

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
(703) 228-3410

REQUEST FOR PROPOSALS NO. 22-DHS-RFPLW-337

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 12:00 P.M. ON THE 4<sup>TH</sup> DAY OF NOVEMBER 2021 FOR:

ASSISTED LIVING FACILITY AND SHORT-TERM RESIDENTIAL SERVICES FOR INDIVIDUALS WITH SERIOUS MENTAL ILLNESS AND/OR CO-OCCURRING DISORDERS

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSALS.

NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

**PREPROPOSAL CONFERENCE**

A virtual preproposal conference will be held at **8:00 a.m., October 11, 2021** on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please [click here to join the meeting](#), or join by dialing [\(347\) 973-6905](#) and enter Conference ID **575 594 925#**. ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia  
Office of the Purchasing Agent

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TABLE OF CONTENTS

I.	INTRODUCTION TO EVALUATION PROCESS.....	4
II.	INFORMATION FOR OFFERORS .....	5
III.	INTRODUCTION TO REQUEST FOR PROPOSAL NO. 22-DHS-RFPLW-337 .....	9
IV.	SCOPE OF SERVICES .....	11
V.	PROPOSAL REQUIREMENTS .....	24
VI.	CONTRACT TERMS AND CONDITIONS .....	30
	EXHIBIT C LIVING WAGE FORMS.....	49
	EXHIBIT D LIVING WAGE QUARTERLY COMPLIANCE REPORT.....	51
	EXHIBIT E BUSINESS ASSOCIATE AGREEMENT .....	52
	EXHIBIT F NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR) .....	63
	EXHIBIT G NONDISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL).....	65
VII.	ATTACHMENTS AND FORMS.....	67
	PROPOSAL FORM.....	68
	ATTACHMENT A REQUIRED REPORTS.....	74
	ATTACHMENT B ASSISTED LIVING FACILITY ALF CLIENT LIST.....	76
	ATTACHMENT C COST PROPOSAL FORM.....	77

## **I. INTRODUCTION TO EVALUATION PROCESS**

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

### **MANDATORY REQUIREMENTS**

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

Mandatory Qualification Requirements:

1. The Offeror must hold state operational licenses and permits for its current facilities and programs. If the Offeror is not currently operating a facility or program, the Offeror must obtain all applicable licenses and permits prior to operating such facilities or programs.
2. The Offeror must have a minimum of three years' demonstrated experience in operating group homes/ALFs or other congregate living programs for individuals with mental illness and/or substance use disorders.
3. The Offeror must either own or be able to lease housing that meets the requirements stated in the Scope of Services.

## II. INFORMATION FOR OFFERORS

### 1. SOLICITATION SCHEDULE

#### RFP No. 22-DHS-RFPLW-337 – TENTATIVE SCHEDULE

RFP ISSUANCE	OCTOBER 4, 2021
QUESTION DEADLINE	OCTOBER 21, 2021 AT 3:00 P.M.
ADDENDUM ISSUANCE (IF APPLICABLE)	OCTOBER 25, 2021
<b>PROPOSALS DUE</b>	<b>NOVEMBER 4, 2021 AT 12:00 P.M.</b>
CONTRACT AWARD	TBD

### 2. QUESTIONS AND ADDENDA

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 22-DHS-RFPLW-337**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY OCTOBER 21, 2021, AT 3:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANDY QUESTIONS AFTER THIS DATE AND TIME.**

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

### 3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

### 4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

**5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

**6. NOTICE OF DECISION TO AWARD**

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

**7. TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

**8. FINANCIAL STATEMENT**

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

**9. DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

**10. CONFLICT OF INTEREST STATEMENT**

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

**11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be

added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

**12. AUTHORITY TO TRANSACT BUSINESS**

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

**13. EXCEPTIONS TO TERMS AND CONDITIONS**

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

**14. INSURANCE REQUIREMENTS**

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

**15. ARLINGTON COUNTY BUSINESS LICENSES**

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**16. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is

under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

**17. LIVING WAGE CONTRACT**

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called “Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any contractor or subcontractor working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County’s website. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.). For questions, Offerors may email [livingwage@arlingtonva.us](mailto:livingwage@arlingtonva.us).

**18. RIDER CLAUSE**

Offerors will have the option to extend any contract resulting from this solicitation as follows:

**A. Extension to Other Jurisdictions**

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

**B. Inclusion of Governmental & Nonprofit Participants**

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

**C. Contract Agreement**

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

**19. ELECTRONIC SIGNATURE**

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.



### **III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 22-DHS-RFPLW-337**

The intent of this solicitation is to obtain the services of a qualified contractor for each of the following residential programs serving clients with serious mental illness and/or with co-occurring substance use disorders who are served by the Arlington County Behavioral Healthcare Division (BHD). Offeror(s) may submit proposals for either or both of the following two services, both of which require the Offeror to provide housing.

- 1. Long-term Residential Services, Assisted Living Facility (ALF), (indefinite stay)** - serves a minimum of 15 clients, age 18 or older with serious mental illness.
- 2. Short-term Transitional Housing Services (max stay 90 days)** – serves a minimum of 10 adults with serious mental illness who are homeless or at risk of becoming homeless, are engaged with BHD and receive services to meet their ongoing housing and financial needs. This program requires limited residential services.

#### **INTRODUCTION TO ARLINGTON COUNTY**

Arlington County is situated in Northern Virginia on the south bank of the Potomac River directly across from Washington, D.C. Arlington is also bordered by Fairfax County and City of Falls Church to the northwest, west and southwest, and the City of Alexandria to the southeast. With a land area of 26 square miles (67 km<sup>2</sup>), Arlington is the geographically smallest self-governing County in the United States. In 2015, the County's population was estimated at 229,164, which would make it the fourth-largest city in the Commonwealth if it were incorporated as such, and due to state law regarding population density, has no other incorporated towns within its borders.

#### **DEPARTMENT OF HUMAN SERVICES**

The Department of Human Services (DHS) promotes the health, safety and economic stability of Arlington residents. It is the largest department in the County, providing services to more than 58,000 clients per year with an approximate \$142 million budget, more than 700 staff, and about 140 programs. As an integrated agency with public assistance, social service, behavioral healthcare, housing, public health, adult and aging services, and employment programs under one department, DHS is well equipped to meet the complex needs of at-risk clients and families. DHS monitors and assesses the full realm of human needs in the County, facilitates services by the private sector, and provides services directly. DHS serves as a problem identifier and catalyst for community action, working toward greater community collaboration.

#### **BEHAVIORAL HEALTH DIVISION**

The mission of the Behavioral Health Division (BHD) is to provide comprehensive behavioral health services to adult clients in Arlington County with substance use disorders and/or serious mental illness with the goal of assisting clients in their recovery and functional goals.

