



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

REQUEST FOR PROPOSALS NO. 24-DHS-RFPLW-492

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 2:00 P.M. ON THE 9TH DAY OF JULY 2024 FOR:

**INTIMATE PARTNER AND SEXUAL VIOLENCE RESPONSE SERVICES
PROJECT P.E.A.C.E (PARTNERING TO END ABUSE IN THE COMMUNITY FOR EVERYONE)**

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. 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 BEFORE CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

PREPROPOSAL CONFERENCE

A virtual preproposal conference will be held at 12:00 p.m., June 14, 2024 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 the following link [here](#), or join by dialing +1 347-973-6905 and enter Conference ID 585 319 971#. 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, Virginia
Office of the Purchasing Agent

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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.

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

RFP No. 24-DHS-RFPLW-492 – TENTATIVE SCHEDULE

RFP ISSUANCE	JUNE 7, 2024
PREPROPOSAL CONFERENCE	JUNE 14, 2024 12:00 p.m.
QUESTION DEADLINE	JUNE 25, 2024 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	JUNE 27, 2024
PROPOSALS DUE	JULY 9, 2024, at 2:00 p.m.
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.24-DHS-RFPLW-492**. 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 JUNE 25, 2024, AT 5:00 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-subsidiary).

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, enjoined, or suspended 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, enjoined or suspended 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.

The County reserves the right to waive this requirement at any time, for any reason.

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 [mailto: 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.)

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. 24-DHS-RFPLW-492

Arlington County is seeking qualified Offerors to provide intimate partner and sexual violence response services, also known as Project P.E.A.C.E (Partnering to End Abuse in the Community for Everyone), in Arlington. Offerors may submit proposals for one or both parts of this RFP.

1. Part I: 24/7 Crisis Response Services for victims and survivors of intimate partner and sexual violence, to include hotline operation, safe housing, law enforcement collaboration and hospital accompaniment.
2. Part II: Short-Term behavioral health services for victims and survivors of intimate partner and sexual violence.

BACKGROUND/PURPOSE OF SOLICITATION

The Arlington County Department of Human Services (DHS) promotes the health, safety and economic stability of Arlington's residents. It is the largest department in Arlington County, providing services to more than 58,000 residents per year with more than 800 staff and 140 programs. As an integrated agency with public assistance, social service, behavioral healthcare, housing, public health, adult and aging services, and employment programs located within one department, DHS is well equipped to meet the complex needs of at-risk families and residents. DHS serves the full realm of human needs throughout Arlington County, and its mission is to strengthen, protect, and empower Arlington residents in need. DHS provides services directly and serves as a catalyst for community action, working toward greater community collaboration.

Project PEACE is the County's program for victims and survivors of intimate partner and sexual violence. Project PEACE assists Arlington County residents experiencing violence to gain access to safe housing, medical support, advocacy and mental health services. The County provides oversight and contracts out direct services. Since 2006, Project PEACE has provided technical assistance, subject matter expertise and funding to expand and enhance services for those impacted by intimate partner and sexual violence.

The County uses a Coordinated Community Response ("CCR") approach to address intimate partner and sexual violence. CCR is a best practice response model that places the responsibility of preventing and stopping intimate partner and sexual violence in the community by bringing together advocacy programs, law enforcement, criminal justice, human services and other community agencies to coordinate their responses.

Project PEACE provides guidance and technical assistance to CCR members to ensure seamless and holistic response systems. Project PEACE provides the foundation for a broader community partnership toward the shared goal of preventing intimate partner and sexual violence before it occurs.

In 2008, Project PEACE created the County's first three-year *Blueprint for Progress* to address intimate partner violence in Arlington. Since then, the Arlington CCR undertakes regular strategic planning, typically every three years. Data collected annually from CCR partners is used to develop future policies. The current *Blueprint For Progress* can be found here:

<https://www.arlingtonva.us/files/sharedassets/public/v/2/health/documents/project-peace-blueprint->

[for-progress-2021-2024_updated-2022.pdf](#). This RFP aligns with and promotes the priorities of this plan.

Arlington County has spent almost two decades strengthening its crisis response system to prevent and respond to intimate partner and sexual violence by connecting people swiftly to services and support that promotes short- and long-term safety. Safe shelter, resource advocacy, and crisis and short-term mental health services are critical components of this system and its mission to reduce and eliminate incidents of violence. Currently, the services are provided by a contracted service agency.

Any contracted agency or organization delivering intimate partner violence (“IPV”) services will be part of the County’s CCR and is expected to adhere to the following practices as guiding principles:

- *Accountability*: Abuse will not be condoned or tolerated in our community. Those who have harmed will be held accountable, in a trauma-informed way, by the courts and/or the community.
- *Anti-Oppression*: Power imbalances and inequities sanction and encourage interpersonal violence and must be intentionally and consistently addressed in our work. Project PEACE’s efforts strive to be rooted in anti-oppression and social justice frameworks.
- *Collaboration*: Our community is safer and served more effectively when individuals across systems and sectors work together to prevent, identify and respond to intimate partner and sexual violence.
- *Community Response*: The priority of all community responders is the safety of those impacted by intimate partner and sexual violence. Community responders must provide immediate crisis intervention and linkage to support services. All community responders share the goals and objectives of Project PEACE.
- *Confidential Services*: Those who have been harmed by intimate partner and sexual violence have the right to determine their own response within the confines of the law and live without fear of retribution.

Those who have harmed have a right to seek and receive support services to change and address their use of abusive and violent behaviors.

- *Individual Rights*: Everyone deserves to be treated with respect and dignity regardless of age, cultural or ethnic background, ability, gender, immigration status, marital status, race, religion, sexual orientation, or socio-economic status.
- *Prevention*: Age- and developmentally appropriate and culturally responsive prevention initiatives that promote healthy, safe and consensual intimate relationships and deter generational violence must be provided throughout the service-delivery system.
- *Survivor-Centered*: Placing the priorities, needs, and interests of those who have been harmed at the center of the work ensures that we provide assistance with an emphasis on client self-determination, assisting those who have been harmed to make informed choices, restoring

feelings of safety and security and safeguarding against policies and practices that may inadvertently re-traumatize those impacted. We acknowledge that as service providers we hold privilege and power and strive to ensure that the rights, voices, and perspectives of those who have been harmed are sought out and included when developing and implementing system- and community-based efforts to address the issues.

- *Trauma Informed:* All involved in incidents of intimate partner and sexual violence experience and are shaped by the trauma, which can impact future behaviors and reactions to new traumas. Services that take a trauma-informed approach are most effective to meet the needs of those impacted.

Arlington County is committed to delivering client services in an effective, equitable, respectful, and trauma-informed manner. County staff are dedicated to ensuring that clients are approached, engaged, and cared for in ways that demonstrate competency, sensitivity, and awareness of factors that impact the client experience, including, but not limited to, cultural identity, gender identity, racial and ethnic diversity, religious or spiritual ascription, physical capability and appearance, cognitive and literacy levels, sexual orientation, and linguistic needs. It is expected that each Offeror is committed to these principles.

PAST PERFORMANCE

Previous year's utilization rates by calendar year. Total number of Arlington residents (adults and youth) who received services for the past two calendar years.

Arlington County Service	2023	2022	2021
Arlington Domestic Violence Hotline	440	455	377
Arlington Sexual Violence Hotline	97	135	83
Arlington Lethality Assessment Program (LAP) Line	51	55	n/a
Arlington Prison Rape Elimination (PREA) Line	5	5	10
Arlington Hospital Accompaniment/Response	34	26	28
Arlington Safe Housing Program	135	117	84
Arlington Interpersonal Violence Victim Mental Health Services	173	210	181

IV. SCOPE OF SERVICES

I. GENERAL REQUIREMENTS

The following requirements apply to all services provided under this contract for crisis and non-crisis intimate partner and sexual violence victims. The Contractor(s) also must comply with all relevant local, state and federal laws in the operations and delivery of victim, behavioral health, and housing services as applicable.

