

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

REQUEST FOR PROPOSALS NO. 20-017-RFP

ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 3:00 P.M. ON THE 28TH DAY OF MAY, 2020 FOR:

PROVISION OF PSYCHOLOGICAL ASSESSMENT AND FITNESS FOR DUTY SERVICES TO ARLINGTON COUNTY PUBLIC SAFETY AGENCIES ON AS NEEDED BASIS FOR A PERIOD OF UP TO FIVE YEARS

VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS INVITATION TO BID. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE.

Proposals will not be publicly opened.

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

PREPROPOSAL CONFERENCE

A virtual preproposal conference will be held at 10:00 a.m., May 8, 2020 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 [Microsoft Teams Meeting](#), or join by dialing [+1 347-973-6905](#) and enter Conference ID: 577 809 192#. ATTENDANCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend.

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

Arlington County, Virginia
Office of the Purchasing Agent

Cynthia Davis, VCO, VCA
Assistant Purchasing Agent
cdavis@arlingtonva.us

TABLE OF CONTENTS

I.	INTRODUCTION TO EVALUATION PROCESS.....	3
II.	INFORMATION FOR OFFERORS.....	4
III.	INTRODUCTION TO REQUEST FOR PROPOSAL NO. _____	7
IV.	SCOPE OF SERVICES	8
V.	PROPOSAL REQUIREMENTS.....	11
VI.	CONTRACT TERMS AND CONDITIONS	14
	EXHIBIT <u>A</u> BUSINESS ASSOCIATE AGREEMENT	29
IX.	ATTACHMENTS AND FORMS	40
	PROPOSAL FORM	41
	ATTACHMENT B - JOB CLASSIFICATIONS	

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.

The County reserves the right to award separately to two different Offerors for Category 1: Pre-employment Applicant Assessments, Special Duty Position Evaluations and Consultant Services and Category 2: Fitness for Duty Evaluation and Consultant Services, as described below. Offerors must indicate in their proposals the category which they are submitting. The County will make one award for each category. No one bidder will receive awards for both categories.

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. 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. 20-017-RFP**. Vendors must be registered to respond and/or submit questions to this RFP. 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.

RFP No. 20-017-RFP – TENTATIVE SCHEDULE

RFP ISSUANCE	<u>April 27, 2020</u>
PRE-PROPOSAL CONFERENCE	<u>May 8, 2020 at 10:00 a.m.</u>
QUESTION 1 DEADLINE	<u>May 12, 2020 at 5:00 p.m.</u>
ADDENDUM A ISSUANCE (if applicable)	<u>May 15, 2020</u>
PROPOSALS DUE	<u>May 28, 2020 at 3:00 p.m.</u>
CONTRACT AWARD	TBD
CONTRACT COMMENCEMENT	TBD

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY MAY 12, 2020, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL ADDENDUM WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY 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.

2. 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.

3. 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.

4. COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for professional 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.

5. NOTICE OF DECISION TO AWARD

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

6. 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.

7. DEBARMENT STATUS

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. ARLINGTON COUNTY BUSINESS LICENSES

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

14. 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 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.

15. 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. 20-017-RFP

PURPOSE OF SOLICITATION

The purpose of this solicitation is to establish a contract for the provision of psychological assessment and fitness for duty assessment services for potential new hires and special duty candidates of Arlington County's public safety agencies. The public safety agencies include the Sheriff's Office (ACSO), the Police Department (ACPD), and the Fire Department (ACFD).

BACKGROUND

ACSO is responsible for the management and operation of the County's Detention Facility and all related correctional responsibilities. The Sheriff's Office also provides courthouse and courtroom security and court support services, service and execution of civil and criminal warrants and court orders, transportation of inmates, assistance with special details and traffic enforcement within the County, and management and oversight of the Arlington Alcohol Safety Action Program (ASAP). There are approximately 230 sworn employees in ACSO.

ACPD is responsible for 24/7 response to both emergency and non-emergency calls for service, conducting criminal investigations, coordinating special events, establishing a cooperative relationship with the community and communicating effectively to ensure the public's trust. ACPD's mission is to reduce the incidence of crime and to improve the quality of life in the County by making it a place where all people can live safely and without fear. There are approximately 374 sworn officers in the ACPD.

ACFD serves the community with compassion, integrity and commitment through prevention, education and a professional response to all hazards. There are approximately 349 employees in ACFD of which 329 are uniformed. ACFD participates in automatic aid with the County's surrounding jurisdictions to include the Metropolitan Washington Airport Authority (MWAA) Fire Department, Joint Base Myer-Henderson Hall, the Pentagon and other agency partners within the Northern Virginia (NOVA) and Metropolitan Washington Council of Governments (MWCOC) regions.

Each of the public safety agencies works daily to accomplish its mission and protect the public's safety.

IV. SCOPE OF SERVICES

A. SERVICES TO BE PERFORMED:

The Contractor will conduct psychological evaluations in connection with pre-employment applicant assessments, special duty position evaluations and fitness for duty assessments, as detailed below. The pre-employment applicant assessment will occur after a conditional offer has been given to the applicant. The Contractor is also required to meet with ACSO, ACPD or ACFD when requested to review an applicant assessment.

In all cases, the Contractor must use testing instruments that do not produce adverse impacts for women and minorities, and the interview process must reduce the opportunity for interviewer bias.

The Contractor must complete its evaluation and issue a final written report to the requesting agency within 14 calendar days from each referral's interview. Each written report will be in a format approved by the County and must include the elements detailed below. The Contractor must have all reports reviewed by a second qualified psychologist on its staff before submitting the report to the County.

B. CONTRACTOR'S STAFF

Each psychologist used for testing or interviews must hold a license in good standing from the Virginia Board of Examiners for Clinical Psychologists

C. EVALUATIONS

Pre-employment Applicant Assessment

Pre-employment assessment of public safety applicants will consist of two phases of psychological testing and interviews and will include the following tests and assessments.

1. Phase One
 - a. Administer the Wonderlic Personnel Test R (WPT-R).
 - b. Administer the Sixteen Personality Factor Profile Fifth Edition (16PF Fifth Ed).
2. Phase Two
 - a. Conduct a structured interview and a clinical mental status examination of the applicant by the Contractor's clinical psychologist. The structured interview must follow the Contractor's standard format, with core questions on past and present behavior and attitudes that must be asked of every applicant and employee. The Contractor must also further explore critical items from the psychological testing and information from other sources, e.g. biographical data, panel interview and polygraph.
 - b. Administer the Minnesota Multiphasic Personality Inventory-2-RF (MMPI-2-RF).

Special Duty Position Evaluations

Special Duty Position evaluations of current public safety employees will require an advance meeting with the relevant public safety agency to determine the needs of and process for the particular evaluation. The Contractor will evaluate employees who apply for the positions specified in Attachment A (Job Classifications).

At a minimum, the evaluation will include one in-person interview with the employee, a battery of psychological tests and the review of any other information deemed appropriate by the Contractor or the agency.

Fitness for Duty Evaluations

At the request of the Agency, the Contractor will perform psychological assessments, evaluations and recommendations regarding the fitness for duty of firefighters/EMT, police officers, deputy sheriffs, or other employees. Fitness for duty assessments will include a minimum of: one in-person interview with the employee, a battery of psychological tests and review of any other information deemed appropriate by the Contractor after input from the Agency.

Consultant Services

On an as-needed basis and with input from the County, the Contractor will develop validation data for each requesting agency.

D. VALIDITY VERIFICATION

The Contractor will perform ongoing validity evaluations of the County's candidate selection process and meet annually with agency representatives to report on its validity study efforts and findings. The Contractor must also provide a written annual report of the validity findings.

E. STATISTICAL DATA

The Contractor must provide to the agencies statistical data on the average test scores for hired applicants for each race, ethnicity and gender group and must develop norms for each group.

F. APPOINTMENTS

Timely evaluations are critical to the agencies' successful recruitment and operations. The Contractor must be available by appointment, which will be made by the requesting agency. The Contractor must conduct evaluations primarily on Mondays, Fridays and Saturdays. The County may cancel scheduled appointments without financial obligation to the Contractor by giving the Contractor at least 24-hours' notice via e-mail. The Contractor must have an office space to accommodate testing of a minimum of five candidates at a time.

G. REPORTS:

A. Numerical Rating

For each of the testing, interview and total evaluation processes, the Contractor must provide a numerical rating as follows:

1. Highly Recommended (1)
2. Recommended (2)
3. Recommended with Reservations (3)
4. Not Recommended (4)

This is the only scale that will be accepted by the County agencies. Any request to change this scale must be in writing and must be approved in advance by the County.

B. Narrative Summary

The Contractor must also provide a narrative report on each candidate based on personality traits, relevant behavioral descriptions, quotations from the interview and background/test information. The Contractor's report must avoid the use of psychological jargon.

At a minimum, the narrative must include the following:

1. A summary of the candidate's educational and employment history
2. A summary of the candidate's developmental history
3. A summary of the candidate's social and health history
4. Psychological findings
5. An opinion as to the candidate's suitability for employment for the position being sought, addressing possible antisocial behaviors and/or other undesirable traits/behaviors

Each report must be specifically created for the individual applicant. The Contractor must not reuse or repurpose previous reports or use templates or stock narratives. If a requesting agency suspects that the Contractor has not met these requirements with respect to a report, the Contractor must take immediate steps to rectify the situation by creating a new report at no cost to the County. The Contractor also will be required to produce a written plan that details how it will ensure compliance in the future.

V. PROPOSAL REQUIREMENTS

1. GENERAL

The Proposal Form must be signed and marked "ORIGINAL". FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION WILL BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person legally authorized to bind the Offeror. Proposals along with the signed Proposal Form must be uploaded electronically via Vendor Registry no later than the date and time deadline specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time.