The BHD is part of the Arlington Community Services Board (CSB), a public agency that provides a number of publicly funded and mandated services for clients with mental health, substance use, developmental

disability service needs. As part of the CSB, the BHD adheres to Virginia Department of Behavioral Health and Disability Services (DBHDS) standards and regulations.

The Arlington CSB operates within the Arlington County Department of Human Services. The BHD both employs staff directly and uses contract relationships with providers in the community to provide a comprehensive continuum of care. The BHD also partners with a number of community stakeholders, including schools, police, and primary care providers.

The BHD provides mental health and substance use treatment to over 4,000 clients a year. Clients are native English speakers, multi-lingual, or monolingual in other languages; some are local, and others come from different parts of the globe. To ensure service accessibility for all clients, the county is looking to contract with programs that offer treatment in a variety of languages.

#### **IV. SCOPE OF SERVICES**

Services rendered under this contract shall be provided in compliance with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) definitions in the Core Services Taxonomy Version 7.3, specifically Group Homes, Intensive Residential Services (521). The core service taxonomy is found [here](#).

**Contractor(s) must keep an active operational license throughout the contract period.**

#### **I. LONGTERM RESIDENTIAL SERVICES – ASSISTED LIVING FACILITY – INDEFINITE STAY**

##### **A. Target Population**

The Contractor shall serve the following Target population:

- Adults (aged 18 years or older)
- Clients diagnosed with a serious mental illness (SMI) and some with concurrent substance use disorder
- Residents of Arlington County and served by the DHS Behavioral Healthcare Division

##### **1. Referrals**

All clients will be referred by the County. The County Project Officer will coordinate the referral efforts with the Contractor to promote efficient client transitions. Any reservations by the Contractor to accept a County referral who otherwise meets admission criteria will be forwarded to the Project Officer who will review the Contractor's justification. The County will make all final referral decisions.

The Project Officer will schedule and facilitate periodic admissions meetings to evaluate and prioritize all potential referrals and monitor new client admissions. The Contractor shall provide a representative for this meeting.

##### **2. Discharges**

The Contractor shall collaborate with the BHD treatment team regarding any potential discharges. Final discharge decisions will be made by the Project Officer.

The Contractor shall complete discharge documentation. Discharge documentation must include: a description of the reasons for the discharge, a final evaluation summary of the client's progress toward goals in the service plan, and a plan developed with the client and BHD Case Manager regarding the client's continuing and/or future service needs.

**B. General Requirements**

The Contractor shall be responsible for the following:

1. Provide long-term residential services for a minimum of 15 targeted clients per day, 365 days per year.
2. Provide one or a combination of single-family or townhomes suitable to accommodate a minimum of 15 clients per day. Ideally, a private bedroom will be provided for each resident. The housing must accommodate the various physical and service needs of Arlington Behavioral Healthcare Division (BHD) clients and be in compliance with the Virginia Department of Social Services (DSS) regulations found [here](#) and Arlington County zoning regulations found [here](#).
  - a. Each home must have a sufficient kitchen facility, living space and bathrooms to accommodate a minimum of 15 residents per day. Ideally, each home or townhome must have one full bathroom for every three residents.
  - b. Each home must have a wi-fi enabled computer and landline telephone available for client use.
  - c. The home(s) should have proximity to a bus or Metro stop; if this is not the case, alternative transportation options must be offered to the clients.
3. Provide an inventory for all furniture at contract start; keep inventory up to date. Furniture will be the property of the Contractor at the end of the contract.
4. Housing Management: Provide basic housing management functions to include:
  - a. Lease the units to clients, and collect a monthly fee per Virginia licensing requirements found [here](#).
  - b. Furnish the bedrooms with appropriate furniture pieces, at a minimum a twin bed and nightstand per person and a shared dresser, table, chair, and lamp(s). The Contractor will replace furniture when broken, damaged or no longer in good condition as a result of wear and tear, as determined by the County. Furniture will be replaced at the Contractor's expense.
  - c. Furnish common areas and equip kitchen with appliances, dishes, and other necessary items. The Contractor will replace items as needed, at its own expense.
  - d. Pay housing related expenses, including utilities, property tax, insurance, and maintenance contracts.
  - e. Conduct inventory of client property at admission and discharge and maintain a copy of the inventory in the clients' charts.
5. Housing Maintenance: Maintain the structural, mechanical, electrical, and plumbing systems of the housing units including:
  - a. Ensure the routine maintenance and preventive maintenance are performed in a timely and efficient manner. Emergency building maintenance situations must be addressed immediately.
  - b. Ensure the homes and units are free of hazards and kept clean and free of rubbish.

6. Assisted Living Facility Staffing
  - a. All staff performing clinical functions must be Qualified Mental Health Professionals (QMHPs).
  - b. Preferred bi-lingual capacity (Spanish).
  - c. Collaborate with the County to determine the most appropriate staffing adjustments necessary to accommodate acute crisis situations as necessary.
  - d. Follow staffing, training, and supervision requirements for State of Virginia Licensed Assisted Living Facility Standards found [here](#).
  
7. Assisted Living Facility Clients' Service Planning and Coordination
  - a. Use a person-centered planning approach. Clients should be expected, to the extent that they choose, to chair their planning meetings. The Contractor is expected to seriously consider client feedback, to be primarily future focused and responsive to clients' needs, and to afford clients respect as the prime director of their service types and delivery.
  - b. Include the following members of the client's Interdisciplinary Team (IDT) in the planning meeting: Contractor's staff, BHD Case Manager, family members, other service providers and other social supports as requested by the client when possible.
  - c. Provide all services and documents in the client's preferred language in compliance with Executive Order 13166, Title VI of the Civil Rights Act of 1964.
  - d. Develop an Individual Service Plan (ISP) for each client within one week of admission. The ISP must be updated as goals change. The individual ISP shall describe the Contractor's responsibilities regarding services provided as well as the client's responsibilities and expectations. The ISP must be person-centered and address goals related to increased independence, such as community skill development, and the transition into permanent independent living situations and be consistent with BHD's ISP developed by the BHD Case Manager.
  - e. Notify the County Project Officer and Case Manager of any incidents that affect the safety and physical or mental wellbeing of the residents and submit a written incident report to the County Project Officer within 24 hours of the incident.
  - f. Upon contract start, submit ISP formats to be used to the Project Officer for review and approval. The ISP must be typed.
  - g. ISP must be provided to both the client and the BHD Case Manager no later than 10 business days following the planning meeting. ISPs will be reviewed by the County and included into the BHD ISP.
  - h. Coordinate the planning of the periodic meetings of the IDT Team with the BHD Case Manager. The Contractor shall be responsible for the arrangement of a private place for the meeting, approved by the client.
  - i. Encourage clients to chair their own IDT meetings. The County's assigned BHD Case Manager will be supporting clients in this role.
  - j. Update functional assessment (i.e. DLA-20, ASAM) for each client and submit it to the BHD Case Manager prior to each IDT review meeting.

