



County of Fairfax, Virginia

AMENDMENT

Date: **APR 27 2018**

AMENDMENT NO. 9

CONTRACT TITLE: Secondary Health Care Claims Administration Services

CONTRACTOR

Anthem Health Plans of Virginia
d/b/a Anthem Blue Cross and Blue Shield
2015 Staples Mill Road
Richmond, VA 23230

SUPPLIER CODE

1000008910

CONTRACT NO.

4400001980
(formerly XX08-948440-11A)

The above contract is hereby amended as follows:

1. Contract 4400001980 is extended for five (5) years, effective July 1, 2018 through June 30, 2023.
2. Contract prices are increased effective July 1, 2018 through June 30, 2023 as follows:

Claim	Rate
Medical	\$21.71
Dental	\$21.71
Pharmaceutical (Drug)	\$3.27
Network Access	20%

3. **DELETE** Anthem's Medical Plan Group Agreement #41841000, Section I.D, RESPONSIBILITY TO MAINTAIN CONFIDENTIALITY and **REPLACE** with the following Section below:

D. RESPONSIBILITY TO MAINTAIN CONFIDENTIALITY

Plan Administrator acknowledges that all information about Claims Administrator's business is confidential and proprietary. "Confidential and proprietary information" does not include information generally known to the public or information known to Plan Administrator prior to the executing of this Agreement. Plan Administrator will not permit the duplication, use, or disclosure of any confidential and proprietary information unless specifically authorized to do so by Claims Administrator or unless required to do by a subpoena, or court order, or otherwise permitted by law. However, before any disclosure of confidential and proprietary information is made by Plan Administrator pursuant to subpoena or court order, Plan Administrator must give prompt notice of its receipt of the subpoena or court order to Claims Administrator. All confidential and proprietary information shall be marked as such in accordance with Freedom of Information Act. Confidential and proprietary information does not include information that is subject to disclosure under the Virginia Freedom of Information Act.

4. **DELETE** Anthem's Medical Plan Group Agreement #41841000, Section IV.G, LIMITATION ON ACTION and **REPLACE** with the statement, "Section intentionally omitted."

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

5. **DELETE** Exhibit A – Fairfax County Short Form Contract, Section 4.1., INTERPRETATION OF CONTRACT and **REPLACE** with the following Section below:

4.1. Any questions pertaining to this contract shall be directed to:

Yong Kim, CPPB, Contract Specialist II
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-3217
E-mail: yong.kim@fairfaxcounty.gov

6. **DELETE** Exhibit A – Fairfax County Short Form Contract, the second paragraph of Section 15.1.c., CONTRACT INSURANCE PROVISIONS, which states as follows, "The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract."
7. **DELETE** Exhibit A – Fairfax County Short Form Contract, Section 15.1.k.8., CONTRACT INSURANCE PROVISIONS.
8. **REPLACE** the \$500,000 limits in Section 15.1.c., d., and e. and increase it to \$1,000,000.
9. **DELETE** Exhibit A – Fairfax County Short Form Contract, Section 29, INELIGIBILITY and **REPLACE** with the following Sections below:

29. INELIGIBILITY:

- 29.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- 29.2. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:

- a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

- 29.3. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

10. DELETE Exhibit A – Fairfax County Short Form Contract, Section 31, CONTRACTUAL DISPUTES and REPLACE with the following Sections below:

31. CONTRACTUAL DISPUTES:

- 31.1. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- 31.2. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

11. ADD the following Section below to Exhibit A – Fairfax County Short Form Contract:

37. IMMIGRATION REFORM AND CONTROL ACT:

- 37.1. Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

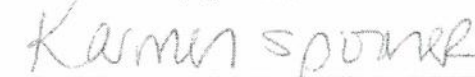
12. **CHANGE** the name used in the contract 4400001980 from "Department of Purchasing and Supply Management" to "Department of Procurement and Material Management.

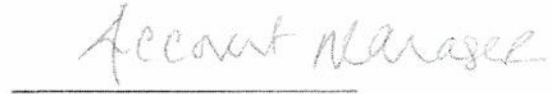
All other terms and conditions remain the same.

ACCEPTANCE:

BY:


(Signature)


(Printed)


(Title)


(Date)



Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e

Sheriff's Office – Kevin Burns

Sheriff's Office – Vera Giles/e

Contractor – Karmen.Spooner@Anthem.com & Linda.Pace@anthem.com

Contract Specialist II – Yong Kim, CPPB

ACS, Team 1 – Jennifer Waysome-Tomlin