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

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

2. PROPOSAL SUBMISSION

The Offeror must submit one electronic copy of the proposal containing the signed Proposal Form. The County may not include in its evaluation any items missing from the electronic proposals.

The electronic proposal must indicate the name of the Offeror, the scheduled RFP closing date and time, and the number of the Request for Proposals. The County will not accept proposals submitted by fax or e-mail.

Timely submission of the proposal is the responsibility of the Offeror.

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. EVALUATION CRITERIA AND WEIGHTS

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

- a. **EXPERIENCE (40 POINTS)**
- b. **CAPABILITIES, APPROACH, STAFF SKILLS AND EXPERTISE (40 POINTS)**
- c. **PREVIOUS EMPLOYMENT/CONTRACTS (20 POINTS)**

7. PROPOSAL SUBMITTAL ELEMENTS

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

a. EXECUTED FORMS

- i. Proposal Form: original and copies as detailed above, to include the required FTA certifications.
- ii. Conflict of Interest Statement: included in the RFP document.
- iii. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

8. 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.

- 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.*

9. EXPERIENCE

Offerors should provide a concise description of their relevant work experience, including but not limited to:

- a. Executive Summary (max 1 page)
Summary of qualifications as they pertain to the scope of work. Describe anticipated challenges and innovative approaches for psychological assessments.
- b. Organization Description (max 5 pages)
 - i. List five programs/projects (current and previous) that demonstrate the organization's ability to successfully complete the scope of services.
 - ii. State the number of years in business and number of years the Offeror has provided services as outlined in the scope of work.
 - iii. Describe experience in providing comparable services to other public agencies of similar size to the County and other governmental public safety agencies.

10. CAPABILITIES, APPROACH AND STAFF SKILLS AND EXPERTISE (max 20 pages)

Provide a description of qualifications and skills of staff who will be responsible for performing the services, including at a minimum:

- a. Understanding of the scope of work.

- b. Approach and methodology: Detail experience with the proposed approach. This should include a work plan for the testing, interviews and written narratives.
- c. Forms: Provide copies of two different sample testing reports and identify which tests the Offeror has used in similar contracts. Also provide two copies of sample invoices that will be submitted.
- d. Identify personnel who will be assigned and their responsibilities in performing the scope of work (max 2 pages per person).
- e. Provide a CV for each staff member who will be assigned. The CVs should list the staff's name, experience, qualifications and similar projects performed.
- f. Describe the Offeror's facility and operations where they will assess County applicants and employees.
- g. Each psychologist who is used to test or to conduct interviews must hold a license in good standing from the Virginia Board of Examiners for Clinical Psychologists. Offerors should provide with their proposals a copy of the Virginia State Board of Examiners for Clinical Psychologists license for each psychologist.

11. PREVIOUS EMPLOYMENT/CONTRACTS (max 5 pages)

Provide full contact information (name, phone number, email address, company name and dates of service) for up to five previous contracts with a similar scope.

Note: These are not references, but the County reserves the right to contact any previous client to confirm the services provided.

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

VI. CONTRACT TERMS AND CONDITIONS

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

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

AGREEMENT NO. 20-017-RFP

THIS AGREEMENT is made, on the date of execution by the County, 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. 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 – Business Associate Agreement
- Exhibit D – Job Classifications

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 psychological assessments and fitness for duty services. 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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) 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. Increases in 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-month period ending in _____ of each year of the Contract.

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 terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it

and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

8. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an approved invoice.

The invoice must be based on an estimated percentage of the total work under each task that was completed during the month, subject to the Project Officer's acceptance of the work and the estimate. If the Contractor has already been paid 90% of the total amount allocated for any task and work under that task is not complete, the County will pay the remaining amount due for that task only upon completion of the task. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

9. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

10. REIMBURSABLE EXPENSES

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

11. * 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.

12. * 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.

13. 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).

14. * 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.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

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

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

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

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

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

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

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

25. * 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.

26. * 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.

27. 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.

28. * 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.

29. * 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.

30. 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.

31. 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)

32. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

33. 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.

34. AMENDMENTS

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

35. * 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.

36. * 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.

37. * 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.

38. ARBITRATION

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

39. 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.

40. 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.

41. 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.

42. * 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.

43. 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 CONFIDENTIAL INFORMATION.

44. 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.

45. 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.

46. NOTICES

Unless otherwise provided in writing, all written 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

Cynthia Davis, VCO, VCA
Assistant Purchasing Agent
cdavis@arlingtonva.us

47. 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.

48. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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 _____). 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.

50. 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 \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 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 provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- f. 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.
- g. 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.

- h. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

51. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

NAME: CYNTHIA DAVIS
TITLE: ASSISTANT PURCHASING AGENT

DATE: _____

AUTHORIZED
SIGNATURE: _____

NAME AND
TITLE: _____

DATE: _____

EXHIBIT _____

BUSINESS ASSOCIATE AGREEMENT

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

Recitals

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

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

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

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

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

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

1) Definitions

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

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

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

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

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

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

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

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

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

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

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

3) Permitted Uses and Disclosures by Business Associate

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

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

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).

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

5) Term, Termination and Breach

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

subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.

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

6) Miscellaneous

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

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

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

(3) County Project Officer

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

Attn: _____

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

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

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

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

obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.

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

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

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

Arlington County, Virginia

Business Associate

By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
Title: _____	Title: _____
County Privacy Officer	
Date: _____	Date: _____

VII. ATTACHMENTS AND FORMS

**ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 20-017-RFP**

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 3:00 P.M., MAY 28, 2020.

FOR PROVIDING PSYCHOLOGICAL ASSESSMENT AND FITNESS FOR DUTY SERVICES TO ARLINGTON COUNTY PUBLIC SAFETY AGENCIES ON AS NEEDED BASIS PER THE FOREGOING 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) _____

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY
DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON
COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL
SUBDIVISION?

YES ☐ NO ☐

OFFEROR STATUS: MINORITY OWNED: ☐ WOMAN OWNED: ☐ NEITHER: ☐

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:
[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

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

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

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

Please mark one:

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

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. 20-017-RFP, 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: _____

	ARLINGTON COUNTY FIRE DEPARTMENT STANDARD OPERATING PROCEDURE	
	SUBJECT: Firefighter/EMT I, II, and III Position Description	SOP# A.44/Cat 3
	APPROVED: James Schwartz Fire Chief	Initiated 07/18/10 Revised

A. PURPOSE

To establish the Firefighter/EMT I, II, and III position descriptions and job responsibilities for each.

B. SUMMARY

This is a non-supervisory position responsible for fire suppression, emergency medical services (EMS), technical rescue, hazardous materials, fire prevention, public education, and incident response activities on an assigned shift. A Firefighter/EMT may be assigned to shift work or may serve in a staff position and provide support to a program such as Fire Prevention, Training Academy or Support Services.

An employee in this class is responsible for providing high quality customer service and participating in daily activities that include responding to emergency incidents, protecting life, property and the environment. Other essential functions include performing non-emergency duties, which shall include public education, fire prevention, apparatus maintenance, battalion training, physical training and other duties necessary to support the Fire Department mission.

The Firefighter/EMT I, II and III shall assist officers and team members in various activities related to meeting the Arlington County Fire Department mission. Employees in this class shall work under supervision and will report directly to their supervising Lieutenant, Captain or Captain II. This applies to operational and non-operational issues.

C. EXPECTATIONS and RESPONSIBILITIES

Like all members of the department, a Firefighter/EMT is expected to make a positive contribution to the department. They are to manage their activities and behavior in a way that contributes to the department's mission and objectives as established by the Fire Chief and carry out the direction given by their supervisor. The Firefighter/EMT is expected to:

- Contribute to a positive work environment
- Treat all persons with respect and dignity
- Be professional at all times
- Serve the customer with the highest levels of competence and compassion
- Be accountable; stress accountability
- Contribute to the improvement of the department

- Assist other members in achieving higher levels of performance
- Remain engaged in and contribute to their own professional development

D. ASSIGNMENTS

1. Fire Operations

Firefighter/EMT Trainee: All trainee employees are expected to attend and successfully complete the Recruit Academy. Trainees are expected to learn through a combination of classroom instruction, performance-based demonstration and self-study. Trainees receive instruction designed to teach proper use of Fire Department tools and equipment. They are expected to understand and follow written and verbal directions, use effective communication, work in an outdoor environment, perform moderate to heavy physical activities for prolonged periods of time, and work to achieve and maintain a high level of physical fitness. Duties of trainee employees also include, but are not limited to, maintenance of Fire Department facilities and equipment. Trainee employees are responsible for performing duties in accordance with established Standard Operating Procedures and Departmental Orders. Successful performance as a Firefighter/EMT Trainee may lead to an appointment as a Firefighter/EMT I.

Firefighter/EMT: Serves as a team member of an assigned company and responds to emergency incidents as a part of a unit to mitigate hazards including, but not limited to, fires, medical emergencies, hazardous materials spills, rescue operations and motor vehicle crashes. Firefighter/EMTs shall be familiar with and have full knowledge of ACFD Operating Procedures and Protocols. The position requires following commands and instructions under pressure in all aspects of emergency and non-emergency response. As directed by a company officer, Firefighter/EMTs are expected to operate fire apparatus in emergency and non emergency situations; lay, connect and stretch hose lines; operate fire streams; use hand and power tools; perform various ventilation methods; enter burning structures for the purpose of extinguishing fires and to perform search and rescue operations; raise, lower and climb portable and aerial ladders to enter structures; perform salvage and overhaul operations during and after fires to remove hazards, preserve the incident scene, and protect property.

2. Emergency Medical Services

The Firefighter/EMT I and II is certified at the EMT-B level and is responsible for providing high quality Basic Life Support (BLS) care. Under the supervision of a company officer or an ALS provider, the Firefighter/EMT I and II is expected to assist with and deliver care when assigned to a suppression unit or as the operator of an ALS unit. BLS personnel shall provide emergency medical response duties at the BLS level, including initial patient and situation assessment, cardiopulmonary resuscitation, trauma and medical care. Other duties include operating equipment, patient packaging and providing support to ALS personnel in advanced life support (ALS) emergency medical care.