- k. Complete reviews of clients' progress based on the ISP and on-going assessments at least quarterly. The precise schedule of review due dates will be negotiated between Contractor staff and the BHD Case Manager.
- l. Provide clients assistance and encouragement in the development of natural supports and friends among neighbors and associates with or without disabilities.
- m. Collaborate with clients' families, guardians or advocates for visits, social activities, or any other personal matters according to the expressed requests of the client. This collaboration shall include periodic contact with family for purposes of orientation and ongoing collaboration. This shall also include telephone access to staff and clients in case of an emergency.
- n. Provide assistance with transportation for clients to support their established goals and objectives. Encourage clients to use public transportation when available. Provide clients with travel training prior to the trip. Coordinate with other areas of service provision, including day support and BHD outpatient services, is essential.
- o. Provide psycho-social therapeutic and recreational opportunities appropriate to the needs of each client, the setting, and the expressed requests of the client.
- p. Provide services that are growth-oriented and are designed to contribute to clients' recovery, are trauma informed and encourage self-empowerment.
- q. Provide training and development opportunities for clients to address the following areas: functional self-help, personal care, daily living skills, adaptive behavioral skills for community and home environments, social skills, preparation of healthy meals, housekeeping, hygiene skills, money management, and self-administration of medication.
- r. Provide clients with nutritional guidance and meal planning/preparation.
- s. Conduct monthly update meetings with each client's BHD Case Manager.
- t. In conjunction with the BHD Case Manager, provide monitoring and documentation of clients' finances as needed and directed within the scope of each client's service plan.
- u. Coordinate client discharge planning with the Project Officer, the BHD Case Manager, the individual, and other relevant IDT members. Discharge planning shall include transitioning to alternative services that address the needs of the individual.
- v. Provide efficient monitoring and documentation of the health and physical condition of clients and assistance with medication and/or other medical needs consistent with the licensing requirements. Monitoring will include laboratory referrals and metabolic monitoring consistent with best practice guidelines.
- w. Provide nursing services to the clients of the group homes/ALF for the purpose of providing regular assessment of the healthcare needs of the clients, coordinating care with treating physicians, submitting referrals for healthcare services as needed, and medication monitoring.
- x. Implement medication management policies and procedures.
- y. Comply with all Virginia Department of Social Services (VDSS) Licensing Requirements and Regulations (found [here](#)) and Arlington County Zoning Regulations (found [here](#)).
- z. Services shall be provided in compliance with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) definitions in the Core Services Taxonomy

Version 7.3; specifically, domiciliary care, Supervised Residential Services (551) found [here](#).

6. Assisted Living Facility Required Program Policies and Procedures

Ensure that the Contractor has policies and procedures in place that adhere to the Virginia Department of Social Services standards found [here](#).

**C. Assisted Living Facility Performance Expectations**

Submit reports and/or data that documents compliance with the best practice performance measures in each of the categories below, to be presented to the Project Officer for review and approval within six (6) months of the contract award and every six months thereafter. The Contractor shall submit resulting reports in a format approved by the Project Officer. The Contractor shall provide updates about performance measures monthly as part of its monthly reports.

Best Practice Performance Measures

1. Maintain active state licensure of the facility.
2. Ensure staff development and document that 100% of staff have received at least three specialized trainings or other developmental opportunities on mental health conditions that exceed licensure or training requirements during the fiscal year. The Contractor will document that 100% of new hires receive orientation on mental health services prior to providing direct services to clients.
3. Comply with state staffing regulations for the duration of the Contract.
4. Ensure that 90% of residents are encouraged to participate in community-based activities at least four times per month. Engagement in the community is defined by recreational, social, physical, or faith-based activities. Activities must be documented.
5. Implement an evidence-based fall prevention program and meet the goal of fewer than five falls per 1000 resident bed days.
6. Ensure that there are robust on-call emergency procedures for incidents related to medications, mental health crises, and medical issues.
7. Within 30 days of execution of the Contract, submit annual individual survey questions and forms to the Project Officer for approval. Completed survey forms from all residents are due to the Project Officer by July 31 of each year. Annual individual surveys shall cover the period of July 1 – June 30.
8. By the 30th of each month, submit the following data for the prior month to the County's Project Officer:

- a. Number of admissions
  - b. Number of discharges (with reasons)
  - c. Successful transitions to more independent living situations
  - d. Number of hospitalizations (with reasons)
  - e. Staffing issues (Hires, Separations, Trainings, etc.)
  - f. Incident reports (trends and types of incidents)
  - g. Facility concerns and issues
  - h. Quality assurance activities, findings, and corrections related to resident care and nursing
  - i. Any other outcome measures, including, but not limited to employment and education opportunities data and statistics, as required by the Project Officer.
9. Implement DBHDS recommendations and any corrective action identified during DBHDS audits and monitoring.
  10. Participate with DBHDS, as requested, in developing client and family satisfaction survey instruments; conduct these surveys; and report the results to the State.
  11. Ensure that the medication error rates remain below 2%. Medication errors include: wrong person, wrong dosage, wrong medicine, wrong time, wrong route, medication refusal, medication administered but not recorded, medication reported missing, missed medications, pharmacy non-delivery, missed medications due to staff error and other medication errors. Medication management policies and procedures must comply with state regulatory standards.
  12. Submit reports as required by the Project Officer.

## **II. SHORT-TERM TRANSITIONAL HOUSING SERVICES – Maximum Stay 90 Days**

### **1. Target Population**

The Contractor shall serve the following Target population:

- Adults (aged 18 years or older)
- Residents of Arlington County and served by the DHS Behavioral Healthcare Division
- Diagnosed with a serious mental illness (SMI) and possibly concurrent substance abuse disorders
- Either homeless or at risk of homelessness and engaged with BHD to receive services to meet their ongoing personal and housing needs

### **1. Referrals**

All clients will be referred by the County. The County Project Officer will coordinate the referral efforts with the Contractor to promote efficient client transitions. Any reservations



by the Contractor to accept a County referral who otherwise meets admission criteria will be forwarded to the Project Officer who will review the Contractor's justification. The County will make all final referral decisions.

The Project Officer will schedule and facilitate periodic admissions meetings to evaluate and prioritize all potential referrals and monitor new client admissions. The Contractor shall provide a representative for this meeting.

