the FIRM for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from the FIRM is determined.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.



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### **ARTICLE 27 - SET-OFF RIGHTS**

The COUNTY shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY'S right to withhold for the purposes of set-off any monies otherwise due to the FIRM (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the COUNTY by operation of law. The COUNTY shall also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the COUNTY for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

### **ARTICLE 28 - NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Administrator or the Personnel Director, after consultation with the Cattaraugus County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Cattaraugus County, or if appropriate, in the Federal District Court, with venue in the Western District of New York in the Buffalo Division.

### **ARTICLE 29 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise. The FIRM shall render all SERVICES under this Agreement in accordance with applicable provisions of all Federal, New York State, and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

### **ARTICLE 30 - WAIVER AND SEVERABILITY**

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the COUNTY unless such waiver is explicitly given in writing by the Administrator or the Personnel Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Administrator or the Personnel Director.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision, or the application of any other provision of this Agreement.

### **ARTICLE 31 - GENERAL RELEASE**

Acceptance by the FIRM or its assignees, of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative or other means, shall constitute and operate as a general release to the COUNTY from any and all claims of the FIRM arising out of the performance of this Agreement.

### **ARTICLE 32 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES**

No claim whatsoever shall be made by the FIRM against any officer, agent, or employee of the COUNTY, for or on account of any act or omission in connection with this Agreement.

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### **ARTICLE 33 - ENTIRE AGREEMENT**

The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

### **ARTICLE 34- SURVIVING OBLIGATIONS**

The FIRM'S obligations, and those of the FIRM'S employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to Article 7 (Representations by the FIRM), Article 12 (Performance), Article 13 (Confidentiality), Article 14 (Ownership of Confidential Information), Article 15 (Publicity), Article 17 (Retention of Records), Article 21 (Indemnification), Article 22 (Responsibility to Correct Deficiencies), and Article 24 (Protection of County Property), shall survive completion of the SERVICES and/or the expiration or termination of this Agreement.

### **ARTICLE 35 - NOTICES**

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise

specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

**FIRM:**

[INSERT FIRM NAME HERE]

Attention: [INSERT APPROPRIATE INFORMATION]

[INSERT FIRM'S ADDRESS]

[INSERT FIRM'S CITY, STATE & ZIP CODE]

**COUNTY:**

CATTARAUGUS COUNTY Personnel Department

Attention: Julie J. Carr, Personnel Director

303 Court Street, 2<sup>nd</sup> Floor

Little Valley, NY 14755

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the COUNTY'S Department of [Insert your Department here] and the Cattaraugus County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the COUNTY:

**MAILING ADDRESS:**

Cattaraugus County  
Attn: County Attorney  
303 Court Street, 3<sup>rd</sup> Floor  
Little Valley, NY 14755

**PHYSICAL ADDRESS:**

Cattaraugus County  
Attn: County Attorney  
303 Court Street, 3<sup>rd</sup> Floor  
Little Valley, NY 14755

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

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**ARTICLE 36 - MODIFICATION**

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes to RFP Section 1.0, the PURPOSE and SCOPE OF SERVICES, in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the Administrator or the Personnel Director, after consultation with the Department Head, executes an Addendum, Amendment or Change Order to this Agreement. The aforesaid Addendum, Amendment or Change Order shall specifically set forth the scope of such extra or additional SERVICES, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

**ARTICLE 37 - HEADINGS AND DEFINED TERMS**

The Article headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

Authorizing Authority Name Here

(Approved as to content)

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CATTARAUGUS COUNTY

[INSERT FIRM NAME]

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
NAME: [If known]  
TITLE: [If known]  
DATE: \_\_\_\_\_

**\*\*Note:** Contracts for Professional Services require approval by the Legislature via Resolution proposal and Legislative Act approval.