A Firefighter/EMT III assigned to an ALS unit reports directly to an FTO and/or EMS Supervisor. The Firefighter/EMT III is responsible for patient care, unit management, technical and administrative duties for his/her assigned unit. The Firefighter/EMT III assumes the lead role on EMS incidents in absence of an FTO or EMS Supervisor.

3. Fire Prevention

Serves and assists in the day-to-day operations of Fire Prevention programs. This is an administrative and technical position assigned to the Fire Prevention Office which includes fire inspections, fire prevention enforcement work, and the investigation of fire incidents, enforcement of building codes, fire codes and ordinances. This position emphasizes fire investigations, inspections, and the enforcement and interpretation of the Virginia State and Arlington County Fire Prevention Code. Deputy Fire Marshals provide information and assistance to the public related to fire safety, public education and code requirements. Other duties can include working independently and providing guidance and direction to civilian (Fire Code Inspectors) staff.

4. Special Operations

Firefighter/EMTs assigned to programs such as the Hazardous Materials Team (HMT) and Technical Rescue Team (TRT) provide specialized assets to the Operations Division of the Department. Members assigned to these areas have responsibility for attending specialized training and maintaining certifications.

TRT members are expected to perform duties such as using technical and specialized equipment for the rescue, stabilization and mitigation of emergencies involving structural collapse, rope rescue, confined space rescue, trench rescue, swift water rescue and vehicle extrication. TRT members are required to attend monthly drills. This position requires the knowledge and ability to use and maintain technical equipment, personal protective equipment (PPE) and the operation of specialized tools and apparatus.

HMT members are required to attend monthly drills and take a yearly OSHA mandated physical. Duties expected in these positions can include containment, stabilization and mitigation of emergencies involving hazardous materials and toxic substances. This position requires specific knowledge that pertains to a response involving weapons of mass destruction including scene management and mitigation. Assignment to Hazmat comes with the responsibility to be proficient in the use of technical and specialized instruments, computers, personal protective equipment (PPE) and communications equipment.

5. Fire Education Specialist

The Fire Education Specialist assignment is a highly technical position, which requires specific knowledge, skills, and abilities. The KSAs include, but are not limited to the following: Self-motivated, with a strong capacity to work independently. This position requires excellent office management skills, effective time management skills and proficiency in the use of relevant computer equipment and software. It also requires excellent interpersonal skills, including both oral and written communication, knowledge of instructional techniques, methods, and the ability to apply them effectively. The Fire Education Specialist determines training objectives, develops training programs, and utilizes educational principles to facilitate program enhancement. They test students to determine the skills and knowledge attained. They oversee practical evolutions and recommend remedial training if needed. The Fire Education Specialist functions as the lead instructor for firefighter recruits and probationary firefighters. The Fire Education Specialist assumes the role of mentor, coach and councilor for firefighter trainees.

6. EMS Education Specialist

The Fire/EMS III Education Specialist assignment is a highly technical position, which requires specific knowledge, skills, and abilities. The KSAs include, but are not limited to the following: Self-motivated, with a strong capacity to work independently. This position requires excellent office management skills, effective time management skills and proficiency in the use of relevant computer equipment and software. It also requires excellent interpersonal skills, including both oral and written communication, knowledge of instructional techniques, methods, and the ability to apply them effectively. The EMS Education Specialist determines training objectives, develops training programs, and utilizes educational principles to facilitate program enhancement. They test students to determine the skills and knowledge attained. They oversee practical evolutions and recommend remedial training if needed. They schedule, develop and deliver EMS training (both ALS and BLS) in accordance with VA OEMS guidelines, ACFD SOPs and Medical Protocols.

The duties listed above are intended to illustrate the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the assignment to the position.

E. MAJOR DUTIES

1. General

- a. Provides responsible leadership to the Arlington County Fire Department;
- b. Directs team members in the absence of a Fire/EMS officer;
- c. Performs duties in accordance with the Arlington County Fire Department standard operating procedures;
- d. Performs assigned tasks and operates safely and efficiently during emergency and non-emergency operations;
- e. Completes internal and external assignments in an efficient and timely manner;
- f. Attends regular and assigned battalion training sessions;
- g. Performs public education in different settings as assigned;
- h. Participates fully in the physical fitness program and performs annual peer fitness evaluation;
- i. Maintains satisfactory personal aerobic capacity;
- j. Maintains knowledge of streets, hydrants and safe driving principles;
- k. Attends staff and committee meetings to disseminate information as appropriate;
- l. Maintains accurate records and prepares complete reports;
- m. Inspects work location and all equipment for compliance with county policy, state and federal safety regulations;
- n. Ensures that PPE is reliable, clean, and in good working condition;
- o. Takes initial action to alleviate and resolve any discrepancy or potential problem involving apparatus, equipment and facilities;
- p. Maintains fire department equipment, apparatus (front-line and reserve) and facilities;
- q. Maintains required certifications to support function and/or assignment;
- r. Assists with record keeping and report writing using the Fire Records Management System (FRMS);
- s. Participates fully in the post-incident critique system when applicable;
- t. Participates fully in the Assess Improve Maintain (AIM) process;

- u. Maintains flexibility to individual circumstances while treating group members respectfully;
 - v. Demonstrates professional conduct when interacting with citizens and other agencies;
 - w. Maintains high standards of ethical conduct, integrity and honesty;
 - x. Interacts professionally and respectfully with superiors and other department members;
 - y. Maintains and expands job knowledge, skills and abilities.
2. Firefighter/EMT Trainee
 - a. Successfully completes Recruit school by achieving the objectives as outlined in the Trainee Manual;
 - b. Understands and follows verbal and written instruction;
 - c. Works cooperatively with other Trainees and the public;
 - d. Works in a variety of weather conditions with exposure to the outdoor elements;
 - e. Learns job responsibilities through a combination of classroom instruction, performance based demonstration and self-study;
 - f. Works safely and efficiently without presenting a threat to self and others;
 - g. Achieves and maintains a satisfactory personal aerobic capacity;
 - h. Learns and upholds all policies and procedures of the Arlington County Fire Department and Arlington County Government.
 3. Firefighter/EMT I, II
 - a. Responds to incidents and conducts initial size-up;
 - b. Ensures that front line apparatus and equipment is properly equipped and maintained;
 - c. Performs fire suppression functions;
 - d. Performs emergency medical services (EMS) functions including rotation to medic units as needed;
 - e. Performs rescue operations;
 - f. Ensures that training and certifications are maintained;
 - g. Performs public education and other support services as assigned.
 4. Firefighter/EMT III
 - a. Responds to incidents and conducts initial size-up;
 - b. Manages company activities and ensures the safety of all personnel under supervision;
 - c. Ensures readiness of front line medic units assigned to station;
 - d. Directs and performs emergency medical services;
 - e. Performs fire suppression functions;
 - f. Performs rescue operations;
 - g. Maintains training and certifications;
 - h. Attends monthly ALS continuing medical education (CME);
 - i. Directs personnel during emergency and non-emergency incidents;
 - j. Ensures timely completion of patient care reports (EMS Charts) and maintains proper documentation, quality and accuracy.
 - k. Oversees quality performance of ALS and BLS care in accordance with ACFD SOPs and protocols;
 - l. Assists firefighter trainees with BLS training in coordination with suppression officer;
 - m. Oversees ALS trainees and ride-along students;
 - n. Performs public education and other support services as assigned.


5. Deputy Fire Marshal

- a. Responds to incidents when requested by fire department units regarding potential code violations;
- b. Responds to “request for service” calls regarding violations of the fire code and citizens’ complaints or questions;
- c. Conducts meetings and consults with property representatives, building engineers, architects, and various other interested parties;
- d. Gives testimony in court cases as required;
- e. Conducts permit inspections, hazmat inspections, annual inspections, and hood inspections to determine compliance and to enforce county code;
- f. Recommends corrective action to bring about compliance;
- g. Prepares and issues documents for Notices of Violation;
- h. Prepares accurate inspection reports and enters information into Code-Pal;
- i. Prepares correspondence and written reports of code interpretation to citizens, contractors, and developers;
- j. Prepares and issues summonses for non-compliance, code violations and other related crimes;
- k. Swears out arrest warrants, administrative warrants, criminal search warrants, and inspection warrants;
- l. Acts as a liaison with the State Fire Marshal and other state and federal agencies;
- m. Conducts research using code books and other documents/references when applicable to a specific situation, (e.g., NFPA 72, SFPC, IFC, IBC);
- n. Performs public education and other support services associated with the Fire Prevention Office as needed;
- o. Performs occupancy checks at special events and on special holidays and routine checks of night time establishments;
- p. Organizes work, sets priorities, meets critical deadlines, and completes assignments with minimal direction;
- q. Communicates clearly and effectively both orally and in writing;
- r. Provides support to all fire investigations (e.g., transporting the fire trailer to the scene, assisting the lead investigator, or assuming various support functions);
- s. Conducts an initial criminal history check on applications for employment;
- t. Serves as a member of an emergency response team;
- u. May serve as a member of the Explosive Ordnance Disposal Team (EOD);
- v. Utilizes specialized protective equipment, tools and techniques to evaluate ordnance hazards;
- w. Conducts render-safe operations;

6. Fire Education Specialist

- a. Lead instructor for recruit school;
- b. Designs and implements lesson plans for recruit school;
- c. Coordinates with adjunct instructors to deliver training;
- d. Lead evaluator for trainee and probationary testing;
- e. Mentors recruits
- f. Assists recruits with day to day issues;
- g. Provides feedback to officers regarding recruit performance;
- h. Coordinates recruit school physical fitness program.