7. Discharges

The Contractor shall collaborate with the BHD treatment team regarding any potential discharges. The Residential and Specialized Clinical Services Bureau Chief will make the final discharge determination.

The Contractor shall complete discharge documentation. Discharge documentation must include: a description of the reasons for the discharge, a final evaluation summary of the client's progress toward goals in the service plan, and a plan developed with the client and BHD Case Manager regarding the client's continuing and/or future service needs.

**B. General Requirements**

The Contractor shall be responsible for the following:

1. Provide short-term residential services for a minimum of 10 clients per day for up to 90 days.
2. Provide one or a combination of the following: single-family homes or townhomes; or several apartments. Ideally, a private bedroom will be provided for each resident. The housing must be suited to accommodate the various physical and service needs of Arlington Behavioral Healthcare Division (BHD) clients and be in compliance with the Arlington County zoning regulations found [here](#).
  - a. Each home must have a sufficient kitchen facility, living space and bathrooms to accommodate a minimum of 10 residents per day. Ideally, each home, townhome or apartment must have one full bathroom for every three residents.
  - b. Each home must have a landline telephone available for client use.
  - c. The home/s should have proximity to a bus or Metro stop; if this is not the case, alternative transportation options must be offered to the clients.
3. Provide an inventory for all furniture at contract start; keep inventory up to date. Furniture will be the property of the Contractor at the end of the contract.
4. Maintain and enforce policies for residential living. Policies must address expectations regarding residents' conduct, cleanliness, security, and interpersonal relations.
5. Facilitate weekly house meetings to address housekeeping and other pertinent issues.

6. Coordinate with County case managers to ensure proper coordination of care for clients.
7. Short-Term Transitional Housing Staffing
  - a. Staff the transitional housing program for up to 10 hours per week during times when the clients are most commonly available, which may include evenings and weekends. Client meetings and appointments shall be scheduled according to client availability.
  - b. Provide qualified staff with a minimum experience of three years working with clients with mental illness and/or substance use diagnoses.
  - c. Preferred bi-lingual staff (English/Spanish)
8. Short-Term Transitional Housing Management - Provide basic housing management functions to include:
  - a. Assess and collect monthly rent in an amount not to exceed 30% of a client's gross monthly income.
  - b. Furnish the bedrooms with appropriate furniture pieces, at a minimum a twin bed and nightstand per person and a shared dresser, table, chair, and lamp(s). The Contractor will replace furniture when broken, damaged or no longer in good condition as a result of wear and tear, as determined by the County. Furniture will be replaced at the Contractor's expense.
  - c. Furnish common areas and equip kitchen with appliances, dishes, and other necessary items. The Contractor will replace items as needed, at its own expense.
  - d. Pay housing related expenses, including utilities, property tax, insurance, and maintenance contracts.
  - e. Conduct inventory of client property at admission and discharge and maintain a copy of the inventory in the clients' charts.
9. Short-Term Transitional Housing – Housing Maintenance
  - a. Maintain the structural, mechanical, electrical, and plumbing systems of the housing units including the provision of routine and preventative maintenance in a timely and efficient manner. Emergency building maintenance situations must be addressed immediately.
  - b. Ensure that the homes and units are free of hazards and kept clean and free of rubbish.
10. Best Practice Performance Measures
  - a. The Contractor must ensure that there are robust on-call emergency procedures for incidents related to medications, mental health crises, and medical issues. These procedures will be periodically reviewed and approved by the Project Officer.
  - b. Submit to the County's Project Officer monthly:
    - i. Number of admissions
    - ii. Number of discharges (with reasons)
    - iii. Specify successful transitions to more stable living situations
    - iv. Number of hospitalizations (with reasons)
    - v. Incident reports (trends and types of incidents)

- vi. Facility concerns and issues.

### **III. REQUIREMENTS APPLICABLE TO BOTH PROGRAMS (I AND II)**

#### **A. Risk Management**

1. Submit to the County Project Officer a plan for the identification and evaluation, regular monitoring, and reduction or elimination of risks that may contribute to an unsafe environment. The plan is due the Project Officer within 30 days of the execution of this Agreement. The Plan will be reviewed and approved by the County Project Officer.
2. Within 30 days of the execution of this Agreement, submit to the County Project Officer an emergency plan that includes policies regarding the handling of natural disasters such as floods, storms, fire and other weather-related closings.
3. Establish an internal 24-hour emergency response plan and procedures to address emergency situations as quickly as possible. Ensure that clients are trained and maintain a working knowledge of the plan's provisions by conducting quarterly drills. Notify the County within 10 working days of any changes to this plan. The plan is subject to the review and approval by the County.
4. Within 30 days of the execution of this Agreement, submit to the County Project Officer written procedures to ensure the safety of clients transported in company-owned vehicles. Procedures shall at a minimum have guidelines and standards for the drivers, background checks, driver's license checks and company car maintenance requirements. The procedures are due to the Project Officer for review and approval within 30 days of the execution of this Agreement.

#### **B. Personnel**

1. Maintain adequate staffing levels for each program to fulfill the requirements of this Contract. Staff must be qualified for the work.
2. Administrative managerial staff shall be available for consultation with the County during business hours (Monday through Friday, 8 am to 5 pm).
3. Within 30 days of the execution of this Agreement, submit to the Project Officer staff training and retention plans that fulfill contract requirements.
4. Contractor's personnel management records shall include, at a minimum, the following:
  - a. Written job descriptions: All positions shall have updated job descriptions in the employee files. The job description shall list required qualifications for the position as well as responsibilities and essential functions.
  - b. Training and Education: Documentation of education and training shall be kept in the employees' files. The Contractor shall provide annual training in standards of conduct,

employee ethics, conflicts of interest, employee performance evaluations, and equal employment opportunity. The Contractor will also provide appropriate initial employee orientation.