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**SCHEDULE B**  
**FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT**

1. The FIRM'S fee for SERVICES shall not exceed the amount of **[ENTER WRITTEN DOLLAR AMOUNT HERE] AND \_\_\_/100 (\$ .00) DOLLARS** for the Term of this Agreement.
2. The FIRM shall bill the COUNTY'S Human Resources on a [weekly/monthly/quarterly] basis for the SERVICES performed, at a rate of **[ENTER WRITTEN DOLLAR AMOUNT HERE] AND \_\_\_/100 (\$ .00) DOLLARS** per [hour/day/week/month], which shall not exceed the amount of **[ENTER WRITTEN DOLLAR AMOUNT HERE] AND \_\_\_/100 (\$ .00) DOLLARS** per [week/month/quarter].
3. The FIRM shall submit to the COUNTY original invoices for payment. The invoices shall contain a claimant certification which shall be signed and dated by an officer or authorized designee of the FIRM, who shall also be identified as to title.
4. The FIRM shall submit its invoices by the [write out: first, tenth, etc] (\_\_\_<sup>th</sup>) day of each [month/quarter], for the SERVICES performed during the previous [month/quarter].
5. The FIRM'S invoices shall contain, or have attached, sufficient supporting detail, as reasonably required by the COUNTY, to verify the claim.
6. In no event shall claims be submitted in advance or accrued prior to expenditure.
7. The FIRM'S final invoice under this Agreement shall be submitted by the [write out: tenth, thirtieth, etc] (\_\_\_<sup>th</sup>) day of the month following the ending date contained in Article 2.
8. The COUNTY will remit payment to the FIRM within sixty (60) days of approval of the invoice by the Personnel Director of the COUNTY'S Department of Human Resources and the Cattaraugus County Treasurer.
9. The FIRM agrees to meet any additional invoicing requirements that the COUNTY may from time to time require, with reasonable notice to the FIRM.

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### **SCHEDULE C** **CATTARAUGUS COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS** **FOR PROFESSIONAL SERVICES**

**UNLESS OTHERWISE AUTHORIZED BY THE CATTARAUGUS COUNTY INSURANCE COORDINATOR, STRICT ADHERENCE TO THIS SCHEDULE IS REQUIRED. ANY DEVIATION FROM THESE REQUIREMENTS WITHOUT PRIOR AUTHORIZATION FROM THE INSURANCE COORDINATOR WILL RESULT IN A DELAY IN FINALIZING THIS AGREEMENT.**

#### **WORKERS' COMPENSATION AND DISABILITY INSURANCE:\***

The FIRM shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the COUNTY'S Insurance Department Certificates of Insurance evidencing this coverage. **If the FIRM is not required to carry such insurance, the FIRM must submit form CE-200 attesting to the fact that it is not required to do so.**

**WORKERS' COMPENSATION REQUIREMENTS:** To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the FIRM) seeking to enter into contracts with municipalities (the COUNTY) MUST provide ONE of the following forms to the municipal entity (the COUNTY) it is entering into a contract with:

- **IF THE FIRM IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER**, submit Form C-105.2, "Certificate of Workers' Compensation Insurance." The FIRM'S insurance carrier will send this form to the COUNTY at the FIRM'S request. **PLEASE NOTE:** The State Insurance Fund provides its own version of this Form (the U-26.3).
- **IF THE FIRM IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED**, submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance." The FIRM'S Group Self-Insurance Administrator will send this form to the COUNTY at the FIRM'S request.
- **IF THE FIRM IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available from the link below.

**DISABILITY BENEFITS REQUIREMENTS:** To assist the State of New York and municipal entities (the COUNTY) in enforcing WCL Section 220(8), business entities (the FIRM) seeking to enter into contract with municipalities (the COUNTY) MUST provide ONE of the following forms to the municipal entity (the COUNTY) it is entering into a contract with:

- **IF THE FIRM IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER**, submit Form DB-120.1, "Certificate of Disability Benefits Insurance." The FIRM'S insurance carrier will send this form to the COUNTY at the FIRM'S request.
- **IF THE FIRM IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED**, submit Form DB-155, "Certificate of Disability Self-insurance." The FIRM must call the Workers Comp. Board's Self-Insurance Office at (518)402-0247.
- **IF THE FIRM IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available from the link below.