- A. Timely, Survivor-Centered Services: provide trauma-informed and victim and survivor-centered crisis and/or non-crisis response support services to victims and survivors of sexual intimate partner violence who reside, work, or experience interpersonal violence in Arlington County.
 - 1. Services must be available to eligible individuals who are victims, survivors or witnesses to intimate partner, dating, sexual and stalking violence. All are eligible regardless of race, religion, color, sex, gender, gender identity, sexual orientation, spoken language, national origin, age, incarceration status or disability. During client engagement all clients must be treated with respect and dignity.
 - 2. Services must be delivered in Arlington County, Virginia. While virtual services are encouraged as an option, all services must be available to be delivered in-person within the physical boundaries of the County. Safe housing program housing locations must be located within boundaries of Arlington County.
 - 3. Inform clients of their rights related to being a victim of crime and/or experiencing housing instability and the types of services that are available within the County.
- B. Prioritize Safety: Ensure services and engagement strategies that focus on immediate safety and housing stability.
 - 1. Use a [validated risk and danger assessment tool](#) to assess the level of danger for those experiencing intimate partner violence.
 - 2. Offer and provide safety planning to all who disclose intimate partner and sexual violence. Immediately take appropriate action, such as contacting emergency services, when an incident arises that presents a safety risk to the client, other clients, third parties, or staff.
 - 3. Maintain a close relationship with local law enforcement the County's behavioral health and child welfare services. Have policies, clear procedures and staff training in place for:
 - a. Handling, referring, documenting, and reporting persons who disclose suicidal ideation, child abuse, child witnessed-intimate partner violence or emergency mental health needs.
 - b. Contacting Arlington County Police, Child Protection Services, Emergency Mental Health and others directly as indicated for callers in crisis that require the intervention of these organizations.
 - 4. Ensure that facilities are safe and secure by having safety procedures in place, such as client sign-in requirements, routine security checks, walk-throughs by staff, security plans for safety breaches, etc.

5. Ensure that all staff are trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (e.g., First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and must ensure that all staff receives annual updates on any changes to safety and standard precautions and protocols, including updated COVID-19 protocols.
- C. Meet State and National Standards: Ensure that all services are confidential and documentation follows confidential guidelines set forth by state and national standards in the [Violence Against Women’s Act \(VAWA\)](#).
1. Meet requirements for Contractor program and service provision as set forth by the [Virginia Sexual and Domestic Violence Program Professional Standards](#).
 2. Meet requirements and develop policies and associated staff trainings to ensure compliance with the federal [Violence Against Women’s Act \(VAWA\)](#) requirements. In addition, the Contractor should make every effort to protect the privacy of victims and survivors, ensuring that individuals who experience violence retain control of when, where, and how their story is shared with others.
- D. Common Best Practices: The Contractor must deploy service strategies that are best practices in the field, including low-barrier with high expectation models, trauma-informed care, harm reduction, housing first principles, crisis intervention and de-escalation techniques, and efforts for client engagement, such as motivational interviewing.
- E. Equitable Access and Affirming Services: The Contractor must provide equitable access and reasonable accommodations during all operating hours, including but not limited to:
1. Provide services that are responsive to diverse cultural beliefs and practices, experiences of racism, preferred languages, health literacy, and other community needs.
 2. Approach, engage and care for clients in a culturally and linguistically competent manner, including but not limited to cultural identity, racial and/or ethnic background, religious or spiritual ascription, gender identity, physical capability, cognitive level, educational level, socioeconomic status, sexual orientation, linguistic needs and age.
 3. Ensure that services are provided to all those meeting eligibility requirements regardless of immigration status.
 4. Follow best practices for providing inclusive and affirming shelter to those within the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and etc. (LGBTQIA+) community.
 5. Provide 24-hour access to telephone interpretation services for languages other than English every day of the year and written translation of documents as needed. The Contractor must accommodate the special communication needs of all clients and program participants, including American Sign Language (“ASL”). Within one month of execution of the Agreement, and annually thereafter, the Contractor must provide proof of its written Limited English Proficiency (“LEP”) implementation plan. For guidance see the [Centralized Access System](#).

6. Comply with all Americans with Disabilities Act (“ADA”) rules and requirements pertaining to service animals and emotional support pets, public accommodations laws, and fair housing requirements.
 7. Regularly solicit and respond to feedback from program participants.
 8. Include feedback and input from people with lived experience at all levels of service delivery. Participants must be compensated for their expertise, and the Contractor must incorporate their feedback in service delivery and operations.
 9. Ensure that program outreach materials, including the Contractor’s website, are available in the three most common languages in Arlington County according to the [US Census](#).
 10. Offer and provide services, when appropriate, in a variety of settings with the intention of eliminating possible barriers to services. Ensure that spaces used are appropriate, safe, and welcoming to all people, whether at the Contractor’s facilities or in community-based settings.
 11. Offer and provide targeted and developmentally appropriate supportive services for youth and children. Services might include connecting children to childcare services, school services, afterschool care, and behavioral health services.
- F. Clinical Case Management: The Contractor must provide case management and coordination of services with a focus on ensuring that services match client goals and needs to improve long-term stabilization.
1. The Contractors must have capacity to provide clinical or therapeutic support while also focusing on short- and long-term safety and connections to the continuum of services. This may be in the form of clinically licensed case managers, clinical supervision, crisis intervention support, and other forms of staffing and services that can help stabilize and assist clients on their pathway to attaining and maintaining housing.
 2. Use creative approaches to client engagement, such as motivational interviewing, and strive to limit involuntary discharges when clients pose a significant health and/or safety risk to themselves, staff, or other clients.
 3. Work in partnership with DHS Behavioral Health programs to address the needs of clients who present with substance use and/or mental health needs. The Contractor will collaborate with BHD to identify and provide appropriate interventions.
 - a. Adults who require a substance abuse or mental health evaluation should be referred to Department of Human Services Adult Behavioral Health Services at 703-228-5150, Monday-Thursday, 8:30 am-7:30 pm and Friday, 8:30 am-5:30 pm.
 - b. For children and youth identified as needing a substance abuse or mental health evaluation, the Contractor should express their concerns to the parent or guardian and actively encourage the parent to identify the appropriate resources for evaluation and treatment. When applicable, the Contractor should consult with the parent or guardian and the DHS Child and Family Services Bureau to identify available community resources. DHS Child and

Family Services Bureau mental health support staff are available at 703-228-1560, Monday-Friday, 8:30 am-5:00 pm.

- c. For an emergency response, 24 hours a day, 7 days a week, 365 days a year, for adults or children, the Contractor should call either Arlington DHS emergency services at 703-228-5160 or the Community Regional Crisis Response (CR2) at 571-364-7390.
- G. A “No Wrong Door” Approach: The Contractor must ensure that all direct services staff are knowledgeable on how to provide resources, support services and referrals to individuals who are experiencing or in need of any of the following:
1. Sexual assault, abuse and/or harassment
 2. Intimate partner or dating violence
 3. Sexual exploitation
 4. Child abuse
 5. Safe/emergency shelter needs
 6. Mental health or substance use/abuse
 7. Public benefits and housing
 8. Legal advocacy and support
 9. Individualized safety planning
 10. Medical care, including GYN care.
- H. People with Lived Experience of Intimate Partner and Sexual Violence: The Contractor must have or develop a comprehensive plan to include people with lived experience in the development of programs, programmatic practices, policies, ad hoc workgroups and meetings, and other areas of operations where people’s input is sought out and implemented. This plan must include but is not limited to:
1. Compensate people with lived experience in these efforts.
 2. Establish a policy for consistent compensation, which may vary based on the forum of participation and type of commitment. For example, the Contractor may determine that for regular, hourly participation in standing meetings, compensation will be comparable to salaries of other participating members. One-time engagements such as survey completion or focus group participation may warrant one-time, lump sum payments. Policies must include methods of verifying and approving participation, - duties performed, methods of payment, and receipts of payment.
 3. Obtain client feedback on organizational operations, services, and policies to ensure that programs remain relevant and tailored to clients’ needs. Create and encourage clients to complete a County-approved consumer satisfaction survey at least quarterly. The Survey must be accessible to all client populations, offered in multiple formats (verbal, written and electronic) and available in at least English and Spanish, with additional languages encouraged. Aggregated results of satisfaction surveys must be reported to the County annually on the fourth quarterly service report that is due July 15. The Contractor will use

the feedback gathered in surveys and in other methods (e.g., focus groups, client groups, one-on-one discussions, etc.) for program design and implementation.