- c. Performance Evaluation: Conduct periodic evaluations and assessments of employees' performance and include documentation in the employees' files. Provide an opportunity for clients served under this Contract to provide feedback for the staff performance evaluations.
  - d. Human Resource Policies: Document established personnel policies and procedures, including standards of conduct, employee ethics, conflicts of interest, employee performance evaluations, equal employment opportunity, appropriate initial employee orientation, and benefits.
5. Ensure that staff are trained and/or certified in the following areas prior to their initial assignments:
- a. Contractor policy on client confidentiality rights of clients, including the protection of confidentiality and prevention of any types of abuse
  - b. Principles of normalization, respect for the individual, enhancement of informed choice, person-centered care, recovery principles and least restrictive alternatives among services
  - c. Service documentation procedures
  - d. Health maintenance, to include control of infectious disease, and safety-related monitoring
  - e. Crisis prevention and intervention
  - f. First aid, and CPR
  - g. Reporting requirements and other issues related to the service of this contract.
  - h. Knowledge and applicability of a person-centered approach to delivery of services under this contract
  - i. Principle of community inclusion accompanied by information about community resources.
  - j. Behavior management principles and the appropriate implementation of client behavior management programs
  - k. Therapeutic techniques appropriate to the clients served
  - l. Aftercare and follow-up procedures
  - m. Virginia human rights regulations found [here](#)
  - n. Service documentation procedures
  - o. Evidence-based clinical practices in the treatment of substance use disorder and co-occurring mental health disorders
  - p. The role of medication assisted treatment as it relates to recovery from Opioid Use Disorders
  - q. The safe administration of opioid antagonist medications, such as naloxone

**C. Accommodation for Clients with Special Needs**

1. Behavioral Needs: Clients receiving therapeutic services shall remain integrated into their home environment unless crisis conditions warrant interventions off-site (e.g., hospitalization). Close information-sharing and coordination is expected with the County Project Officer and assigned BHD Case Managers to prevent and address crises. When behavior management strategies are employed, the least restrictive treatment strategies should be implemented, with an emphasis on positive, proactive strategies. All therapeutic strategies must be used in strict conformance with the authorized human rights protocols found [here](#).
2. Language and Cultural Needs: The Contractor shall have the capacity to accommodate the needs of clients of diverse languages and cultural backgrounds reflective of the population found in the County. A plan will be developed with the Project Officer for clients with special cultural needs who may need further accommodations.

**D. Budget and Finances**

Devise and implement a plan for collection of resident rental fees in accordance with industry regulations. Additionally, the Contractor must document efforts to collect the fees and reasons for unsuccessful collection. The Contractor shall bear financial responsibility for collecting all rental fees unless an exception is granted by the County. The Contractor shall not collect any additional fees. The fees collected from clients must be subtracted from the total costs charged to the County and included on monthly invoicing.

**E. Transition Requirements**

When the Contract terminates for any reason, the Contractor shall collaborate with the County in order to successfully transition clients to a new contractor's facilities as follows:

1. Continue all operations and reporting per the terms of the Contract for the duration determined by the County.
2. Participate actively and in good faith with the County and new contractor, as needed, to plan for and carryout client relocation.
3. Assist and facilitate client relocation, including packing client property and other necessary preparations as determined by the County.
4. In collaboration with the County, communicate information clearly and timely to clients regarding their relocation to mitigate challenges and anxiety.
5. Turn over all hardcopy client records requested by the Project Officer to the County. Records are due to the County within 15 days of a new contract award. Updated records that reflect services rendered during the transition period are due to the Project Officer within 15 days of contract termination. Hardcopy records include, but are not limited to:

- a. Psychosocial Assessment
  - b. Treatment Plan
  - c. Medical Screening
  - d. Risk Screening
  - e. Daily Living Activities (DLA20)
  - f. Doctor's Orders
  - g. Nutritional Plan
  - h. Face Sheet
  - i. Uniform Assessment Instrument
6. Within 15 days of contract termination, provide an error-free Consolidated Clinical Document (CCD) in electronic Comma Separated Value (CSV) format for each client that includes, but is not limited to:
- a. Patient demographics
  - b. Patient history
  - c. Medications
  - d. Allergies
  - e. Procedures
  - f. Encounters
  - g. Problem lists
  - h. Diagnosis
  - i. Lab results
  - j. Immunizations
  - k. Health risk factors

**F. COVID – 19 Mitigation Program**

Develop, together with the County, appropriate COVID-19 protocols to provide for the safety of residents, workers and visitors to the facility.

**G. Role of the County**

1. For all BHD clients served by the Contractor, the County will provide access to behavioral health crisis intervention, assessment, case management, employment/vocational supports, psychosocial day program, counseling, psychoeducation, and psychiatric and medication services, where appropriate and under eligibility guidelines of the relevant programs and in accordance with DHS intake procedures.
2. Refer clients to the facilities.
3. Designate a Project Officer to serve as the primary contact and to work directly with the Contractor to monitor the administration of services and address issues as they may arise. The Project Officer will:
  - a. Determine acceptability of all reports, materials and work products called for in this Agreement

- b. Distribute all relevant communications such as announcements from DHS, BHD, and DBHDS and other documents
  - c. Coordinate the referral process, including the maintenance of a waiting list for the residential services provided by the Contractor
  - d. Convene operations meetings with BHD and Contractor staff for reviewing current and future client placements
  - e. Conduct random site visits to monitor and assess the operations of the program, interview program participants, and address and resolve any program performance issues, review medication documentation and administration
  - f. Conduct periodic reviews of Contractor inventories of client property
  - g. Review program budgets, including any available Medicaid revenue reports detailing the amount of Medicaid revenue reimbursed to the Contractor during that period
  - h. Review changes to licensure and regulations relevant to the Contractor's and County staff
  - i. Discuss with stakeholders and resolve client issues
  - j. Conduct a comprehensive performance appraisal at least once annually based on agreed upon performance indicators
  - k. Coordinate and assist the Contractor in resolving programmatic, familial, Arlington County CSB, and other County concerns and issues with the performance of this contract
  - l. Conduct a semi-annual service utilization review based on the Contractor's reports
  - m. Coordinate monthly monitoring visits to review clinical programming and organizational systems and processes
  - n. Review all invoices and authorize payment for services rendered
  - o. Conduct quality assurance reviews as required by the County based on information from staff, client files, policies and reports needed to complete the review. Such reviews may include, but are not limited to review of the budget, performance standards and any proposed program changes
4. Assign a BHD Case Manager for each client placed. The BHD Case Manager will:
- a. Work closely with Contractor staff to determine an individual's level of functioning via standard of care and functional assessments at the onset of services and periodically, as determined by state/County regulations or as an individual's needs change
  - b. Initiate referrals, actively monitor progress, and facilitate the provision of any needed mental health, substance use, and human services
  - c. Document and inform other appropriate staff and the Project Officer of significant changes in a clients' level of functioning

## **V. PROPOSAL REQUIREMENTS**

### **1. GENERAL**

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

### **2. PROPOSAL SUBMISSION**

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

### **3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS**

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.



**4. PROPOSAL STANDARDS**

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

**5. EXPENSES INCURRED IN PREPARING PROPOSAL**

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

**6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS**

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

<b>EVALUATION CRITERIA</b>	<b>Points</b>
TECHNICAL EXPERTISE	35
TECHNICAL APPROACH	35
PERFORMANCE OUTCOME STATISTICS	15
COVID-19 MITIGATION PROGRAM	10
PRICE	5
TOTAL POINTS	100

**Technical Expertise**

**Points 35**

This factor considers the technical expertise provided by the Offeror to perform the requirements of this RFP. It encompasses all components of the Offeror’s organizational structure; the qualifications and expertise of the Offeror’s proposed staff, and staff development initiatives; facility capabilities and capacity; clinical, business, and administrative systems; and policies and procedures. In addition, it considers references from three current or previous contracts with other entities for similar services as required in this RFP.