7. EMS Education Specialist
 - a. Obtains VA OEMS course approvals for ALS and BLS courses;
 - b. Monitors ALS trainee progress, via the ALS trainee manual;
 - c. Schedules and conducts ALS trainee examinations;
 - d. Conducts BLS training for trainee and probationary examinations
 - e. Schedules and assists with operational medical director testing;
 - f. Works and coordinates with internal and external customers;
 - g. Manages BLS and ALS training schedules for the department.
 - h. Coordinates with adjunct instructors to deliver training;

	ARLINGTON COUNTY FIRE DEPARTMENT STANDARD OPERATING PROCEDURE	
	SUBJECT: Fire/EMS Lieutenant Position Description	SOP# A.45/Cat 3
	APPROVED: James Schwartz Fire Chief	07/18/10 Revised

A. PURPOSE

To establish the Fire/EMS Lieutenant position description and job responsibilities.

B. SUMMARY

This is a supervisory and administrative position managing the activities of an assigned fire suppression company, overseeing the Emergency Medical Services (EMS) function of an ALS unit, directing or assisting in the direction of a substantive program or function and/or providing staff support to any staff function in the department.

An employee in this class supervises subordinate personnel which includes operational supervision where the Lieutenant is responsible for tactical decision making, establishing and maintaining command where appropriate, filling a position within the incident command system and/or providing command post support.

When not engaged in emergency response operations, the Lieutenant is responsible for ensuring the delivery of quality customer service by supervising the performance of assigned staff; providing coaching and counseling to employees; recommending disciplinary action; preparing performance appraisals; providing performance feedback; developing short range plans for assigned function; identifying training needs and developing enhanced skills; preparing and analyzing periodic reports; maintaining and managing Fire Records Management System (FRMS) for assigned area; assisting in the administration of a limited budget.

The Fire/EMS Lieutenant reports directly to his or her supervising Fire/EMS Captain or Battalion Chief. This applies to operational and non-operational issues with the exception of ALS matters in which the Fire/EMS Lieutenant (Field Training Officer) reports to the Fire/EMS Captain II (EMS Commander).

C. LEADERSHIP

As a Fire/EMS Lieutenant, leadership functions and capabilities shall include leading at all levels, guiding and developing others, driving and implementing strategy, self-leadership, coordination and control, and carrying out the mission and objectives established by the fire chief, command staff and immediate supervisor. The abilities to set clear direction, focus on customer needs, establish and execute plans, develop subordinates, and build effective relationships are among the qualities that good supervisors shall display. An employee in this class must be able to confront issues and must work positively to influence the actions of others.

Leadership skills include the ability to understand the concept of teamwork and the ability to build effective workgroups that are committed to the success of the department. Fire/EMS officers are expected to set priorities and goals and to positively persuade, coach and develop others toward higher performance recognizing that all members possess leadership attributes at one time or another. Supervisors shall demonstrate desired behavior and maintain professional boundaries with members while upholding organizational responsibilities.

D. PROFESSIONAL DEVELOPMENT

Effective supervisors recognize that success requires a career-long commitment to personal and professional development. Professional development is a continual learning process required to successfully meet goals, confront challenges within the organization, and advance in one's career. As a leader in the Arlington County Fire Department, Fire/EMS officers are expected to pursue their own professional development and to encourage other department members to continually develop skills beyond expectations. Fire/EMS Lieutenants are expected to formulate personal development plans with their supervisors to identify areas for development and to identify continuous learning opportunities. They are to document their results and progression, assess their future professional development needs and provide feedback to their immediate supervisor.

E. DUTIES/ASSIGNMENTS

1. Fire Operations

The Fire/EMS Lieutenant serves as the company officer and responds to, directs and participates in emergency incidents, including fires, medical emergencies, hazardous materials releases, rescue operations and motor vehicle crashes. The company officer shall initiate the incident command system when appropriate and coordinate the work of incoming companies initiating appropriate tactics upon arrival. They determine appropriate placement of apparatus and equipment at the scene of an incident; determine the appropriate entrance into a structure and determine when the incident is sufficiently safe to conclude. The Lieutenant acts as a group leader ensuring job and technical knowledge, safety, trust, teamwork, motivation and leadership of assigned personnel.

While conducting emergency medical services and based on the direction provided by ALS personnel, the lieutenant coordinates support duties to include initial and subsequent patient care as well as other supporting functions such as retrieving equipment and providing additional support personnel. Other duties include securing and controlling the incident scene as an individual or in a joint effort with other county departments and/or agencies. An employee in this class may be assigned to a specialty function such as the hazardous materials team, the technical rescue team or the fire training academy.

2. Emergency Medical Services

The Fire/EMS Lieutenant (Field Training Officer or FTO) is responsible for ensuring high quality medical care and services delivered by Fire/EMS personnel. The Fire/EMS Lieutenant (FTO) reports to the EMS Commander on EMS related matters and operational tasks. The primary focus of this position is to provide technical, medical guidance and supervision to ALS and BLS personnel assigned to medic units and ALS suppression units.

A Fire/EMS Lieutenant may also be assigned to direct a suppression unit or function. Fire/EMS Lieutenants assigned as FTOs along with the EMS Education Specialist will develop and deliver a unified training platform for the education and training of ALS and BLS providers. Field Training Officers will function as preceptors and will coordinate/administer the ALS trainee program for all new ALS providers as well as providing EMS training for their respective battalions as required.

3. Fire Prevention

A Fire/EMS Lieutenant assigned to the Fire Prevention Office reports to the Fire/EMS Captain I and may serve as a Deputy Fire Marshal, Duty Fire Marshal or Code and Law Enforcement Officer. Fire/EMS Lieutenants assist in the day-to-day management and function of investigations, and code and law enforcement. This is an administrative and technical position that includes directing, supervising and evaluating the work of the staff deputy fire marshals. Emphasis of this position is in overseeing the enforcement and interpretation of the Virginia Statewide Fire Prevention Code; providing technical guidance; developing and implementing new or revised policies in accordance with established departmental rules and regulations; directing the investigation of fire incidents, enforcement of building codes, fire codes and ordinances regarding fire prevention, and the protection of life and property.

F. MAJOR DUTIES


1. General

- a. Provides responsible leadership to the Arlington County Fire Department;
- b. Directs the overall activities of a unit or section to which assigned;
- c. Oversees and directs assigned personnel while conducting emergency and non-emergency activities;
- d. Performs tasks in a proficient manner and responds effectively to adversity;
- e. Manages a unit or section according to regulations and guidelines set forth by the department, station commander or program manager;
- f. Completes performance evaluations in a timely manner on assigned subordinate personnel;
- g. Completes internal and external assignments in an efficient and timely manner;
- h. Identifies deficient performance among assigned personnel and prepares Performance Standards Action Document (PSAD) when appropriate;
- i. Investigates complaints and recommends disciplinary action as necessary;
- j. Encourages individual and team improvement while holding members accountable for their performance;
- k. Participates fully in the physical fitness program, performs annual peer fitness evaluations and maintains a satisfactory personal aerobic capacity;
- l. Maintains the annual budget for the assigned area to ensure that impacts on budget are identified;
- m. Attends staff and committee meetings to disseminate information as appropriate;
- n. Maintains accurate records and prepares complete reports;
- o. Inspects work location and all equipment for compliance with county policy, and state and federal safety regulations;
- p. Takes initial action to alleviate and resolve any discrepancy or potential problem involving personnel, apparatus and or the work place;
- q. Exhibits a high level of enthusiasm and a positive attitude;

- r. Ensures proactive approach to identify negative behavior that may divide the workgroup;
 - s. Plans and participates in public relations and community outreach;
 - t. Oversees and directs fire station training, and the certification and accountability program (FASTCAP);
 - u. Ensures all assigned personnel maintain required certifications to support branch or section;
 - v. Provides guidance for referral to the Employee Assistance Program (EAP) for job-related performance problems;
 - w. Maintains flexibility to individual circumstances while treating workgroup members respectfully;
 - x. Participates in the post-incident critique system when applicable;
 - y. Participates fully in the Assess Improve Maintain (AIM) process;
 - z. Demonstrates professional conduct when interacting with citizens and other agencies;
 - aa. Maintains high standards of ethical conduct, integrity and honesty;
 - bb. Interacts professionally and respectfully with subordinates, superiors and other department members;
 - cc. Maintains and expands job knowledge, skills and abilities.
 - dd. Represents the department at regional meetings and collaborative processes, e.g., NOVA, COG.
2. Fire Suppression Officer
- a. Responds to emergencies and conducts initial size-up at incident scenes;
 - b. Assumes command at the scene of an incident until relieved by a higher ranking officer;
 - c. Manages company activities and ensures the safety of all personnel under supervision;
 - d. Ensures that front line apparatus and equipment are properly equipped and maintained;
 - e. Ensures that apparatus and equipment maintenance records are maintained;
 - f. Directs and performs fire suppression, emergency medical services and rescue operations;
 - g. Ensures that training and certifications of assigned personnel are maintained;
 - h. Performs public education and other support services as assigned.
3. Emergency Medical Services (FTO)
- a. Responds to emergencies and conducts initial size-up at incident scenes;
 - b. Manages company activities and ensures the safety of all personnel under supervision;
 - c. Ensures readiness of front line and reserve medic units assigned to station;
 - d. Directs and performs emergency medical services;
 - e. Ensures that training and certifications of assigned personnel are maintained;
 - f. Ensures timely completion and reviews patient care reports (EMS Charts) to ensure proper documentation, quality and accuracy;
 - g. Oversees quality performance of ALS and BLS care in accordance with ACFD standard operating procedures and protocols;
 - h. Coordinates ALS trainee program, and precepts and mentors assigned ALS trainees;
 - i. Assists firefighter trainees with BLS training as requested and in coordination with suppression officer;
 - j. Demonstrates professional conduct when interacting with the citizens and other agencies;
 - k. Performs public education and other support services as assigned;
 - l. Manages assigned fire station according to guidelines set forth by the department and the station commander.