Form CE-200 and the instructions for completing the application and obtaining the form are available on the New York State Workers' Compensation Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Common Forms." Business entities without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center

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at any District Office of the Workers' Compensation Board. However, business entities using the manual process may wait up to four (4) weeks before receiving a CE-200. **Employees of the Workers' Compensation Board cannot assist business entities in answering questions about this form. Please contact an attorney if you have any questions regarding Form CE-200. However, if you have questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 546-9322.**

**\*NOTE: ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits Insurance Coverage. The manner of proof related to Workers' Compensation and Disability Insurance is controlled by New York State Laws, Rules and Regulations.**

### **COMMERCIAL GENERAL LIABILITY INSURANCE:**

The FIRM shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the COUNTY from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the FIRM, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the FIRM to maintain such insurance in amounts sufficient to fully protect itself and the COUNTY, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

### **OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
  - A. Contractual Liability
  - B. Independent Contractors
  - C. Products and Completed Operations
3. The Cattaraugus County, located at 303 Court Street, Little Valley, NY 14755, shall be added to the Commercial General Liability policy as an "Additional Insured" and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

### **AUTOMOBILE LIABILITY INSURANCE:**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the FIRM with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

### **OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:**

1. Coverage shall include:
  - A. All owned vehicles
  - B. Hired car and non-ownership liability coverage
  - C. Statutory No-Fault coverage

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**PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)**

[ X ] If this box is checked, Professional Liability Insurance shall be provided by the FIRM as follows:

Professional Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.**

**ADDITIONAL CONDITIONS OF INSURANCE:**

1. The FIRM shall submit copies of any or all required insurance policies as and when requested by the COUNTY.

**CERTIFICATE OF INSURANCE:**

The FIRM shall file with the COUNTY'S Insurance Department, prior to commencing work under this Agreement, a Certificate of Insurance.

1. The Certificate of Insurance shall include:
  - A. Name and address of Insured
  - B. Issue date of certificate
  - C. Insurance company name
  - D. Type of coverage in effect
  - E. Policy number
  - F. Inception and expiration dates of policies included on the certificate
  - G. Limits of liability for all policies included on the certificate
  - H. "Certificate Holder" shall be the Cattaraugus County, 303 Court Street, Little Valley, NY 14755.
2. If the FIRM'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the COUNTY shall be provided with a new certificate indicating the replacement policy information as requested above. The COUNTY requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

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### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between COUNTY OF CATTARAUGUS, having its business address at 303 Court Street, Little Valley, New York 14755 ("Covered Entity") and \_\_\_\_\_, having its business address at \_\_\_\_\_ ("Business Associate"), is effective as of the date of the Service Agreement (defined below) (the "Agreement Effective Date").

#### RECITALS

A. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of an agreement whereby Business Associate will provide certain services to or perform functions on behalf of Covered Entity (the "Service Agreement").

B. Business Associate may have access to information, some of which may be Protected Health Information ("PHI") as defined below, in fulfilling its responsibilities under the Service Agreement.

C. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104.191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy and Security Rules"); and with the requirements of Subtitle D the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 (Public Law 111-5) 42 U.S.C. Sections 17921-17954 ("HITECH") and other applicable laws.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions.

a. Breach means the unauthorized access, acquisition, use, or disclosure of PHI which compromises the security or privacy of PHI, except where: (1) an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of a covered entity or business associate (a) was made in good faith and within the course and scope of the employment or other professional relationship of such employee, or individual, respectively, with the covered entity or business associate; and (b) such information is not further acquired, accessed, or used or disclosed by any person; or (3) any inadvertent disclosure, by a person who is otherwise authorized to access PHI at a covered entity or business associate, to another person at the same covered entity or business associate provided that any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization.

Any acquisition, access, use or disclosure of PHI in a manner not permitted by the above paragraph is presumed to be a "Breach" unless Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or reviewed; and (iv) the extent to which the risk to the PHI has been mitigated.

b. Business Associate shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR § 160.103.

c. Covered Entity shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to 45 CFR § 160.103.

d. Data Aggregation shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR § 164.501.

e. Designated Record Set shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR 164.601 and 45 CFR 164.524. Subject to the foregoing, a Designated Record set means a group of records maintained by or for a Covered Entity that is: (1) the individual's medical and billing records or (2) used in whole or in part, by or for the covered entity to make decisions about the individual, and does not include: (a) duplicate information maintained in other systems; (b) data collected and

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maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual's medical record such as pathology slides and diagnostic film.

f. Disclosure means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.