This factor also encompasses the Offeror’s technical capacity to perform the required services as described throughout this solicitation, including the Offeror’s understanding of the population; knowledge of treatment approaches, modalities, and best practices; quality assurance plan; system to measure and trace service delivery outcomes; and policies and procedures for business and clinical systems.

**Technical Approach**

**Points 35**

This factor considers the technical approach to be utilized by the Offeror to perform the requirements of this solicitation. It examines the Offeror’s proposed technical plan, including the service description; service delivery and knowledge of the population to be served to perform the required work; the Offeror’s knowledge and application of recognized industry standards and best practice strategies for working with individuals with severe mental illness and/or substance use disorders; and the Offeror’s knowledge, expertise and understanding of diversity (including, but not limited to: racial, ethnic, gender and gender identity, sexual orientation, culture, linguistic, immigrant, disabilities, and religion) as it relates to the provision of services. It will also evaluate the approach the Offeror proposes to provide, utilize, maintain and/or manage required housing units.

The factor examines all elements of the technical approach and their overall cohesiveness in the successful delivery of the required services.

**Performance Outcome Statistics**

**Points 15**

This factor considers the Offeror’s past performances of services similar to the ones described in this solicitation. This factor includes an examination of the quality of services provided; the outcomes obtained in providing group home, ALF, or transitional-type housing services; timelines in service delivery, business practices; and overall satisfaction with the Offeror’s performance. The following statistics will be evaluated:

- Number of clients served per year per program
- Average length of stay for participants
- Percentage of participants who successfully completed the program/s
- Percentage of participants who reported improved functioning at discharge
- Percentage of participants who require referrals to a higher level of care
- DLA-20 change scores
- Client satisfaction survey results
- Additional outcome measures tracked by Offeror

**COVID-19 Mitigation Program**

**Points 10**

This factor considers the Offeror’s proposed program for COVID-19 mitigation described in Section III. Requirements Applicable To Both Programs, Paragraph F. COVID – 19 Mitigation Program. The committee will consider the Offeror’s proposed COVID-19 protocols to provide for the safety of residents, workers and visitors to the facility, along with any protection of confidential health information covered by the Health Insurance Portability Act (HIPAA) that is necessitated by the protocols.

**Cost**

**Points 5**

This factor will evaluate cost.

**7. PROPOSAL SUBMITTAL ELEMENTS**

The County will not evaluate proposals that do not contain all requested content. Use dividers with numbered tabs for each of the proposal elements, in the order listed.

**A. EXECUTED FORMS**

1. Proposal Form: original as detailed above.
2. Conflict of Interest Statement: included in the RFP document.
3. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).
4. Certification of Meeting Minimum Qualifications

5. Statement of Programs Proposed

**B. MANDATORY REQUIREMENTS**

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

1. The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.

*Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.*

2. The Offeror must hold state operational licenses and permits for their current facilities and programs. If the Offeror is not currently operating a facility or program, the Offeror must obtain all applicable licenses and permits prior to operating such facilities or programs.
3. The Offeror must have a minimum of three years' demonstrated experience in operating group homes/ALFs or other congregate living programs for individuals with mental illness and/or substance use disorders.
4. The Offeror must either own or be able to lease housing that meets the requirements stated in the Scope of Services.

**C. TECHNICAL EXPERTISE (UP TO 35 PAGES)**

The Offeror shall submit the following for each program proposed:

1. Organizational Experience: Describe your organization's qualifications and experience to perform the work described in this RFP, including direct experience with the specific subject matter. Include an organizational chart.
2. References: Provide three short projects/contracts descriptions similar to the program for which you are submitting a proposal and at least one reference for each of these three projects, including the organization's name and address, contact person and contact information (telephone number and e-mail address). Do not include Arlington County references.
3. Quality Assurance: Describe how you will integrate quality assurance into your daily processes and how you will ensure quality outcomes are being met. Provide a copy of the organization's quality assurance/improvement plan.
4. Personnel: Provide a staffing plan, including number of positions, position descriptions, and percentage of time for each position assigned to the contract; this should include possible consultants. Provide a sample weekly staffing schedule. Include the description of staff/qualifications in key management and technical positions and direct technical

supervisors. Also provide resumes of proposed staff, including relevant experience and education. Discuss how staff vacancies, vacation and inclement weather situations will be covered. Provide a copy of the Table of Contents for your personnel and training requirements/policies.

5. Clinical, business, and administrative policies and procedures: Provide a copy of the Tables of Contents for all organizational policies and procedures.

**D. TECHNICAL APPROACH (UP TO 35 PAGES)**

The Offeror shall submit the following for each program proposed:

1. The technical proposal must address each of the requirements described in the Scope of Work for this RFP. The proposal should describe the Offeror's strategies and philosophy and how they will be implemented to meet the objectives and performance requirements of this RFP. The Offeror may also include any suggestions on possible alternative approaches regarding the design, operation and implementation of the Scope of Work.
2. In addition, the proposal should describe the incorporation of best practices, the provision/linking of clients to other necessary services, a service evaluation plan and collaboration with the County. It must describe how the Offeror will implement a service delivery model that is culturally competent, recovery oriented and outcome-based.

**E. PERFORMANCE OUTCOME STATISTICS (UP TO 10 PAGES)**

For each program proposed, the Offeror shall submit actual outcome statistics from three similar projects that it has implemented and operated, dating back no more than five years. This must include an examination of the quality of services provided, the outcomes obtained, timelines in service delivery, business practices, and overall satisfaction with the Offeror's performance. The Offeror should also include a detailed description of successful outcomes for a minimum of one client served. The Offeror shall provide evidence of past outcomes for the following categories:

- Number of clients served per year per program
- Average length of stay for participants
- Percentage of participants who successfully completed the program(s)
- Percentage of participants who reported improved functioning at discharge
- Percentage of participants who required referrals to a higher level of care
- Daily Living Activity (DLA-20) change scores
- Consumer satisfaction survey results
- Additional outcome measures tracked by Offeror

**F. COVID-19 MITIGATION PROGRAM (UP TO 20 PAGES)**

The Offeror shall describe its proposed COVID-19 protocols to comply with Section III. Requirements Applicable To Both Programs, Paragraph F. COVID – 19 Mitigation Program, including if applicable, the protection of confidential health information covered by the Health Insurance Portability and Accountability Act (HIPAA). Relevant information includes, but is not limited to, any vaccine, testing, social-distancing and masking requirements and the number and

percent of vaccinated employees and subcontractors, at the time of submission and expected by the date of contract performance.