4. Deputy Fire Marshal
 - a. Acts as the lead investigator on fire investigations;
 - b. Responds to incidents when requested by fire department units regarding potential code violations;
 - c. Conducts initial investigations at fire scenes and or provides input and professional knowledge/guidance;
 - d. Conducts meetings and consults with the commonwealth attorney's office;
 - e. Manages investigation cases and prepares documents for court or deposition;
 - f. Conducts interviews with suspects, witnesses, victims and other department personnel;
 - g. Conducts meetings and interviews with other agencies such as ACPD, Sheriff's Office, medical examiner and insurance investigators;
 - h. Assists and works closely with the medical examiner, crime lab, ATF, EPA, State Fire Marshal and other state and federal agencies;
 - i. Performs proper evidence collection to include photography and processing of other physical evidence.
5. Code and Law Enforcement
 - e. Prepares and issues documents for notice of violation and citation;
 - f. Prepares correspondence and written reports of code interpretation to citizens, contractors, and developers;
 - g. Recommends corrective action to bring about compliance;
 - h. Performs field inspections to determine compliance and to enforce county code;
 - i. Researches references, code books and documents when applicable to a specific situation, (e.g., NFPA 72, SFPC, IFC, IBC);
 - j. Represents the department in court and testifies regarding non-compliance, code violations and other related crimes;
 - k. Prepares and issues summonses for non-compliance, code violation and other related crimes;
 - l. May arrest any person who has committed or has attempted to commit a crime of incendiary origin;
 - m. Performs public education and other support services as needed;
 - n. Performs occupancy checks during special events and on special holidays;
 - o. Ensures that training and certifications of assigned personnel are maintained;
 - p. Conducts an initial criminal history records check on applicants for career employment and/or appointment as a volunteer.
6. EOD Technician
 - a. Performs and manages the team with explosive ordnance mitigation (EOD) operations;
 - b. Conducts and supervises render-safe operations;
 - c. Serves as the member of an emergency response team;
 - d. Utilizes specialized protective equipment, tools and techniques to evaluate ordnance hazards;
 - e. Attends specialized training and monthly Metro-Tech meetings;
 - f. Attends and coordinates recertification and in-service training;
 - g. Coordinates and manages stand-by list and procedures for on-call personnel.

End

	ARLINGTON COUNTY FIRE DEPARTMENT STANDARD OPERATING PROCEDURE	
	SUBJECT: Fire/EMS Captain I Position Description	SOP# A.46/Cat 3
		Initiated 07/18/10
	APPROVED: James Schwartz Fire Chief	Revised

A. PURPOSE

To establish the Fire/EMS Captain I position description and job responsibilities.

B. SUMMARY

The Fire/EMS Captain I position is a supervisory and administrative position managing the activities of an assigned fire suppression company, assisting in the direction of a substantive program or section, or providing staff support to the Fire Chief. Both Captain ranks are orally referred to as “Captain” however in writing and for clarification purposes, a Captain I can be referred to as such. In Operations, the Captain I serves primarily as the shift commander for the assigned station.

An employee in this class supervises subordinate personnel directly or indirectly. This includes operational supervision where the Captain I is responsible for tactical decision making, establishing and maintaining command where appropriate, filling a position within the incident command system and/or providing command post support. When not engaged in emergency response operations, the Captain I provides coaching and counseling to subordinate personnel, prepares performance appraisals and recommends corrective action as needed; develops short range plans for assigned function; identifies training needs and develops plans for skill and performance enhancement; prepares and analyzes periodic reports, and assists in the administration of a proposed budget.

The Fire/EMS Captain I reports directly to the Fire/EMS Captain II (station commander) regarding non-operational activities such as specific projects, pre-fire surveys, public education, community outreach and apparatus and station maintenance. For operational functions and matters, including emergency response, physical training, field training, and personnel issues, the Captain I reports directly to his/her Battalion Chief.

C. LEADERSHIP

As a Fire/EMS Captain I, leadership functions and capabilities shall include leading at all levels, guiding and developing others, driving and implementing strategy, self-leadership, coordination and control, and carrying out the mission and objectives established by the Fire Chief, command staff and immediate supervisor. An employee in this class must be able to confront issues and must work to positively influence the actions of others. Leadership skills

include the ability to understand the concept of teamwork and the ability to build effective workgroups that are committed to the success of the department; set priorities and goals; positively persuade, coach and develop others toward higher performance, and recognize that all members exhibit leadership traits at one time or another. Supervisors shall demonstrate desired behavior and maintain professional boundaries with members while upholding organizational responsibilities.

D. PROFESSIONAL DEVELOPMENT

Effective supervisors recognize that success requires a career-long commitment to personal and professional development. Professional development is a continual learning process required to successfully meet goals, confront challenges within the organization, and advance in one's career. As a leader in the Arlington County Fire Department, Fire/EMS officers are expected to pursue their own professional development and to encourage other department members to continually develop skills beyond expectations. Fire/EMS Captains are expected to formulate personal development plans with their supervisors to identify areas for development and to identify continuous learning opportunities. They are to document their results and progression, assess their future professional development needs and provide feedback to their immediate supervisor.

E. DUTIES/ASSIGNMENTS

1. Operations

The Fire/EMS Captain I serves as the company officer and responds to, directs and participates in emergency incidents, including fires, medical emergencies, hazardous materials releases, rescue operations and motor vehicle crashes. The company officer shall initiate the incident command system when appropriate and coordinate the work of incoming companies initiating appropriate tactics upon arrival. They determine appropriate placement of apparatus and equipment at the scene of an incident; determine the appropriate entrance into a structure and determine when the incident is sufficiently safe to conclude. The Captain I also serves as shift commander of the assigned station ensuring job and technical knowledge, safety, trust, teamwork, motivation and leadership of assigned personnel.

While conducting emergency medical services and based on the direction provided by ALS personnel, the Captain coordinates support duties to include initial and subsequent patient care as well as other supporting functions such as retrieving equipment and providing additional support personnel. Other duties include securing and controlling the incident scene as an individual or in a joint effort with other county departments and/or agencies. An employee in this class may be assigned to a specialty function such as the hazardous materials team, the technical rescue team or the fire training academy.

♦ Emergency Medical Services

It is not normally expected that the Fire/EMS Captain I will be assigned to fulfill the role of Field Training Officer (FTO) by directly supervising a medic unit. However, there may be instances when a Captain I who is ALS certified and assigned to a shift

with another ALS certified officer, based on circumstances and at his or her discretion, opts to share some of those EMS duties with that other officer.

2. Training Officer

The Fire/EMS Captain I is responsible for developing and implementing a structured training program for recruit firefighters and evaluating recruit performance. This position reports to the Fire/EMS Captain II and can supervise fire training academy (FTA) activities in his/her absence. The training officer assists in the development of ongoing training programs for department members; develops procedures and manuals as resources for the department and training academy staff; maintains a record keeping system capable of tracking individual and department training activities to include state accredited certification training, National Fire Academy training, EMS training and other specialty training attended by department personnel. Serves as the department's representative and maintains liaison with the Virginia Department of Fire Programs Training Division.

3. Fire Prevention

The Fire/EMS Captain I assists in the management of the fire inspections program; assigns, reviews and evaluates the work of the fire marshals; oversees the enforcement and interpretation of the Virginia Statewide Fire Prevention Code; provides technical guidance to the fire marshals on complex issues; develops and implements new or revised rules and regulations. These positions may involve exposure to hazardous, dangerous, and physically demanding conditions and are subject to 24-hour standby availability. An employee in this class may report to the Fire/EMS Captain II or a Fire/EMS Battalion Chief.

4. Emergency Management Deputy Coordinator

The Emergency Management Deputy Coordinator Officer is assigned to the Office of Emergency Management (OEM) and reports directly to the Deputy Director of OEM. The primary function of the Emergency Management Deputy Coordinator is to support and further the mission of the ACFD by managing emergency and disaster management functions. The OEM deputy coordinator does not directly supervise any employees. The Emergency Management Deputy Coordinator Officer serves as the OEM liaison on emergency preparedness issues, coordinates training programs and emergency operations exercises. The deputy coordinator assists with the development of emergency and mitigation plans, and assists with federal and state emergency operations reimbursement claims.

5. Command Aide

The Fire/EMS Captain I assigned to the command aide position reports directly to the shift battalion chiefs. The command aide fulfills the role of staffing coordinator for a shift/platoon. The primary functions of the command aide are to ensure adequate staffing; to support the battalion chief with command functions on emergency incidents; and to work in conjunction with the department training officer and the Battalion Management Team to develop, coordinate and instruct operations training programs. The Captain I coordinates personnel and staffing for all stations over the 24hr shift period. On the emergency scene, the command aide assists the incident commander with command and control of the scene. A critical component of the Command Aide position is working in conjunction with the

department training officer and the Battalion Management Team to develop, coordinate and instruct operations training programs.

6. Communication and Technology Officer

The Communication and Technology Officer reports directly to the Support Services Assistant Chief. This is a highly technical position that requires an individual who is self motivated, with a strong capacity to work independently. Excellent interpersonal skills and the ability to work effectively with outside agencies, vendors and contractors are essential to this position. Their main responsibility is to coordinate and manage all communication equipment for the fire department and to serve as a liaison between the department and the emergency communications center (ECC). This position requires an individual who is proficient in the use of, and keeps up to date with, the latest technology in the public safety arena.

7. Staff Assistant to the Fire Chief

The Staff Assistant to the Fire Chief reports to and works under the general direction of the Fire Chief. This position requires excellent organizational, time management and interpersonal skills. Proficiency in the use of department technology, business software and the ability to work independently are desirable skills for this position. Training in these functions can be provided as needed. The staff assistant performs research and prepares administrative and technical reports; represents the Fire Chief, the department and the county in relationships with the community, the region and professional organizations; prepares and revises SOPs for approval by the Fire Chief. The staff assistant handles other special assignments as directed by the Fire Chief or other senior staff.