- I. Staffing and Organizational Practices: The Contractor must assess, develop, and execute best personnel and program practices to embed and infuse equity, diversity, and inclusion into the culture of the workplace and support and promote institutional diversity. For the above-mentioned best practices to be implemented successfully, the organizational environment must be supportive, affirming, and foster a trauma-informed culture. In addition to the Contractor complying with all relevant local, state, and federal laws in the operations and delivery of victim services and housing, the Contractor must operate all programs in accordance with the following requirements:
 1. Ensure that supervisory staff have adequate skills and knowledge regarding supervision practices, performance evaluation, and progressive disciplinary processes. Staff must have training and/or work experience in homeless services or related human services programs. Directors and other senior staff must possess a master's degree and a minimum of three years' experience in the human and social services field. At least one agency staff member must be a licensed mental health provider to provide clinical supervision and oversight.
 2. Identify appropriate activities that can be conducted by properly screened volunteers (criminal background check and Central Registry Check); develop a volunteer recruitment plan; provide orientation and supervision; and maintain records of volunteer activities, including hours of service and in-kind donations.
 3. Ensure that policies and procedures include the following for all volunteers and staff:
 - a. Recruitment, selection, termination, performance evaluation, staffing schedules, personnel records and staff qualifications, bilingual staff positions and language interpretation services. Staff recruitment policies should outline how the agency recruits and retains a diverse candidate pool, including the types of outreach and advertisements the Contractor will use with every job opening.
 - b. Written job descriptions that describe in detail responsibilities and qualifications for all positions. Job descriptions must be kept up to date and if changes are made, an updated job description must be submitted to DHS's Project Officer.
 - c. Flexibility in job descriptions to ensure availability of staff to accompany clients to off-site appointments and other community-based activities as necessary to accomplish action steps defined in clients' Individual Housing Plans.
 - d. Ongoing supervision, support, performance review and continuing education of staff and volunteers.
 - e. Annual performance reviews.
 - f. Staff and volunteer retention initiatives, grievance whistle-blowing procedures and processes for addressing trauma and burnout.

4. Any changes to staffing that fall within the approved budget, such as the number of positions within each classification or changes in job titles and including appointment of the program directors and program leadership staff, require approval by DHS. In the event the Director position becomes vacant, the Contractor must immediately consult with the Project Officer before appointing a qualified staff person to serve in an acting capacity until the position is filled.
- J. Staff Training: The Contractor must ensure that staff assigned to this contract complete required trainings and must submit a staff and volunteer training curriculum and implementation plan within three months of contract start. Training curriculum must include but is not limited to:
1. Trainings based on level of interaction with clients as outlined and in accordance with the [DJCS Professional Standards for Virginia Sexual and Domestic Violence Programs training matrix \(page 11\)](#).
 2. Trainings on diversity and inclusion topics, such as addressing unconscious bias; recognizing and addressing micro aggressions, cultural competence and humility; working with immigrant victims and survivors; working with victims and survivors of color who have been historically marginalized; working with lesbian, gay, bisexual queer, transgender victims and survivors, and [understanding the history of racism in Arlington](#). Additionally, staff should be encouraged to attend any County-sponsored trainings regarding racial equity, diversity, or inclusion. The Project Officer will inform Contractor staff of such trainings.
 3. Training regarding the implementation of all program policies listed above with an emphasis on:
 - a. Assessing persons in need of all ages and genders for sexual assault, intimate partner violence and child abuse as they relate to intimate partner violence.
 - b. Assisting persons with medical and mental health needs, including responding to those who disclose suicidal ideation.
 - c. Assisting persons with individualized safety planning and administration of a validated danger and risk assessment tool.
 - d. Ensuring that all staff and volunteers are knowledgeable about best practices and legislative requirements regarding provision of services to those who have experienced intimate partner, sexual violence and/or homelessness. Including but not limited to:
 - i. [Violence Against Women Act \(VAWA\)](#) and how the Contractor meets VAWA requirements.
 - ii. Arlington County CoC's Client Bill of Rights found in the [Arlington County Centralized Access Policies and Procedures](#) (residential/housing programs only)
 - iii. Full continuum of services available to victims of intimate partner, sexual violence and/or homelessness in Arlington.
 - iv. Procedures for documenting work-related education, training and Fair Labor Standards

information for each position.

- K. Data, Evaluation, and Privacy: Maintain client records in a secure system that complies with VAWA. Records must be accurate and treated as confidential to protect personal identifiable information. This includes, but is not limited to:
1. Maintain client records in accordance with all laws, ordinances, codes, rules and regulations of local, state and federal governments. At a minimum, client files should be in a secured location, such as a locked cabinet or room, and access must be limited to only those with a need and entitlement to view the records. Ensure HIPAA compliance by safeguarding any personal, medical, or identifying information. Staff who require documentation in the community (during home visits or other services rendered off-site), must only travel with client records needed for purposes of a particular meeting or service provided and must keep the records with them at all times (and not left in vehicles, etc.).
 2. Maintain clients' records for five years after the expiration of this contract unless Arlington County takes possession of the records prior to that date.
 3. If the Contractor maintains electronic records as an alternative or supplement to paper files, the Contractor must ensure that network and access are secure by password protection.
 4. Have in place appropriate security measures and maintenance for IT equipment to ensure compliance with the HIPAA.
- L. Reporting Requirements: Provide quarterly service reports to the DHS Project Officer no later than the 15th of the month after the quarter ends (October 15, January 15, April 15, and July 15). Reports must include, but are not limited to, leadership and staff transitions, demographics of persons served, quantity and types of services provided, referrals, trends observed, consumer satisfaction, admissions, and discharges. The County Project Officer will provide the service report template.
- M. Quality Assurance and Risk Management: The Contractor must follow the following must quality assurance and risk management procedures:
1. Participate in the County's contract monitoring activities. The Contractor will make staff available to participate in annual monitoring activities, including programmatic, risk management and financial policy reviews. The Contractor must provide facility and record access to DHS staff conducting program monitoring, including, but not limited to financial records, programmatic reviews, client files, program and personnel handbooks and procedures, job descriptions and audits. The County Project Officer will coordinate site visits and record reviews with the Contractor. Monitoring site visits will occur annually unless otherwise communicated by the Project Officer.
 2. As part of an annual program review, collect feedback from staff and external stake holders, to include, but not limited to, Project PEACE partners and service referral sources.
 3. Keep DHS staff abreast of any significant changes in organizational staffing related to assigned Program Managers, supervisors or other program or organization managing staff, and

programming. Organizational charts must be provided upon execution of this contract and when organizational changes occur.