g. Electronic Health Record is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

h. Electronic Protected Health Information or "EPHI" means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.

i. Health Care Operations shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR § 164.501.

j. Individual shall have the same meaning as the term "Individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

k. Limited Data Set means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

l. Personal Health Record means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

m. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164.

n. Protected Health Information or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual, and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR 160.103.

o. Secured PHI means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals only if one or more of the following applies:

- (i) Electronic PHI has been encrypted as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;
- (ii) Encryption processes tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:
  - (a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;
  - (b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines



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for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;

(iii) The media on which the PHI is stored or recorded has been destroyed on one of the following ways:

- (a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed;
- (b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

p. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

q. Unsecured Protected Health Information means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

r. Use means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate's organization.

### 2. Obligations of Business Associate.

a. Permitted Uses. Business Associate shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by HIPAA, HITECH, and applicable state law. Business Associate acknowledges that sections of the Privacy Rule, the Security Rule and the HITECH Act apply directly to Business Associate in the same manner as they apply to Covered Entity and agrees to comply with such rules and regulations as applicable. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA or HITECH if so used by Covered Entity, except that Business Associate may use PHI (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) to report violations of law to appropriate federal and state authorities consistent with 45 CFR § 164.5020(1), or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

b. Permitted Disclosures. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA or HITECH if disclosed by Covered Entity, except that Business Associate may disclose PHI (i) in a manner permitted pursuant to this Agreement, (ii) for the proper management and administration of Business Associate; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

c. Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement, HIPAA, HITECH and state law and to protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of Covered Entity.

d. Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity in writing any Security Incident, unauthorized access of PHI, Use or Disclosure of PHI otherwise than as provided for by this Agreement, Breach involving Unsecured PHI, or any known pattern of activity or practice that constitutes a material breach of this Agreement, within two (2) business days of becoming aware of such improper Use or Disclosure, unauthorized access, Security Incident or Breach. In the event of a Breach, if the identity and/or contact information of all such Individuals is not known, Business Associate must nevertheless notify Covered Entity of the Breach within the two (2) business day time frame and provide additional information concerning the identification of affected Individuals as soon as it is available. Business Associate shall: (i) take prompt action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Agreement and state or federal law; (ii) take additional action to mitigate as requested by Covered Entity; and (iii) upon request, assist Covered Entity in the performance of a risk assessment to determine if a Breach has occurred.

e. Business Associate's Agents/Subcontractors. Business Associate may disclose PHI to and permit the use of PHI by its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services for or on behalf of Covered Entity. Business Associate shall ensure that any agents, including subcontractors, to whom it provides

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PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

f. Access to PHI. Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors in Designated Records Sets or in an Electronic Health Record available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws.

g. Amendment of PHI. Business Associate or its agents or subcontractors shall make PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws.

h. Accounting Rights. Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record.

i. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Covered Entity's PHI, and relating to security incidents involving Covered Entity's Electronic PHI, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with HIPAA and HITECH.

j. Minimum Necessary. Business Associate and its agents or subcontractors shall only request, use and disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure.

k. Retention of PHI. Notwithstanding Section 3(d) of this Agreement, Business Associate and its subcontractors or agents shall retain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of this Agreement.

l. Audits, Inspection and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or Disclosure of PHI and the implementation of appropriate security safeguards pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement.

### 3. Term and Termination.

a. Term. This Agreement shall become effective on the Agreement Effective Date and shall continue until terminated by Covered Entity or until the Service Agreement expires or is terminated. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Sections 2, 4, 5, 6, 7 and 8 of this Agreement.

b. Material Breach. A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by Covered Entity.

c. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under HIPAA, HITECH, the provisions of this Agreement or the Service Agreement and does not terminate the Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall terminate the Agreement and the Service Agreement, if feasible. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate must take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the Business Associate must terminate this Agreement if feasible. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.



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d. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

4. **Limitation on Liability.** Covered Entity will not be liable to Business Associate or any other person for any consequential, incidental, punitive or other damages arising from or relating to the PHI (including but not limited to errors or omissions in the PHI) or for Covered Entity's performance or failure to perform under this Agreement.