**G. COST PROPOSAL**

Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment C to provide pricing proposals. A Cost Proposal Spreadsheet shall be provided for each program proposed.

**H. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any**

**VI. CONTRACT TERMS AND CONDITIONS**

*THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (\*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.*

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

**SAMPLE AGREEMENT NO. 22-DHS-RFPLW-337**

THIS AGREEMENT is made, on \_\_\_\_\_, between \_\_\_\_\_ *Contractor's name, Contractor's address* \_\_\_\_\_ ("Contractor") a \_\_\_\_\_ *name of state* \_\_\_\_\_ *type of entity* authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Living Wage Forms
- Exhibit D – Living Wage Quarterly Report
- Exhibit E – Business Associate Agreement
- Exhibit F – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit G – County Nondisclosure and Data Security Agreement (Individual)

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

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

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide Assisted Living Facility And Short-Term Residential Services For Individuals With Serious Mental Illness and/or Co-Occurring Disorders. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on \_\_\_\_\_, 20\_\_\_\_ and must be completed no later than \_\_\_\_\_20 \_\_\_\_ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than nine (9) additional 12-month periods, from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until \_\_\_\_\_ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

**7. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

**8. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

**9. \* PAYMENT OF SUBCONTRACTORS**

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

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

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

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

**10. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**11. \* NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In



the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**13. \* COUNTY PURCHASE ORDER REQUIREMENT**

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

**14. BACKGROUND CHECK**

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check. The Contractor, its employees, and subcontractors shall also complete credentialing and background check(s) as required by insurance companies, licensing and regulatory agencies.

**15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**16. \* EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**17. \* EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**18. \* DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**19. \*SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**20. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**21. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date,

and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

#### **B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

Upon termination of the Contract for any reason, the Contractor will collaborate with the County as needed to transition clients to a new facility or facilities, as detailed in the Transition Requirements in Exhibit A. This may, at the County's discretion, include continuing to provide the services described in this Contract for a period to be determined by the County.

#### **22. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses,

including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**23. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**24. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**25. OWNERSHIP OF WORK PRODUCT**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

## **26. DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment F and G) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices

including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

**27. \* ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance,

deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**28. \* COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**29. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**30. \* AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**31. \* RELATION TO COUNTY**

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

**32. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**33. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)



**34. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**35. ASSIGNMENT**

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

**36. AMENDMENTS**

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

**37. \* ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**38. \* DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**39. \* APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**40. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**41. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**42. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**43. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**44. \* ATTORNEY’S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County’s reasonable attorney’s fees and expenses.

**45. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND DATA SECURITY AND PROTECTION.

**46. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

**47. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**48. NOTICES**

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

**TO THE CONTRACTOR:**

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

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**TO THE COUNTY:**

\_\_\_\_\_, Project Officer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**49. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**50. \* NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**51. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**52. HIPAA COMPLIANCE**

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit E). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act (“HITECH”), § 13401, the Contractor must also enter into an agreement with any

subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

### **53. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

### **54. SERVICE CONTRACT WAGE REQUIREMENTS**

#### a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-

based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit C);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit C;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email [livingwage@arlingtonva.us](mailto:livingwage@arlingtonva.us).

## 55. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Professional Liability/ Errors & Omissions - \$1,000,000 per occurrence/claim
- d. Medical Malpractice - \$2,500,000 per occurrence or the annual amount the state of VA requires, whichever is greater.
- e. Umbrella/Excess Liability - \$1,000,000 per occurrence/claim
- f. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- g. Crime Liability or Employee Dishonesty Bond - \$500,000 per occurrence.
- h. Abuse and Sexual Molestation Liability - \$1,000,000 per occurrence.
- i. Property Insurance to the amount of the contents, business interruption, and buildings/property replacement cost, if applicable.
- j. Cyber Liability Insurance - \$1,000,000 per occurrence.
- k. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- l. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- m. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- n. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

**56. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

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

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

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



EXHIBIT C

LIVING WAGE FORMS

# WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

**\$17.00 PER HOUR**

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION  
SECTION 4-103

**FOR INFORMATION CONTACT:**

ARLINGTON COUNTY  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
703-228-3410

# **AVISO de SALARIO**

## **MINIMO**

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR  
A

**\$17.00 POR HORA**

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.  
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

**PARA OBTENER MAS INFORMACIÓN, LLAME A:**

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE  
ARLINGTON.  
703-228-3410.

**PARA INFORMACION EN PERSONA DIRIJASE A:**

2100 CLARENDON BOULEVARD, OFICINA No 500  
ARLINGTON, VA 22201

**EXHIBIT D**

**LIVING WAGE QUARTERLY COMPLIANCE REPORT**

**By Email:** Please complete the report below and return it to: **livingwage@arlingtonva.us**

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**EXHIBIT E**

**BUSINESS ASSOCIATE AGREEMENT**

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

**Recitals**

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

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

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

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

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

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

**1) Definitions**

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

- a) **Accounting.** "Accounting" means a record of disclosures of protected health information made by the Business Associate.

- b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

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

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

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

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and



6. Contact information for Business Associate's representatives knowledgeable about the Breach.

- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

### **3) Permitted Uses and Disclosures by Business Associate**

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

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

### **4) Obligations of Covered Entity**

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

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

**5) Term, Termination and Breach**

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

- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

**6) Miscellaneous**

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

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

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

(3) County Project Officer

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

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

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

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

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

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.

- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.

- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

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

**Arlington County, Virginia**

**Business Associate**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Privacy Officer

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

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

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

**EXHIBIT F**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of \_\_\_\_\_ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. **22-DHS-RFPLW-337** (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the

County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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



**EXHIBIT G**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(INDIVIDUAL)**

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. **22-DHS-RFPLW-337** (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Witnessed:

Contractor’s Project Manager: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**

**VII. ATTACHMENTS AND FORMS**

ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 22-DHS-RFPLW-337

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN  
12:00 P.M., NOVEMBER 4, 2021.

FOR PROVIDING ASSISTED LIVING FACILITY AND SHORT-TERM RESIDENTIAL SERVICES FOR  
INDIVIDUALS WITH SERIOUS MENTAL ILLNESS AND/OR CO-OCCURRING DISORDERS  
PER THE SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE  
BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE  
FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE  
OFFEROR, OR THE PROPOSAL MAY BE REJECTED.