4. Allow exit interviews between the County Project Officer and any departing leadership staff (director level or above) upon request.
5. Comply with all applicable laws, ordinances, codes, rules and regulations of the local, state and federal governments and adhere to instructions prescribed by DHS for the effective administration of the emergency shelter.
6. Create a transparent and DHS-approved client grievance procedure within 30 calendar days of contract start and post it throughout each facility and on the Contractor's website and have it available for handout in multiple languages (at a minimum, English and Spanish) in print and online within 15 calendar days of approval by the Project Officer. Grievances that cannot be resolved through internal and escalating levels of review must be submitted to the DHS Project Officer for review and response. Procedure must include a process for the client that allows for direct appeal to the DHS Project Officer.
7. Have organization, staffing and service policies and procedures for County-funded programs available to the Project Officer for review upon request.
8. Ensure that critical incidents are documented and reported according to the requirements below. A critical incident is any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a client or staff. In the event of a critical incident, the reporting staff member must immediately notify their direct supervisor and Program Director. A designated Contractor staff member is required to contact the Project Officer by the next business day and provide a written summary of the incident within 24 hours to the Project Officer. The following qualify as critical incidents:
 - a. Emergency services contact (i.e., police, fire, ambulance, etc.)
 - b. Indirect threat by a client toward any other person
 - c. Physical abuse
 - d. Self-injuring behavior
 - e. Incidents involving registered sex offenders.
 - f. Direct threat
 - g. Fire, flood, power outage
 - h. Gas leak
 - i. Homicide
 - j. Infectious diseases (i.e., highly contagious conditions such as scabies, but not the common cold)
 - k. Injury/illness requiring medical attention or hospitalization.
 - l. Pest infestation
 - m. Sexual abuse/harassment
 - n. Cyber attack

9. Continuity of Services in an Emergency: The Contractor must, within 30 days of contract start, submit written procedures for approval by the County that ensure access to services and support to clients in the event of an emergency and/or disaster, such as a [fire](#), [earthquake](#), [bomb threat](#), [tornado](#), [flood](#), power outage, blizzard, pandemic, staffing shortage, or civil unrest. The procedures must include, but are not limited to: chain of command (which will [identify a member of management](#) or a [designee](#) who will be [physically present for employee direction](#) during all [scheduled work hours](#)), assignment of tasks and responsibilities, notification of staff and authorities, client records protection, escape/evacuation routes and procedures, identification of alternative work space (including alternative accommodations for clients in care), and a recovery plan that outlines how the Contractor will continue functioning in compliance with the executed contract. The Contractor will provide the Project Officer with staff contacts and a phone tree for coordination of services. Emergency escape/evacuation routes must be posted at highly visible locations at all facilities. The Contractor must conduct and maintain documentation of semiannual drills and evaluate the effectiveness of these emergency procedures at least annually. If the procedures are updated as a result of the evaluation, they must be submitted to the Project Officer within 30 calendar days of the update.
- N. Collaborative Response: Contractor must participate in community coalitions and collaborations to support a coordinated and holistic response to victims of intimate partner or sexual violence. This includes but is not limited to:
 1. Participate in [Project Partnering to End Abuse in the Community for Everyone \(Project PEACE\)](#) at the Leadership Roundtable, Implementation Task Force and Task Force Goal Group levels by appointing representatives for all meetings.
 2. Participate in client-specific staff meetings and service plan meetings as requested by DHS. The Contractor may also request meetings if deemed necessary. Any joint service planning meetings require: a release for information sharing between the County and the Contractor, to be signed by the clients at intake. All meetings should be founded on collaboration with clients in establishing and updating their goals.
 3. Maintain robust partnerships with other community agencies and Project PEACE partners for referrals for ongoing support and services. Document and report all referrals. When making referrals, the Contractor must explain to the client the available services and programs, including the limitations of each and what type of documentation or information is needed to receive services.
 4. Collaborate with other County programs and services (such as Crisis Assistance Bureau, Treatment on Wheels and the BHD, Homeless Programs, Project PEACE, and Child and Family Services) regarding the development of Individualized Housing and Support Plans, as needed.
 5. Inform the Project Officer of any community complaints related to the shelters and housing sites in writing via email by the next business day, noting the nature of the complaint and efforts to address it.

- O. Budget: The Contractor must submit an annual budget 90 days prior to contract renewal each year for DHS Project Officer review and approval. The Contractor may move funding up to 10% among line items with prior approval from the County. Any transfer of funds greater than 10% among budget line items will require an amendment.
- P. County-Provided Resources and Services: Arlington County will provide the following resources and services related to the Contract:
 - 1. Review and approve invoices and reports submitted by the Contractor.
 - 2. Provide technical assistance and support in the implementation and management of programs as needed.
 - 3. Help with locating affordable housing and leads to CoC referrals through DHS's Housing Locator.
 - 4. Conduct regular site visits to ensure compliance with contract requirements. This will include a financial and programmatic review and an inspection of the facilities. Site visits may be conducted without notice at the discretion of the County. The first monitoring site visit will be completed within the first 12 months of the contract.
 - 5. Conduct periodic monitoring of client satisfaction through direct contact with clients or through surveys.
 - 6. Provide Behavioral Health linkages with Arlington County's Behavioral Healthcare Division (BHD). BHD works closely with community-based social service providers to identify persons experiencing trauma who have Serious Mental Illness (SMI). BHD has specialized outreach efforts that offer homeless case management services through its Treatment on Wheels (TOW) program, which provides clinical assessments; offers specialized homeless case management; and connects to appropriate services and housing resources for adults and/or children who are experiencing homelessness, including those with and without serious mental illness and/or substance abuse disorders.

The Contractor will work with the County's BHD and TOW program to engage clients experiencing homelessness to provide essential supplies (i.e., such as food, blankets, clothing, toiletries, etc.), build relationships and navigate clients to higher-level services or non-SMI services.

II. PART 1 – 24/7 CRISIS RESPONSE (TO INCLUDE HOTLINE OPERATION, SAFE HOUSING, LAW ENFORCEMENT COLLABORATION AND HOSPITAL ACCOMPANIMENT)

Should a new contractor be selected, the new contractor must implement a 60-day transition plan and budget and work closely with the current contractor to assume program operation.

A. General Requirements

1. Timely crisis response service: Ensure that all requests for services are answered within two minutes and that all callers are offered immediate support, including assessment for services and/or referrals to other service providers.
 - a. Have a policy and procedures in place to document and resolve simultaneous calls, dropped, and missed calls.
 - b. Have capacity to receive more than one emergency service call at a time and a system and policy for triage.
 - c. Use a triage phone system that ensures non-Arlington callers within the United States are offered support connecting to victim advocacy services their local jurisdiction in a trauma-informed, timely and efficient manner.
2. Continuity of services in the event of an emergency: Ensure that the emergency plan referenced in bullet “M.9” under General Requirements above provides for 24/7 operation of all crisis services in the event of an emergency or disaster.
3. Continuum of Care (“COC”) Participation: Participate in the CoC through the following means of action:
 - a. Point-In-Time (“PIT”) Count: Department of Housing and Urban Development (HUD) mandates an annual PIT count in which all CoCs throughout the country must participate. The Contractor is expected to participate in the nightly unsheltered count and ensure that shelter data is reported via the provided PIT form.
 - b. Housing Inventory Count (“HIC”): Report an accurate housing inventory count on the night of the PIT and ensure that data is reported via a provided form and that data is free of errors.
 - c. CoC Reporting: Submit to the DHS Housing Assistance Bureau quarterly CoC reports that include program outcomes, financial expenditures and spend downs, and CoC data reporting (Annual Performance Reports (“APRs”), etc.). Quarterly reports should reflect the fiscal year (FY) July 1 through June 30. In addition, annual program outcomes, financial expenditures / spend downs, and data reporting (APRs, etc.) are due at the end of the fiscal year on June 30.
 - d. CoC Governance: Provide staff representation to the CoC housing sub-committee and any workgroups focused on supporting victims of intimate partner or sexual violence. Additionally, the Contractor’s Executive Leadership is expected to attend monthly Executive Committee meetings. Click [here](#) to learn more about the Arlington CoC Governance.
 - e. Coordinated Entry System (“CES”): HUD (through the Homelessness Emergency and Rapid Transition to Housing (“HEARTH”) Act and the Commonwealth of

Virginia’s Department of Housing and Community Development (“DHCD”) mandates that CoCs operate a CES, locally referred to as the Centralized Access System (“CAS”). The Contractor will provide staff representation to any CAS or BNL meetings. With the intention to best serve clients, when necessary, the Contractor will participate in case conferencing with the client, DHS, and any service provider involved in the client’s case. CAS policies are updated periodically and maintained [here](#). The Contractor is expected to adhere to the most recent version of the CAS policies.