5. **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other party and its respective employees, directors, officers, subcontractors, and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees) arising from or in connection with any Breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by the indemnifying party or its employees, directors, subcontractors, or agents. This indemnification obligation shall survive the expiration or termination of this Agreement.

6. **Injunction.** Covered Entity and Business Associate agree that any violations of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this section shall survive the expiration or termination of this Agreement.

7. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, HITECH or state law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

8. **Amendment.**

a. **Written Amendment Required.** This Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

b. **Amendment to Comply with Law.** The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH, and other applicable laws relating to the security or confidentiality of PHI.

9. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

10. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

11. **Independent Contractor Relationship.** This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

12. **Notice.** Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

**TO:** **COVERED ENTITY:**  
COUNTY OF CATTARAUGUS  
303 Court Street  
Little Valley, New York 14755

## Cattaraugus County Human Resources

303 Court Street 2<sup>nd</sup> Floor, Little Valley, NY 14755

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**TO: BUSINESS ASSOCIATE:**

13. Severability. If any section or portion of this Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Agreement.

14. Interpretation. The terms and conditions of this Agreement shall supersede any conflicting terms and conditions in the underlying Service Agreement (as amended from time to time) between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, and applicable laws. The parties agree that any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, and applicable laws.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Business Associate Agreement as of the Service Agreement Effective Date.

### COUNTY OF CATTARAUGUS

Covered Entity

Business Associate

By:	_____	By	_____
		(sign):	_____
Name:	Paula J. Stockman	Name	_____
Title:	Chairman	(print):	_____
	Cattaraugus County Legislature	Title:	_____
Date:	_____	Date:	_____

**THE FOLLOWING SHEETS MUST BE**  
**COMPLETED AND RETURNED**  
**WITH THE PROPOSAL**

RESPONDER'S NAME: \_\_\_\_\_

**ASSUMED NAME CERTIFICATION**

**\*If the responder's business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.**

ASSUMED

NAME: \_\_\_\_\_

If the responder is an individual, the proposal must be signed by that individual; if the responder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the proposal or previously filed with the Personnel Director

**The submission of this proposal constitutes a certification that no County Officer has any interest therein. (Note: In the event that any County Officer has any such interest, the full nature thereof should be disclosed below.)**

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**INSURANCE STATEMENT**

**Responder agrees as follows - please mark appropriate box(es):**

Insurance Certificate as requested is attached

☐

**OR**

I certify that I can supply insurance as specified if awarded the contract

☐

Insurance Certificate filed on \_\_\_\_\_  
DATE

**FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY RESPONDER**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

## ORGANIZATION INFORMATION FORM

RESPONDER NAME:

\_\_\_\_\_

TYPE OF ENTITY: CORP. \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ OTHER \_\_\_\_\_

FEDERAL EMPLOYER ID #: \_\_\_\_\_ OR SOCIAL SECURITY

#: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF APPLICABLE: DATE FILED: \_\_\_\_\_ STATE FILED:

\_\_\_\_\_

If a non-publicly owned corporation:

CORPORATION NAME: \_\_\_\_\_

LIST PRINCIPAL STOCKHOLDERS: (owning 5% or more of outstanding shares)

\_\_\_\_\_

\_\_\_\_\_

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

If a partnership:

PARTNERSHIP NAME: \_\_\_\_\_

LIST PARTNERS NAME(S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **CERTIFICATION AND SIGNATURE FORM**

## **AFFIDAVIT OF NON-COLLUSION**

NAME OF RESPONDER: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ EXT: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, responder or potential responder.
2. Neither the price(s), nor the amount of this proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from responding to this RFP, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from responding to this RFP or to submit a complementary proposal on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

**8. By submission of this proposal, I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Print Name & Company Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Federal I.D. Number

**ALL QUESTIONS PERTAINING TO THIS RFP MUST BE  
SUBMITTED IN WRITING PRIOR TO May 2, 2017**

**(This form can be used and faxed to 716-938-2759 to the attention of Julie Carr, Personnel Director. Or questions can be submitted by email to Julie Carr at [jjcarr@cattco.org](mailto:jjcarr@cattco.org) copied to the contact person listed on page1. Human Resources will respond as soon as possible.)**

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contact Name:**

**Telephone No.:** \_\_\_\_\_

**Fax No.:**

**E-mail:**

[illegible]