SUBMITTED BY:

*(legal name of entity)*

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINT NAME AND TITLE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NO.:

E-MAIL

ADDRESS:

\_\_\_\_\_

THIS ENTITY IS INCORPORATED

IN:

\_\_\_\_\_

THIS ENTITY IS A:

CORPORATION

LIMITED PARTNERSHIP

*(check the applicable  
option)*

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE  
SCC:

\_\_\_\_\_

*Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must  
include a statement with its proposal explaining why it is not required to be so authorized.*

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available) \_\_\_\_\_

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES  NO

OFFEROR STATUS: MINORITY OWNED:  WOMAN OWNED:  NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088)

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE 3 OF 6

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

---

---

---

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

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If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

OFFEROR'S PRINTED NAME: \_\_\_\_\_

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. **22-DHS-RFPLW-337**, and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF \_\_\_\_\_)

CITY/COUNTY OF \_\_\_\_\_) to wit:

\_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the undersigned a Notary Public in and for the State and County of aforesaid, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

\_\_\_\_\_

(Seal)

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

CERTIFICATION OF MEETING MINIMUM QUALIFICATIONS

I, \_\_\_\_\_ (hereinafter referred to as "Offeror"), certify that I meet the following minimum qualifications:

- 1. The Offeror must hold state operational licenses and permits for their current facilities and programs. If the Offeror is not currently operating a facility or program, the Offeror must obtain all applicable licenses and permits prior to operating such facilities or programs.
- 2. Offeror must have a minimum of three years' demonstrated experience in operating group homes/ALFs or other congregate living programs for individuals with mental illness and/or substance use disorders.
- 3. The Offeror must either own or be able to lease housing that meets the requirements stated in the Scope of Services.

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

Name of Offeror: \_\_\_\_\_



STATEMENT OF PROGRAMS PROPOSED

The Offeror has submitted proposal(s) for the following programs as outlined in this solicitation.

- I. Long-term Residential Services, Assisted Living Facility (ALF), (Indefinite Stay)
- II. Short-term Transitional Housing Services (Maximum Stay 90 days)
- Both Programs (I and II)

Signed: \_\_\_\_\_

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

Name of Offeror: \_\_\_\_\_

## ATTACHMENT A

### REQUIRED REPORTS

1. Annual Quantitative Data Report: Prepare a Client Quantitative Data Report in a format approved by the County by July 15 following the end of the County's fiscal year (July 1 through June 30); report must include an unduplicated count of:
  - Demographic information reports: Submit a demographic report for each client served. The report shall include the client's age, gender, race, and level of disability.
  - Number of admissions and discharges
  - Number of service beds available
  - Number of service beds utilized
  - Reasons for vacancies and the number of vacant service days
  - Other client and program data as may be required to comply with the Virginia DBHDS's Individual Client Data Elements report.
2. Quarterly Outcome Measures Progress Reports: Prepare and submit outcome reports. Reports will be due to the Project Officer; due dates will be negotiated after contract start.
3. Qualitative Outcome Data Reports: Submit agreed upon Qualitative Outcome data reports no later than 1st day of August for the previous fiscal year (July 1 through June 30); the details of the reports shall include the following:
  - Analysis of the general types of client problems that staff is addressing
  - Satisfaction survey results
  - Other agreed upon outcome measures
4. Virginia DBHDS Licensure Reports and Virginia DSS Licensure Inspections (if applicable): Submit the Virginia DBHDS Licensure Reports and Virginia DSS Licensure Inspections including annual evaluations, or any other reports associated with on-site inspections by Licensing Specialists. These reports shall be forwarded to the Project Officer within five (5) workdays of their receipt.
5. Reports of actual or suspected violations of client human rights (e.g., investigations by the Regional Human Rights Advocate; all contacts made to Adult Protective Services) to the corresponding agency, in the timeframe specified in state regulation.
6. Program and/or Policies and Procedures Revisions: Submit all Program Policies and Procedures, or changes in staffing patterns to the Project Officer within ten (10) workdays of approval.

7. Submit a Disparity Impact Statement for all programs to Arlington County on an annual basis by July 31<sup>st</sup> for the fiscal year just completed (The county fiscal year is from July 1 – June 30). The statement reflects the number of clients served during the specified period of time (fiscal year), and all identified subpopulations. This report must indicate the clients' ethnicity/race as defined by the US Census Bureau. A sample report template will be provided upon contract start.
8. Submit reports of significant incidents involving clients served under this contract. The report shall be forwarded to the Project Officer and BHD Case Manager within 24 hours of the incident occurrence and shall include all known incidents occurring on the Contractor(s) premises and all known incidences occurring while the client is off site, e.g., day program, employment, recreational event, etc. Examples of such incidents, by way of illustration and not limitation, may include:
  - Illegal Acts: Any illegal act by staff or clients including threats of violence, theft, possession of illegal substance, etc.
  - Wellbeing of Clients: All incidents related to the client's wellbeing, including, illnesses; hospitalizations; accidents; medication errors; incidents involving police, fire department, EMS; elopement and injuries and deaths
  - All incidents must be reported to the project officer regardless of whether or not incident meets the state reporting requirement threshold.
  - Human Rights reports: All actual or suspected violations of client human rights (e.g., all contacts made to Adult Protective Services) must be reported within 24 hours of the event.
  - Immediately notify the County of any outbreak of disease as defined by the Board of Health. Notification; notification must go to both the Project Officer and the Arlington County Public Health Division (ACPHD). ACPHD can be reached at 703-228 – 5200 (option #1) during business hours or 703-558-2222 (ask for the Public Health Duty Officer) during non-business hours. The Contractor may also voluntarily report additional information, including individual cases of communicable diseases, as well as request special surveillance or other epidemiological studies by the Department of Health.
9. Submit an annual financial audit report within 30 days of publishing date.
10. Provide quarterly report of staff turnover and vacancies by the last day of the month after the quarter.
11. Provide annual reports of staff training to the County Project Officer by July 31<sup>st</sup>.
12. Other Reports: Submit upon request any other reports deemed necessary by the Project Officer.

**ATTACHMENT B**

**SAMPLE ASSISTED LIVING FACILITY, ALF, CLIENT LIST**

Client	Daily Living Activities (DLA-20) score	Medicaid Coverage
Client 1	3.45	Yes
Client 2	2.75	Yes
Client 3	3.50	Yes
Client 4	2.90	Yes
Client 5	3.25	Yes
Client 6	2.95	Yes
Client 7	4.70	Yes
Client 8	2.75	Yes
Client 9	5.05	Yes
Client 10	3.10	Yes
Client 11	2.65	Yes
Client 12	3.47	Yes
Client 13	3.15	Yes
Client 14	2.65	Yes
Client 15	3.00	Yes