- f. CoC Strategic Planning: Participate in strategic planning efforts as part of the broader CoC. The Contractor is expected to work in accordance with the CoC’s Strategic Plan.

B. Provide 24/7 Telephone Hotline Response

1. Operate a dedicated, toll-free sexual assault and intimate partner violence crisis hotline, seven days per week, 24 hours per day, and 365 days per year. The Contractor must set up the phone number, subject to County approval, prior to the contract start date.
2. The hotline must be answered locally within Northern Virginia.
3. With advance approval from DHS Project Officer, the Contractor can utilize the Virginia Sexual and Domestic Violence Action Alliance (“VSDVAA”) hotline as an emergency back up to answer calls. The Contractor must document and report to the Project Officer within two business days instances in which the VSDVAA hotline is used.

C. Ensure 24/7 Law Enforcement Collaboration

1. Establish and maintain a relationship with the Arlington County Police Department and Arlington County Sheriff’s office to ensure effective and appropriate coordination and assistance when response is needed.
2. Implement a Lethality Assessment Protocol (“LAP”) in partnership with the Arlington County Police Department that connects victims that meet the criteria for high-risk intimate partner violence with victim advocates during the initial police interaction.
3. Ensure compliance with guidelines and training set forth by the Virginia Department of Criminal Justice Services (“DCJS”) for successful LAP implementation.
4. Operate a dedicated LAP line for law enforcement who have identified high risk victims of intimate partner violence.
 - a. Ensure that the line is available seven days per week, 24 hours per day, 365 days per year. The Contractor must set up the phone number, subject to approval by the County, prior to the contract start date.
 - b. Law enforcement officers should not be put on hold or have to wait for staff support.

5. Maintain an active memorandum of understanding (“MOU”) that outlines LAP implementation and the partnership with the Arlington County Police Department. The MOU should outline shared crisis response and training expectations.
6. Support the Arlington County Sherriff’s Office with its Prison Rape Elimination Act (“PREA”) compliance by serving as an outside response agency and partner as requested.

D. Provide 24/7, In-Person Forensic Exam Accompaniment

1. Establish and maintain a relationship with the [Inova Forensic Assessment and Consultation Team \(FACT\)](#) and [Virginia Hospital Center](#) to ensure effective and appropriate coordination and assistance when a response is needed to support victims of intimate partner and sexual violence.
2. Provide Emergency In-Person Accompaniment Services seven days per week, 24 hours per day, 365 days per year to eligible individuals who have experienced an intimate partner or sexual violence physical assault and who are requesting forensic and medical care.
 - a. Includes an in-person response to any [Inova FACT](#) or [Virginia Hospital Center](#) location to support a victim obtaining a forensic exam for sexual assault or intimate partner violence and safety planning (does not include children sexually abused by a caregiver or adult).
 - b. The Contractor must ensure that hospital accompaniment is provided in-person. The Contractor must document and report those instances where in-person accompaniment is not possible, and the Project Officer must be notified within 72 hours if in-person support is, has been, or will be suspended for any length of time. All virtual or telephone support, including instances when the Project Officer was notified, must be documented in the quarterly report.
3. Accompaniment must be provided within the evidence collection timeframe. Note that the evidence collection timeframes vary due to the type of assault and advancements in technology and forensic evidence collection. It is the responsibility of the Contractor to know the timeframes in which evidence can be collected and ensure that services are available to support persons in need.
4. If the assault occurred in another jurisdiction, the Contractor should refer the caller to the appropriate jurisdiction for a forensic exam and police response.

E. Provide 24/7 Safe Housing and Supportive Services

1. Provide safe, secure, sanitary congregate or non-congregate emergency housing, meals, and other amenities (i.e., linens, personal hygiene products, and laundry facilities), for up to 25 eligible individuals, including adults and children, seven days per week, 24 hours per day, 365 days per year. Emergency housing is temporary housing intended to provide immediate access to lodgings, food, and other basic care. Services are made available to connect people to community resources, benefits, and employment opportunities, while also quickly attaining permanent housing.

2. The Contractor must contact the Project Officer when the housing program reaches 90% capacity to coordinate additional housing placement or resources to ensure that no one eligible for safe housing is turned away from services.
3. Housing must be located in Arlington County.
4. Ensure that admissions to the program meet eligibility guidelines and criteria for imminent risk of harm and access to safe housing. The Contractor must create an admission and eligibility policy that includes the following definitions and process for determining if a client is in imminent danger or has no access to safe housing due to recent intimate partner or sexual violence.
 - a. **Imminent Danger:** Physical, sexual and/or psychological abuse sustained within the last week, threats of physical harm, access to or possession of a weapon by the abuser, stalking behavior by abuser, access by abuser to survivor and/or a belief that the current living situation is unsafe. Psychological abuse must pose an immediate risk to the survivor and/or children's well-being.
 - b. **Safe housing:** An individual or family will imminently lose their safe, primary nighttime residence due to recent intimate partner or sexual violence provided that:
 - i. their only option for a primary nighttime residence is a public or private place not meant for human habitation; or
 - ii. The individual or family lacks the resources or support networks needed to obtain other immediate safe housing; and the violence happened recently, within the past year, and is directly related to the need for emergency housing.
 - c. The policy must prioritize those most at risk of danger to ensure efficient use of safe housing.
 - d. The Contractor must have a housing referral policy for referring those who do not meet the eligibility criteria, including follow-up for additional services for any Arlington resident experiencing intimate partner or sexual violence. The Contractor may request additional funds from the County to place individuals in emergency housing as the need arises.
5. Ensure that staff are available to meet the ongoing needs of clients in Safe Housing Programs. Staff must be on site at congregate and non-congregate safe housing site(s) to:
 - a. Assist with check-in or admission.
 - b. Provide supplies and meals, and assist with laundering, trash removal, and room cleaning.
 - c. Provide housing stabilization, case management and supportive services as outlined in the General Requirements above.
 - d. Promote the safety and well-being of all non-congregate safe housing program clients, by:

- (a) Limiting visitors and other guests to those personnel who are working to assist the client in housing, health, and/or other supportive services.
 - (b) Conducting daily wellness checks.
 - (c) Proactively responding to behaviors that may otherwise impact a person's ability to remain at the shelter, using the minimum level of intervention needed while preventing escalation.
- 6. The Contractor must have a system to respond to client emergencies within two hours and policies and practices to help clients access first responders when facing a physical or mental health emergency.
- 7. Provide case management to ensure support for individuals and families in transitioning to longer-term and permanent housing. When engaging in case management, the Contractor must utilize the housing-first approach to ensure short shelter stays and a rapid return to safe longer-term or permanent housing for those individuals' experiencing homelessness as a result of intimate partner violence. To achieve those goals, the Contractor must:
 - a. Provide an orientation to new clients that includes discussion of expectations and guidelines.
 - b. Assign case managers to clients based on caseload capacity and special expertise, if applicable. Case managers should have flexible availability, including the ability to work on weekends or evenings to provide supportive services that do not disrupt clients' work schedules, school hours and other community appointments.
 - c. Case managers must refer clients to programming and services that work to build the clients' motivation, develop a permanent safe housing-focused culture, and teach skills critical to housing placement and stability. Referrals for enrichment activities should be provided to meet the diverse developmental and cognitive abilities of all clients (adults and children). The objective is to provide clients with a wide range of opportunities that build skills that promote housing stability. Those referral programs should include such things as:
 - i. Life skills
 - ii. Parenting
 - iii. Youth programing
 - iv. Managing behavioral health issues
 - v. Tenant rights and responsibilities
 - vi. Health and wellness
 - vii. Communication and social skills
 - viii. Employability and vocational services
 - ix. Recreational activities and the arts/humanities