8. Human Resources Officer

The Human Resources Officer reports directly to the Personnel Services Chief. Proficiency in the use of department technology, related office software and the ability to work independently are desirable skills for this position. The Human Resources Officer is responsible for outreach and recruitment, job fairs, career fairs and other community events. They manage all facets of the recruitment process in coordination with human resources. They liaise with the health and safety officer and occupational health to schedule and monitor pre hire physicals and psychological evaluations. The Human Resources Officer manages the awards and recognition program. The Captain I may assist with the development of policies and procedures for assigned area. Other duties include but are not limited to, preparing reports and documents as requested by the Fire Chief and other senior staff.

F. MAJOR DUTIES:

1. General

- a. Provides responsible leadership to the Arlington County Fire Department;
- b. Directs the activities of a fire station, personnel or section to which assigned;
- c. Oversees and directs assigned personnel while conducting emergency and non-emergency activities;
- d. Performs tasks in a proficient manner and responds effectively to adversity;

- e. Performs risk assessment and develops tactical plans to address any potential problem concerning emergency and non-emergency operations;
- f. Assists in the development of procedures, objectives and priorities for a fire station, branch, or section;
- g. Completes performance evaluations in a timely manner on assigned subordinate uniformed and non-uniformed personnel;
- h. Encourages individual and team improvement while holding members accountable for their performance;
- i. Identifies deficient performance among assigned personnel and prepares performance standard action documents (PSAD) when appropriate;
- j. Participates in the physical fitness program, performs annual peer fitness evaluations and maintains a satisfactory aerobic capacity.
- k. Maintains the annual budget for the assigned area to ensure that impacts on the budget are identified;
- l. Attends staff and committee meetings to disseminate information as appropriate;
- m. Maintains accurate records and prepares complete reports;
- n. Inspects work location and all equipment for compliance with county, state, and Federal safety regulations, and takes initial action to assure compliance;
- o. Participates fully in public relations programs to meet community needs as directed by the station commander;
- p. Ensures all assigned personnel maintain required certifications;
- q. Ensures timely completion, proper documentation and enters daily activity reports into the fire records management system (FRMS);
- r. Participates fully in the post-incident critique system when applicable;
- s. Participates fully in the Assess Improve Maintain (AIM) process;
- t. Exhibits a high level of enthusiasm and positive attitude;
- u. Ensures proactive approach to identify to identify negative behaviors that may divide the workgroup;
- v. Maintains flexibility to individual circumstances while treating workgroup members equally;
- w. Demonstrates professional conduct when interacting with citizens and other agencies;
- x. Maintains high standards of ethical conduct, integrity and honesty;
- y. Interacts professionally and respectfully with subordinates, superiors and other department members;
- z. Maintains and expands job knowledge skills.
- aa. Represents the department at regional meetings and collaborative processes, e.g., NOVA, COG.

2. Fire Suppression Officer


- a. Responds to emergencies and conducts initial size-up at incident scenes;
- b. May assume command at the scene of an incident until relieved by a higher-ranking officer;
- c. Manages company activities and ensures the safety of all personnel under supervision;
- d. Oversees that front-line apparatus and equipment are properly equipped and maintained;
- e. Ensures that apparatus and equipment maintenance records are maintained;
- f. Directs and performs fire suppression functions, emergency medical services and rescue operations;
- g. Performs public education and other support services as assigned;
- h. Completes FRMS reporting accurately and comprehensively within each work tour;

- i. Manages fire station according to regulations and guidelines set forth by the department and the station commander.
3. Fire Prevention Officer
 - a. Reports to the Fire/EMS Captain II , Fire Prevention;
 - b. Plans, coordinates, supervises and directs the work of the inspections section, prioritizing work to meet the goals of the section;
 - c. Reviews inspection reports and other documentation for accuracy, clarity, and completeness;
 - d. Assists in the interpretation and enforcement of the fire prevention code;
 - e. Makes field inspections to provide technical assistance to builders, developers and or contractors;
 - f. Makes field inspections to assist field testing staff in determining code requirements and compliance for complicated or highly technical fire code-related matters;
 - g. Makes field inspections to mediate or resolve code-related deficiencies between the business/building, communities, and field testing section staff;
 - h. Directs and coordinates the work of fire protection equipment and systems testing Section staff, prioritizing work to meet the goals of the section;
 - i. Reviews test reports and other documentation for accuracy, clarity, and completeness.
4. Office of Emergency Management (OEM) Deputy Coordinator
 - a. Reports to the OEM deputy director;
 - b. Serves as the representative for the Arlington County Fire Department;
 - c. Provides staff support to the emergency management director and the county manager's office;
 - d. Coordinates actual and/or potential emergency preparedness, and response efforts;
 - e. Serves as the County's liaison on emergency preparedness issues with the Federal Emergency Management Agency (FEMA), the Commonwealth of Virginia, the Department of Emergency Management (VADEM), and other local, state and federal agencies;
 - f. Serves as the OEM on-call duty officer on a rotating weeklong schedule;
 - g. Coordinates training programs and emergency operations drills to prepare county personnel to respond quickly and effectively to emergencies;
 - h. Develops cost estimates and makes budget projections;
 - i. Prepares documents, county council reports, damage reports, and other administrative reports;
 - j. Serves as an advisor to the department for emergency planning and coordinates interdepartmental activities;
 - k. Administers and submits federal and state reimbursement claims for county's expenditures during and after emergency incident operations;
 - l. Represents the county on various internal and external task forces and committees;
 - m. Directs and coordinates Community Emergency Response Team (CERT) and Medical Reserve Corp programs with the Arlington Citizen Corps Council;
 - n. Reviews state and federal proposed legislation and provides recommendations.
5. Communications and Technology Officer
 - a. Reports to the Support Services Assistant Chief;
 - b. Serves as a liaison between the department and the emergency communications center (ECC);

- c. Provides insight pertaining to ACFD methods and operations to properly plan for future CAD system updates and operational changes;
 - d. Manages the firefighter dispatcher program;
 - e. Evaluates new communications and information technology equipment and procedures, recommending changes to improve performance and efficiency;
 - f. Serves as a liaison with telecommunication vendors, equipment manufacturers, and maintenance contractors to assess suitability for departmental applications;
 - g. Coordinates communication equipment installs and 800 MHz radio system programming for mobile and portable radios;
 - h. Serves as project lead for mobile data computers, GIS mapping, WESTNET station alerting and the fire command unit;
 - i. Coordinates distribution of cellular telephones and pagers;
 - j. Attends COG and NOVA regional meetings;
 - k. Participates on regional interoperability initiatives.
6. Command Aide
- a. Reports directly to the shift battalion chiefs;
 - b. Develops, coordinates and delivers operational training;
 - c. Is responsible for staffing, details and maintaining the NBCO apparatus board;
 - d. Enters holdover overtime for operations personnel;
 - e. Liaises with the department payroll clerk on relevant pay issues;
 - f. Maintains the fire operations calendar;
 - g. Assists with the implementation of the incident management system;
 - h. Responds on all reported structure fires, vehicle accidents with entrapment and other significant incidents.
 - i. May assume other duties on the request of the supervising battalion chief.
7. Fire Training Officer
- a. Reports to the Fire/EMS Captain II, training program manager;
 - b. Plans and develops recruit school program and calendar;
 - c. Coordinates and monitors daily physical fitness program for recruit firefighters;
 - d. Ensures consistency in instruction;
 - e. Directs and supervises recruit school instructors and adjuncts;
 - f. Supervises new firefighter recruits assigned to recruit school;
 - g. Develops course objectives, materials, outlines and lesson plans;
 - h. Develops practical exercises, training aids and skill evaluations;
 - i. Delivers instructional material through lecture and demonstration;
 - j. Allocates and coordinates FTA resources;
 - k. Develops and administers recruit school examinations;
 - l. Provides progress evaluations and performance measures;
 - m. Completes certification documentation required by Virginia department of fire programs and other agencies;
 - n. Coordinates training with NOVA region fire departments and other outside agencies;
 - o. Develops and administers firefighter trainee and probationary firefighter examinations;
 - p. Reviews, maintains and updates training manuals and other training related materials;
 - q. Develops and supervises all aspects of operations training as a liaison to the operations battalion chiefs;
 - r. Manages acquired structures;
 - s. Oversees all files and manages training records;

8. Staff Assistant to the Fire Chief
 - a. Reports to and works under general direction of the Fire Chief;
 - b. Represents the Fire Chief, the department and the county in relationships with the community and professional organizations;
 - c. Performs research and prepares administrative and technical reports;
 - d. Prepares and presents oral and written reports;
 - e. Communicates effectively and attends various meetings as needed;
 - f. Maintains effective working relationship with staff, county officials, community organizations, other agencies, and the general public;
 - g. Prepares and revises SOPs for approval by the Fire Chief;
 - h. Handles special assignments as directed by the Fire Chief and/or other senior staff;
 - i. Provides support and guidance for the planning needs of the department;
9. Human Resources Officer
 - a. Reports to the Personnel Services Section Chief;
 - b. Serves as the outreach and recruitment officer
 - c. Liaises with the Arlington County human resources department to coordinate outreach and recruitment (O&R) programs;
 - d. Manages the department's outreach and recruitment action team;
 - e. Maintains the outreach and recruitment budget;
 - f. Manages and coordinates job fairs, career fairs and community events;
 - g. Trains and maintains a diverse outreach and recruitment action team;
 - h. Liaises with the peer fitness coordinator and oversees candidate physical ability test (CPAT) to maintain standards and monitor CPAT results;
 - i. Coordinates and assists with candidate written examination;
 - j. Coordinates and assists with candidate panel interviews;
 - k. Liaises with Arlington county occupational health department and the ACFD Health and Wellness Officer to monitor pre-hire physicals;
 - l. Manages the recruitment website and the recruitment 24-hour hotline;
 - m. Selects, prepares and designs advertising mediums;
 - n. Assists with the development of policies and procedures for assigned area;
 - o. Manages the awards and recognition program for the department;
 - p. Prepares reports and documents as requested by the Fire Chief and other senior staff.