- d. Initiate housing-focused case management services for all those who have stayed in the Safe Housing program for at least seven days. These services should include but not be limited to:
 - i. Provide rapid assistance to ensure that clients have sufficient clothes, food, and access to dental, eye, primary and GYN health care, trauma-focused mental health and substance use treatment and attainment of ID documentation and other vital documents.
 - ii. Develop an Individual Housing Plan (“IHP”) for each client within 10 days of admission and update the IHP at least monthly, as necessary. Each IHP must be developed specific to the client’s needs and focused on resolving the barriers most likely to prevent the client from successfully exiting the Safe Housing Program. IHPs are developed in collaboration with each client and should reflect their expressed goals in their own words. Each IHP must include at a minimum the following:
 - (a) Identification of client needs related to accessing and maintaining housing (e.g., obtaining identification documents, obtaining employment, increasing income, accessing housing location services, applying for entitlement benefits, addressing medical, mental health or and substance abuse issues, life skills, legal issues, long term housing instability, etc.).
 - (b) Identification of client strengths and resources related to accessing and maintaining housing.
 - (c) A target date for move-in to permanent housing.
 - (d) The action steps towards permanent housing move-in, including but not limited to identification of and referral to community-based resources needed to facilitate housing location and attainment and eviction prevention.
 - (e) Designation of who is responsible for each action step in the IHP, the client or staff, and a target date for the successful completion of each step.
 - (f) A plan to assist clients obtaining or improving employment status. This can include but is not limited to assistance with a job search, resume preparation and other employment-related activities. Ensure that eligible clients are connected to employment services at the Arlington Employment Center (“AEC”).
- e. Assist clients in obtaining non-cash benefits (e.g., Supplemental Nutrition Assistance-SNAP, Women Infants and Children-WIC, etc.), as well as cash benefits such as Social Security, Supplemental Security Income (“SSI”), Social Security

Disability Insurance (“SSDI”), Temporary Assistance for Needy Families (“TANF”), child support, etc., as appropriate.

- f. Ensure access to safety net service providers to meet basic needs as appropriate. Provide referrals to local and regional providers of food, clothing, and furniture such as the Arlington Food Assistance Center.
- g. Ensure that staff collaborate, support, and coordinate efforts with the County’s Housing Locator to address clients’ housing needs. Contractor staff must be able to assist clients with housing applications, lease-signing, lease negotiations, and referrals to the Arlington Landlord Partnership (“ALP”) and other resources.
- h. Use Client Housing Assistance funds to support rapid resolution of homelessness (sometimes referred to diversion). Leverage other state, federal, and private funds, and support survivor-centered and creative solutions to housing stability by aiding with:
 - i. Security Deposits
 - ii. First month’s rent
 - iii. Furniture assistance when no other in-kind or community resources are available.
 - iv. Moving costs
 - v. Temporary storage fees, if needed

Funds cannot be used for rent assistance if another form of assistance is being provided to the same household. Funds provided for rent assistance, or a security deposit must meet [rent reasonableness standards and Housing Quality Standards \(HQS\)](#).

- i. Before any planned dismissal from the Safe Housing Program, the Contractor must devise a follow-up support plan tailored to the client’s needs and focused on immediate safe and long-term housing stability and coordinate access to all appropriate referrals as indicated in the IHP. Contractor staff must offer to explore alternative safe shelter options and referrals to community-based programs if an immediate dismissal is warranted. The Contractor should consult with the Project Officer if immediate concerns or risks to safety are anticipated at dismissal.
- j. Prioritize or intensify service provision for clients facing more significant barriers to attaining and sustaining housing and those for whom safe-housing stays are extending beyond 90 days. The Contractor may request a case conference at any time during a client’s stay in temporary housing to support successful participation and completion of the client’s housing plan. A case conference must be requested when the client’s stay extends beyond 90 days to assess the housing plan and prioritize support. Clients who wish to be referred to housing resources

managed by the CoC can be referred using the County's By-Names-List template at any time during their stay.

- k. Ensure that clients have access to transportation for any case management-related appointments.
8. Support clients in the safe housing of their pets. Have policies and partnerships to support the safe placement of pets for eligible individuals while they are in the shelter. This can include but is not limited to a partnership with local animal welfare agencies.
 9. Ensure that clients have access to information to support medication safety. Provide access to locked boxes that clients can use in their units to secure medication from children. Staff should know what medications clients are prescribed and help clients in managing medications, including developing and maintaining protocols for all prescription and non-prescription medication that are brought into the facility by clients or purchased by the program and donated to the client.
 10. Conduct regular inspections to ensure the facility remains healthy, safe and pest-free.
 - a. Inform guests at the time of intake about the types of pests that can be found in the Safe Housing Program and how they can aid in their control and elimination. Information about pest control must be shared during regular staff meetings and the Contractor should work closely with an identified pest control company to ensure that needed treatments occur on a regular basis.
 - b. The Contractor should utilize a professional cleaning service.
 - c. Ensure that the procedures for acceptance of donations, the entry of new guests, and food are designed to avoid the occurrence of pests in the facility.
 11. Maintain compliance with [Continuum of Care Equal Access policy](#) and ensure that clients can decide for themselves who is a member of their family. All family members can be served together, regardless of age, disability status, marital status, actual or perceived sexual orientation, or gender identity. The Contractor must allow reasonable accommodations for service animals, emotional support animals, and if applicable, pets.
 12. Comply with all applicable [Violence Against Women Act \(VAWA\) regulations](#), including the Emergency Transfer Plan. The Contractor will ensure that all clients review the Emergency Transfer Plan Notice and that a copy of the policy is always posted and available to clients. The Emergency Transfer Plan and Notice are found in the [CAS Policies](#).
 13. Ensure the following when working with families with minor children:
 - a. Collaborate with the Arlington Public Schools ("APS") Homeless Liaison Coordinator to ensure that families and youth understand their rights under the [McKinney Vento Homeless Assistance Act](#) and [Project Extra Step](#).
 - b. Identify children and youth who are eligible for other educational services, including childcare.

- c. Inform families about their educational rights and eligibility for educational services and receiving such services.
- d. Attend relevant meetings and planning events held by APS.
- e. Collaborate with Arlington County Child Protective Services as appropriate.

III. PART 2 – SHORT-TERM BEHAVIORAL HEALTH SERVICES FOR VICTIMS/SURVIVORS OF INTIMATE PARTNER AND SEXUAL VIOLENCE

Should a new contractor be selected, the new contractor must implement a 60-day transition plan and budget and work closely with the current contractor to assume the program.

- A. Provide therapy, crisis intervention, advocacy, therapeutic support, and psychoeducation to eligible individuals whose primary presenting mental health need is directly associated with intimate partner or sexual violence. It is estimated that there will be approximately 75 individuals to be served at any given time.
 - 1. Services should treat presenting mental health needs associated with experiencing sexual or intimate partner violence. However, because needs for therapy often co-occur with needs for other community supports (housing, court advocacy, parent support, etc), the Contractor must structure its program to meet the varied needs of victims and survivors of interpersonal violence.
 - 2. Contact any referred person within two business days. Referrals might be made by any Project PEACE partner, government or community-based social service program. The Contractor must have the client's written consent to provide information or updates to the referral agency. All consents must be provided to the referral agency and documented in the client's file.
 - 3. The Contractor is required to have a policy and training for staff that outlines how clients progress and successful transition out of the program in addition to how they capture and define caseloads.
 - 4. Therapy must be offered in multiple formats, including individual and group services. Separate groups should be offered for those who have experienced intimate partner violence, intimate partner sexual violence and other sexual violence. Groups must be offered to people of all ages and all genders in either single or mixed gender groups. When possible, groups should be offered in English and Spanish. Groups must be low-barrier and widely publicized.
 - 5. Therapy must be time-limited and trauma-focused, not be long-term mental health services.
 - 6. Persons not appropriate for trauma-focused therapeutic services under this contract as identified by the Contractor's clinical supervisor:
 - a. People with a serious mental illness without other psychiatric care or if the condition could make services unhelpful or harmful.

- b. People in other counseling or treatments that could duplicate or conflict with services, unless services are coordinated.
 - c. Children who have been sexually abused by a caregiver or a parent that are better suited to receive services through the Child Advocacy Center.
- B. All in-person services must be delivered in Arlington.
- C. Prorate caseloads based on full-time equivalent status for any counselors who are part -time. Therapy and counseling services caseloads should average 20-25 per FTE. Counselors' caseloads should be balanced by considering case weights and utilization rate, complexity of cases, groups facilitated, and translation services needed. Ensure that when a counselor's caseload is full priority will be given to individuals presenting with more acute needs as opposed to individuals seeking to process past abuse.
- D. Document and report all requests and referrals for services. Persons who are not eligible at the time of the request or referral must be referred to available community alternatives. With the support of the Project Officer, explore possible DHS resources. As a last resort, the Contractor will operate a waitlist for services if no other options can be secured and will inform the Project Officer of the situation. At all times, those in significant danger will be offered safety planning and support to access 24/7 safe housing options.
- E. Provide family-based interventions when appropriate. Children exposed to intimate partner violence and impacted family members of victims can be served under this scope of work.
- F. Ensure that staff meet all licensing and training requirements for the delivery of behavioral health services in the state of Virginia. Staff who provide counseling or therapy services under this contract must possess one of the following professional licenses from the Virginia Department of Health Professions – LPC, LCP, LMFT, or LCSW – or be registered as a Resident in Counseling (for LPC or LMFT) or Resident in Clinical Psychology (for LCP), or as a supervisee in Social Work (LCSW) with the Virginia Department of Health Professions. This requirement also applies to the supervisors of programs providing therapy or counseling services.

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 MUST SUBMIT SEPARATE PDF FILES FOR EACH PART PROPOSED (I.E., PART I OR PART II).

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 submitted as a PDF, double-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 must 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

Offerors will be required to submit separate proposals for each program. Offerors may submit proposals for either Part I, Part II or both. Proposals will be evaluated separately based on proposal submittal elements outlined below. The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

EVALUATION CRITERIA	POINTS
TECHNICAL EXPERTISE AND CAPACITY	40
TECHNICAL APPROACH	40
EVALUATION OF PAST PERFORMANCE INCLUDING REFERENCES	20
TOTAL POINTS	100

7. PROPOSAL SUBMITTAL ELEMENTS

The County may not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

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 Mandatory Requirements
5. Statement of Part(s) of the RFP 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's program and service must meet [the Virginia Sexual and Domestic Violence Program Professional Standards](#). The Offeror must submit a copy of its Virginia Department of Criminal Justice Services ("DCJS") professional standard certification or a formal letter from the organization's Board of Directors verifying that the Contractor and its programs and services meet the requirements.

C. TECHNICAL EXPERTISE AND CAPACITY (TEN PAGES MAXIMUM): Provide a narrative to describe the Offeror's qualifications and experience to perform the work described in Part 1 or 2 of this solicitation. It should include, but is not limited to:

1. Organizational Experience: Provide a detailed overview of the Offeror's experience in providing intimate partner and sexual violence victim services relevant to the Part being applied for.
 - a. Specific to Part 1: The Offeror must show experience specific to each proposed service: providing 24/7 crisis response via telephone hotline, collaboration with law enforcement and forensic nurse programs serving Arlington, and safe housing.
 - i. How the Offeror has successfully transitioned individuals from short-term safe housing programs to safe and stable housing.
 - ii. The Offeror's experience in supporting individuals experiencing or at risk of homelessness who may require additional support accessing and utilizing ongoing resources.
 - iii. The Offeror's experience in supporting individuals from racially diverse backgrounds, including how the Offeror has worked with and engaged immigrant communities.
 - iv. The Offeror's current and relevant partnerships within the Arlington community that would increase program participants' safety and provide access to additional wrap-around services to reduce the likelihood of an individual returning to the partner who is abusing them.
 - b. Specific to Part 2: Provide a detailed overview of the Offeror's experience in providing mental health services to victims and survivors of intimate partner and sexual violence.
 - i. The Offeror's partnerships with local mental health agencies that provide longer-term mental health services to those with severe mental illness and other ongoing mental health needs.
 - ii. How the Offeror has successfully transitioned individuals from short-term to long-term mental health services within the same or a different agency.

- iii. The Offeror's current and relevant partnerships within the Arlington community that would increase program participants' safety and provide access to additional wrap-around services to reduce the likelihood of an individual returning to the partner who is abusing them.
- 2. Personnel: Provide a detailed overview of the Offeror's hiring practices, including methods of recruitment; required background checks; methods of retention; coverage of staff absences; and supervision practices for paid staff, interns, and volunteers. Emphasize the following:
 - a. Efforts to ensure a diverse workforce representative of the clients served.
 - b. How the Offeror actively works to reduce turnover rates.
 - c. The Offeror's hiring practices for paid staff and volunteers, if used. Specify if volunteers will be used in any capacity.
 - d. How training and licensure of current staff are documented and tracked.
- 3. Attachments: Provide the following attachments (Note: Attachments do not count towards the 10-page limit):
 - a. An organizational chart detailing which positions require clinical licensure and are designated for clinical supervision, oversight, or mental health service delivery.
 - b. The resumes of the organization's leadership team, detailing relevant experience and education.

D. TECHNICAL APPROACH (TEN PAGES MAXIMUM): Provide a narrative to describe the Offeror's technical approach to perform the requirements described throughout Part 1 or 2 of this solicitation. The narrative should include, but is not limited to:

- 1. Description of Program Design: The Offeror should provide a proposed technical plan, including service description, service delivery, knowledge of strategies to increase system performance, and understanding of the needs of the Arlington community. The Offeror should outline its knowledge and the application of recognized industry standards and best practice strategies for working with victims of intimate partner and sexual violence. The description should include, but is not limited to:
 - a. How the Offeror will create a proactive and responsive program in compliance with best practices in the field of interpersonal violence victim services.
 - b. How the Offeror will utilize and partner with Arlington County Programs, such as the Housing Assistance Bureau, Children and Family Services, Arlington County Law Enforcement, and Behavioral Health, to meet the needs of interpersonal violence victims.
 - c. The Offeror's current and relevant partnerships within the Arlington community that would increase program participants' safety and provide access to additional

wrap-around services to reduce the likelihood of an individual returning to the partner who is hurting /abusing them.