End

	ARLINGTON COUNTY FIRE DEPARTMENT STANDARD OPERATING PROCEDURE	
	SUBJECT: Fire/EMS Captain II Position Description	SOP# A. 47/Cat 3
		Initiated 07/18/10
	APPROVED: James Schwartz Fire Chief	Revised

A. PURPOSE

To establish the Fire/EMS Captain II position description and job responsibilities.

B. SUMMARY

The Fire/EMS Captain II is a supervisory and administrative position managing and directing the activities of an assigned fire station, overseeing the emergency medical services function of an assigned battalion, directing or assisting in the direction of a substantive program or function, or providing staff support to any program or function in the department.

An employee in this class supervises subordinate personnel directly or indirectly. This includes operational supervision where the Captain II is responsible for tactical decision making, establishing and maintaining command where appropriate, filling a position within the incident command system and/or providing command post support. When not engaged in emergency response operations, the Captain II provides coaching and counseling to subordinate personnel; prepares performance appraisals and recommends corrective action as needed; develops short range plans for assigned function; identifies training needs and develops plans for skill and performance enhancement; prepares and analyzes periodic reports; oversees programs for fire station, and assists in the administration of a proposed budget.

In the Operations Division, a Fire/EMS Captain II participates as an integral part of the Battalion Management Team and is an active participant in the decision making process for the battalion. Responsibilities may include assessment of battalion training needs and subsequent development of long term battalion training objectives and specific training exercises; development of criteria for battalion training proficiencies; long term community outreach goals, planning and implementation of specific projects and activities to meet determined goals, and identifying methods to fully integrate and support services in the battalion. An employee in this class may also coordinate training and community outreach objectives as necessary with other supervisors, jurisdictions or agencies. A Fire/EMS Captain II reports directly to his or her supervising Battalion Chief or Assistant Chief who is the executive officer for a fire station or program. As a Captain II assigned to a fire station, the station commander is responsible for evaluating and writing performance appraisals for subordinate officers and personnel assigned to his/her unit and shift. This criterion does not apply when the subordinate officer is assigned to EMS in which case the Fire/EMS Captain II (EMS Commander) is the primary supervisor. In this case, the officer assigned to the station is required to provide input and contribute to the performance appraisal. The Captain II manages the fire station/program functions, apparatus maintenance,

pre-fire planning, and public education. It is the responsibility of the Fire/EMS Captain II to monitor the workload placed on their direct reports. An employee in this class may be assigned as program manager to support a specialty function such as the hazardous materials team, technical rescue team, or the National Medical Response Team.

C. LEADERSHIP

As a Fire/EMS Captain II, leadership functions and capabilities shall include leading at all levels, guiding and developing others, driving and implementing strategy, self-leadership, coordination and control, and carrying out the mission and objectives established by the fire chief, command staff and immediate supervisor. An employee in this class must be able to confront issues and must work to positively influence the actions of others. Leadership skills include the ability to understand the concept of teamwork; the ability to build effective workgroups that are committed to the success of the department; to set priorities and goals; to positively persuade, coach and develop others toward higher performance; to recognize that all members exhibit leadership traits at one time or another. Supervisors shall demonstrate desired behavior and maintain professional boundaries with members while upholding organizational responsibilities.

D. PROFESSIONAL DEVELOPMENT

Effective supervisors recognize that success requires a career-long commitment to personal and professional development. Professional development is a continual learning process required to successfully meet goals, confront challenges within the organization, and advance in one's career. As a leader in the Arlington County Fire Department, Fire/EMS officers are expected to pursue their own professional development and to encourage other department members to continually develop skills beyond expectations. The Fire/EMS Captain II is expected to formulate personal development plans with his/her supervisor to identify areas for development and to identify continuous learning opportunities. They are to document their results and progression, assess their future professional development needs and provide feedback to their immediate supervisor.

E. ASSIGNMENTS/DUTIES

1. Fire Operations

The Fire/EMS Captain II assigned to fire operations fulfills the role of Station Commander and has overall responsibility for his/her station. As a company officer, the Captain II directs, participates, and responds to emergency incidents including fires, medical emergencies, hazardous materials spills, rescue operations and motor vehicle crashes. The company officer may initiate the incident command system when appropriate and coordinate the work of incoming companies initiating the most appropriate tactics upon arrival. They determine appropriate placement of apparatus and equipment; determine appropriate entrance into a structure; determine when incident operations are sufficiently safe to conclude.

While conducting emergency medical services and based on the direction provided by certified ALS personnel, the Captain II coordinates support duties to include initial and subsequent patient care as well as other support functions such as retrieving equipment and providing additional support personnel. Other duties include securing and controlling the

incident scene as an individual or in a joint effort with other county departments and/or agencies.

2. Emergency Medical Services Commander

The Fire/EMS Captain II assigned to EMS fulfills the role of EMS Battalion Commander. The Fire/EMS Captain II in this position is responsible for ensuring quality control of emergency medical services delivered by all ALS units within a battalion. The radio designation for these units is still EMS 111 and EMS 112, and the generic terminology generally used in the region is "EMS Supervisor." The EMS Commander provides technical and medical guidance and supervision to ALS certified personnel including Fire/EMS Captain Is and Fire/EMS Lieutenants. The EMS Commander reports directly to the EMS Battalion Chief. Additional duties include supervision and management in the standard of care through personal observation, documentation, training and input from hospital personnel or other department members; identifying medical training needs for battalion personnel; counseling and coaching personnel and serving as safety or other sector officer at major incidents. In multiple casualty incidents involving complex medical treatment, the EMS Commander is responsible for coordinating and managing triage, treatment and transportation of patients; performing critical and technical medical procedures; communicating with hospitals to disseminate critical information and for assistance from medical control. In a fire incident situation, the EMS Commander shall assist at the command post or be assigned a role within the command structure. The EMS Commander may be responsible for ensuring that a rehabilitation group, division or section is established.

3. Training Program Manager

The Fire/EMS Captain II assigned to the Training Program Manager position is responsible for the management of the training academy, training facilities and training staff. The Fire/EMS Captain II reports to the Personnel Services Battalion Chief and supervises the Fire/EMS Captain I and staff assigned to the training academy. Personnel assigned to this position oversee recruit training and are directly responsible for developing on-going incumbent training through the trimester training program and the department professional development program. Other duties include developing procedures and manuals as resources for the department; supervising assigned personnel by coordinating the work of adjunct instructors; and creating and facilitating post incident analysis.

4. Logistics and Apparatus Officer

The Fire/EMS Captain II assigned to logistics reports to the Support Services Assistant Chief and is responsible for the management and daily operation of the logistics facility, including apparatus, equipment, and assigned staff both civilian and uniform. The logistics officer serves as liaison to the equipment division for equipment and apparatus repairs. The logistics officer oversees planning and research for large equipment/apparatus purchases; develops specifications for new equipment and monitors purchase orders, payment vouchers, and vendor contracts and liaises with fire and EMS equipment manufacturers and maintenance contractors. The logistics officer works with the Fire/EMS Captain II, Training Program Manager and the FTA to develop training programs and testing procedures for new equipment and apparatus. The logistics officer is responsible for storage, distribution and inventory control of uniforms and personal protective equipment (PPE), and distribution of office and station supplies.

5. Fire Prevention Officer

This Fire/EMS Captain II reports directly to the Chief Fire Marshal and is assigned to the fire prevention office to direct and assist in the day-to-day management of the program and the investigations branch. Work includes assigning, reviewing and evaluating the work of the fire marshals; overseeing the enforcement and interpretation of the Virginia Statewide Fire Prevention Code; providing technical guidance to the deputy fire marshals on complex issues; developing and implementing new or revised rules and regulations; and directing the investigation of fire incidents. This assignment will require successful completion of several certifications and training hours including law enforcement school.

6. Health, Wellness and Safety Officer

The Health, Wellness and Safety Officer is responsible for the management of the occupational safety and health program for the fire department. The Fire/EMS Captain II assigned to this position reports directly to the Personnel Services Chief and has the responsibility for managing workers compensation claims, employee physicals, the peer fitness program and serves as the risk manager for the department. The health and wellness officer is responsible for monitoring all departmental safety programs and ensuring that all tool and equipment inspections are current. The Health, Wellness and Safety Officer is also responsible for assisting employees with medical claims related to injuries and illnesses; reviews all investigation reports of personal injuries, accidents involving apparatus, property damage, infectious disease and hazardous materials exposures; oversees the respiratory protection program; and tracks and assists light duty personnel through the recovery and rehabilitation period.

7. Program Manager

The Fire/EMS Captain II position can serve in specific areas such as the National Medical Response Team, technical rescue team, or hazardous materials team. These positions may involve exposure to hazardous and physically demanding conditions and are subject to call-back availability to meet minimum or additional staffing needs. A Fire/EMS Captain II in this class reports to the Special Operations Chief who is responsible for planning and organizing effective response teams in their specialty. Duties include monthly training, equipment familiarization, certification of personnel, response planning, and coordination with other agencies and regional teams.