- c. A detailed timeline and associated tasks for the program startup.
 - d. How the Offeror will maintain program implementation standards in line with the [Virginia Sexual and Domestic Violence Program Professional Standards](#).
 - e. Specific to Part 1:
How the Offeror will meet the needs of victims (individuals and families) experiencing homelessness.
 - f. Specific to Part 2:
The Offeror's expertise in operating a short-term mental health program and how clients are identified and transferred to longer-term services.
2. Program Implementation: Provide a detailed overview of how the Offeror will implement Part 1 or 2 of the Scope of Work. Describe the Offeror's strategies and how they will be implemented to meet the unique objectives of the relevant Part. The overview should include, but is not limited to:
- a. How the Offeror will staff the program to meet the requirements and ensure participant safety.
 - b. How staff absences and vacancies will be covered.
 - c. The Offeror's on-going professional development that will be available to the proposed staff.
 - d. How the Offeror will handle admissions, discharges, appeals, and related quality assurance procedures. This must include procedures regarding admission, discharge, and handling appeals in a timely and efficient manner.
 - e. The Offeror's current policies that address confidentiality, supporting clients with mental health crisis, background checks and mandatory reporting, if applicable. The policies must be for both applicants and project partners.
 - f. The Offeror's approach to clinical case management.
 - g. The Offeror's consideration of new and innovative approaches to interpersonal violence.
 - h. Any proposal elements that substantially differ from the described Scope of Work. Provide relevant details on possible alternative approaches regarding the design, operation, and implementation of the Scope of Work.
 - i. Specific to Part 1:
 - i. The Offeror's plan to accompany clients to hospitals.
 - ii. How the Offeror will ensure program operation 24 hours a day, 7 days a week, 365 days a year.
3. Race Equity Plan: Explain how the Offeror will commit to leading with race equity in service delivery and will uphold the following core values when implementing interpersonal violence response programs:

- a. Race Equity
 - b. Access
 - c. Inclusion
 - d. Authenticity
 - e. Accountability
4. Attachments: Provide the following attachments (Note: Attachments do not count towards the ten-page limit):
- a. Program eligibility and dismissal policies.
 - b. A staffing plan, including number of positions, position descriptions, and percentage of time assigned to the program. Provide a weekly staffing schedule.
 - c. A list of any required staff training, including the required trainings outlined in the Scope of Work.
 - d. If applying for Part 1 and Part 2, the Offeror should describe areas of overlap, including but not limited to (maximum of 3 pages):
 - i. Describe how the different programs would work together to meet the varied needs of survivors without duplication.
 - ii. Provide an overview of any program implementation efficiencies (e.g., cost or capacity savings, etc.).

E. **PAST PERFORMANCE (FIVE PAGES MAXIMUM)**: The Offeror should provide a detailed overview of previous programs and performance of services outlined in Part I or 2 of this solicitation within the past five years.

1. Program Outcomes: The Offeror should provide outcomes from previously established intimate partner and sexual violence services or programs. Include details such as the number and demographics of individuals served in the program and the specific services that were provided. Provide at least two outcome reports of previous or current programs similar to this solicitation. Reports should include:
- a. Description of the program.
 - b. Average number of years participants were enrolled in the program.
 - c. Outcomes for program participants, including but not limited to, the number of individuals moved from safe housing programs to safe and stable housing as their next step.
 - d. Average staff turnover rate for the program.
 - e. Length of time the Offeror operated the program.

2. References: Provide information for three entities for which the Offeror provided similar services in the last five years from the date of issuance of this RFP. Do not include Arlington County Government references. At a minimum, provide the following information:

- a. Agency Name
- b. Point of contact and contact information (telephone number and email address)
- c. Description of services provided.

F. EXCEPTIONS TO THE COUNTY’S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any

G. COST PROPOSAL

The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment A.

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. 24-DHS-RFPLW-492

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 Compliance 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 manage intimate partner and sexual violence response services, Partnering to End Abuse in the Community for Everyone ("Project PEACE") in Arlington. 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 _____ 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. All payments will be made from the County to the Contractor via

ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

8. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Attachment A will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Attachment A.

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

The Contractor is responsible for completing a criminal background check and a Virginia Central Registry check through the Virginia Department of Social Services for each person working on this contract, to include all staff and volunteers. The Contractor must inform the County immediately of any findings. Any finding may result in the immediate removal of the individual from the contract. Only staff who have completed the background checks without findings may be assigned to the project. Driving record checks must be conducted for staff and volunteers who will be transporting clients. Both driving record checks and background must be conducted at time of hiring and at least every three years after.

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, sexual orientation, gender identity, national origin, age, 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 must (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.

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 must include, but must 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 (Exhibit F & 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, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

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:

TO THE COUNTY:

_____, Project Officer

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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, or e-mail business@arlingtonva.us.

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.

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. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

54. 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.

55. 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.

The Contractor must submit a quarterly compliance report and certified copies of quarterly payroll reports for each employee, including subcontractor employees, through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time

registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity.

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 Go (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.

56. 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. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Miscellaneous Professional Liability - \$1,000,000 per occurrence/claim.
- e. Umbrella/ Excess Liability - \$1,000,000 bodily injury, property damage and personal injury.
- f. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/claim.
- g. Cyber Risk – cyber risk and/or technology errors and omissions coverage, for the Contractor and its personnel, with a minimum limit of \$2,000,000 per occurrence. The policy must cover Arlington County and its Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage arising out of the Contractor's equipment, products, services, or software under this Contract. If the policy is written on a claims-made basis: (i) the Contractor must maintain the policy for at least four years after the last date that the Contractor provides equipment, products, services, or software under this Contract or the applicable warranty period, whichever is longer; and (ii) the policy must include a retroactive coverage date before the first date that the Contractor provides any equipment, products, services or software under this Contract.

At a minimum, the insurance must include the following coverages: (a) privacy breach (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems with no exclusion or restriction for unencrypted portable devices or media; (f) indirect and consequential damages arising out of a cyber-related event; and (g) first-party losses of the County to cover the costs of forensic and/or technical teams hired to investigate any security incident, attorney's fees, notifying affected individuals, running a centralized call center, two years of credit monitoring services for impacted individuals, and preparing and filing all required notices with governmental authorities, agencies and interested parties.

- h. 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.
- i. 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.
- j. 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.
- k. 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 fund 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 must 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.

57. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts must 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 must 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: _____

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 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 must 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 must 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 must 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" must 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 must 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 must 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 must 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, must 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 must 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 must 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 must 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

must 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 must 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 must 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 must 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 must, 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 must 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 must 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 must 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 must 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) MinhChau Corr
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 must 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 must 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 must 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 must survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement must 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 must 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 must 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 must be construed, interpreted, and enforced with, and must be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement must 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 must use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement must survive with respect to such PHI.
- o) The Business Associate must 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 must 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 must 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 must be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement must 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 must be deemed an original, but all of which together must constitute one and the same document.

- t) This Business Associate Agreement must 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. 24-DHS-RFPLW-492 (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 must 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 must be treated as a breach by the Contractor. The Contractor agrees that it must 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 must 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. 24-DHS-RFPLW-492 (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 must 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

END

VII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 24-DHS-RFPLW-492

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN
2:00 P.M., JULY 9, 2024.

FOR INTIMATE PARTNER AND SEXUAL VIOLENCE RESPONSE SERVICES (i.e., PROJECT P.E.A.C.E
(PARTNERING TO END ABUSE IN THE COMMUNITY FOR EVERYONE)) 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:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

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, ENJOINED, OR SUSPENDED 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 4-112 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 specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

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:

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. 24-DHS-RFPLW-492, 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 MANDATORY REQUIREMENTS

I, _____ (hereinafter referred to as "Offeror"), certify that I meet the following mandatory requirements:

- 1. The Offeror's program and service meets the requirements as set forth by the Virginia Sexual and Domestic Violence Program Professional Standards and attached is a copy of the DCJS professional standard certification or a formal letter from the organization's Board of Directors verifying that my programs and services meet the requirements.

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. Part 1: 24/7 Crisis Response Services for victims/survivors of intimate partner and sexual violence to include a hotline operation, safe housing, law enforcement collaboration and hospital accompaniment.
- II. Part 2: Short-Term behavioral health services for victims/survivors of intimate partner and sexual violence.
- III. **Both Parts (I and II)**

Signed: _____

Date: _____

Name of Offeror: _____