F. MAJOR DUTIES

1. General

- a. Provides responsible leadership to the Arlington County Fire Department;
- b. Directs the overall activities of a fire station, branch or program to which assigned;
- c. Establishes goals, objectives, and priorities for a fire station, branch, or section;
- d. Develops procedures for an assigned branch or section;
- e. Performs tasks in a proficient manner and responds effectively to adversity;
- f. Performs risk assessment and develops tactical plans to address any potential problem concerning emergency and non-emergency operations;
- g. Completes performance evaluations in a timely manner of subordinate uniformed and non-uniformed personnel;

- h. Encourages individual and team improvement while holding members accountable for their performance;
- i. Participates fully in the physical fitness program, performs annual peer fitness evaluation and maintains a satisfactory aerobic capacity;
- j. Develops and maintains the annual budget for the assigned area to ensure that impacts on the budget are identified;
- k. Attends staff and committee meetings and disseminates information as appropriate;
- l. Completes internal and external assignments in an efficient and timely manner;
- m. Maintains accurate records and prepares complete reports;
- n. Oversees and directs fire station training, certification and accountability program (FASTCAP);
- o. Inspects the work location and all equipment for compliance with county, state, and federal safety regulations, and takes initial action to assure compliance;
- p. Identifies deficiencies among assigned personnel and prepares performance standard action documents (PSAD) when appropriate;
- q. Participates fully in public relations programs to engage with community leaders and to meet community needs;
- r. Develops and implements community outreach, education and recruitment programs to represent the department;
- s. Exhibits a high level of enthusiasm and a positive attitude;
- t. Ensures proactive approach to identify negative behaviors that may divide the workgroup;
- u. Participates fully in the post-incident critique system when applicable;
- v. Participates fully in the Assess Improve Maintain (AIM) process;
- w. Interacts professionally and respectfully with subordinates, superiors and other department members;
- x. Investigates complaints and recommends disciplinary action as necessary;
- y. Demonstrates professional conduct when interacting with citizens and other agencies;
- z. Maintains high standards of ethical conduct and integrity;
- aa. Maintains and expands job knowledge, skills and abilities.
- bb. Represents the department at regional meetings and collaborative processes, e.g., NOVA, COG.

2. Fire Station Commander

- a. Responds to emergencies and conducts initial size-up at incident scenes;
- b. Assumes command at the scene of an incident until relieved by a higher-ranking officer;
- c. Manages company activities and ensures the safety of all personnel under supervision;
- d. Maintains fire station journal, which among other things, identifies facility and equipment maintenance information specific to assigned station;
- e. Directs and performs fire suppression functions, emergency medical services and rescue operations;
- f. Provides input on appraisals for subordinate officers assigned to his/her station;
- g. Prepares and maintains the budget for an assigned fire station, branch or section;
- h. Manages fire station's supplies and maintenance needs through logistics and other county resources;
- i. Plans and manages the execution of work assignments of a specific shift;
- j. Oversees scheduling for station tours, public relations events, and demonstrations;
- k. Develops a plan to engage and build relationships with civic leaders to address and assess community needs;
- l. Coordinates station involvement in community events and participation at neighborhood civic association meetings;

- m. Facilitates pre-fire planning program for his/her station;
 - n. Schedules and documents fire prevention activities;
 - o. If assigned to a volunteer station, acts as a liaison with the volunteer company;
 - p. As assigned, fills in (acts) as the battalion chief in his/her absence;
 - q. Works with the Health, Wellness and Safety Officer to ensure that all PPE is reliable, clean, and that associated inspection records are current;
 - r. Oversees the periodic safety inspection and records management of PPE, hose, and ladders for assigned station;
 - s. Conducts a facility safety survey walkthrough and administrative review with supervising battalion chief during the months of May and October;
 - t. Conducts station officer meetings to meet goals and to disseminate information;
 - u. Reviews FRMS reports for all shifts at assigned station to ensure accurate and comprehensive reporting.
3. Emergency Medical Services Commander
- a. Serves as emergency medical services commander within assigned battalion;
 - b. Supervises ALS personnel assigned to medic units, including first line supervisors (FTOs);
 - c. Ensures medic unit coverage throughout battalion;
 - d. Oversees quality performance and ensures continuous quality improvement of emergency medical services;
 - e. Reviews incident reports and patient care reports (EMS Charts) for proper documentation, quality, and accuracy;
 - f. Directs training programs for all ALS trainees and oversees initial field training for student ride-alongs;
 - g. Evaluates job performance and recommends remedial training as needed;
 - h. Conducts investigations for noncompliance with SOPs and protocols;
 - i. Directs emergency medical services within assigned battalion to evaluate and monitor medical treatment and operations;
 - j. Maintains contact and interacts with medical facilities in the county and in the region;
 - k. Performs chart audits of incidents in conjunction with hospital staff;
 - l. Ensures that quality medical care is provided by systematically inspecting personnel and apparatus in his/her assigned battalion;
 - m. Participates as a member of the emergency medical services management team;
 - n. Participates as member of the battalion management team for assigned shift;
 - o. Schedules and critiques provider training and/or drills that test the ability of emergency medical services personnel, and equipment to meet standards and goals;
 - p. Coordinates and attends unit case reviews, unit trauma case reviews, and multi-casualty incident drills;
 - q. Reviews EMS charts and FRMS reports for completion and quality assurance for ALS providers, Lieutenants and Captain Is within assigned battalion.
4. Training Program Manager
- a. Supervises Captain I and staff assigned to the fire training academy;
 - b. Manages training academy facility and off-site department training locations;
 - c. Facilitates officer development programs;
 - d. Participates in the development and administration of continual fire suppression and emergency medical training programs;
 - e. Assess training needs for the department following trimester drill evaluations;
 - f. Instructs personnel in fire suppression or emergency medical services topics;

- g. Keeps abreast of new developments, innovations and techniques in the field of fire suppression and emergency medical services;
 - h. Oversees management of ACFD personnel training records;
 - i. Reviews procedures and evaluates equipment.
 - j. Coordinates field training with each battalion management team, captain I and staff coordinator;
 - k. Assists field battalion chiefs with planning, coordination, and facilitation of incident critiques;
 - l. Supervises adjunct instructors;
 - m. Manages and coordinates acquired structures;
 - n. Serves on the occupational safety, health, and wellness committee;
 - o. Serves on the trades center management team;
 - p. Oversees management of the recruit training budget.
 - q. Works with the safety branch to ensure all training academy PPE and equipment is clean and reliable, and that associated inspection records are current;
5. Health, Wellness and Safety Officer
- a. Serves as part of the command staff at major incidents;
 - b. Ensures OSHA compliance during hazardous materials and technical rescue incidents;
 - c. Manages tasks concerning firefighter and incident scene safety as listed in NFPA 1500, NFPA 1521 and NFPA 1561;
 - d. Manages workers compensation issues for ACFD employees;
 - e. Maintains injury and accident data with goals to improve safety standards and compliance;
 - f. Identifies hazardous trends and presents solutions and recommendations for possible adoption;
 - g. Manages the medical component of OSHA (CFR 29, 1910; 134) and assists employees as necessary;
 - h. Liaises with the occupational health unit to assist employees with medical issues as necessary;
 - i. Serves as a safety consult to the command leadership team;
 - j. Supervises respiratory protection program;
 - k. Develops and implements safety programs for all areas of the department;
 - l. Participates and conducts accident investigations involving personnel, property damage and/or apparatus;
 - m. Serves as a liaison with other agencies and departments on safety issues;
 - n. Works with station commanders to ensure and oversee departmental inspections records and management system for PPE and equipment;
 - o. Serves as a member of the occupational health and safety committee;
 - p. Manages the peer fitness program.
6. Logistics and Apparatus officer
- a. Manages daily operations of the warehouse facility;
 - b. Directs a comprehensive maintenance and repair program with the equipment division for fire and EMS vehicles;
 - c. Reviews and/or develops specifications for new equipment;
 - d. Conducts tool, equipment and vehicle research, and evaluation;
 - e. Manages and ensures vehicle standardization on new equipment and apparatus;
 - f. Supervises ladder testing and certification program;
 - g. Consults with the operations division to determine future apparatus needs;

- h. Supervises uniformed and civilian staff assigned to logistics;
 - i. Manages distribution of fuel card system for apparatus fleet;
 - j. Liaises with equipment division for all apparatus needs;
 - k. Manages storage, distribution and inventory control procedures for uniforms and supplies;
 - l. Manages preventive maintenance, repairs and testing of equipment, small tools, and SCBA;
 - m. Prepares and oversees procurement, purchase orders, payment vouchers, and vendor contracts;
 - n. Liaises with the department of management and finance (DMF).
7. Fire Prevention / Investigations
- a. Plans, coordinates, supervises and directs the work of the investigations section, prioritizing and assigning work to meet the goals of the section;
 - b. Reviews reports, case files, and documentation, and evaluates employee performance;
 - c. Assists with the cause and origin of fires, and with follow-up investigations;
 - d. Maintains a liaison with federal, state and local fire/explosive investigative agencies;
 - e. Commands the investigative aspects of a fire/explosion scene;
 - f. Monitors the progress of cases and prosecutions.
8. National Medical Response Team (NMRT) Manager
- a. Provides leadership, direction and supervision in the daily operations of the team;
 - b. Interprets new and revised Department of Homeland Security (DHS) and National Disaster Management System (NDMS) regulations, policies and guidelines;
 - c. Establishes, implements and continually evaluates policies to ensure efficient operations and functions of the team;
 - d. Coordinates activities, training and meetings between federal, state and local agencies;
 - e. Ensures the National Disaster Medical System (NDMS) team readiness and capabilities;
 - f. Participates in development and analysis of overall financial operations including the formulation and justification of budget;
 - g. Maintains central control on all expenditures, budget and current funds;
 - h. Provides guidance and direction for procurement activities;
 - i. Supervises all internal and external logistical support;
 - j. Supervises team mobilization and movement operations, establishment and break down of work sites when team is activated.
9. Technical Rescue Team Manager
- a. Coordinates local and regional training schedule for the technical rescue team (TRT);
 - b. Assigns each company officer an area of responsibility to support the TRT and provides a list of assignments to the special operations chief;
 - c. Coordinates with the training academy and battalion chief's office to ensure overall departmental readiness in technical rescue awareness;
 - d. Manages training and the research and development committees to ensure they are supporting the TRT mission;
 - e. Files appropriate forms with the Virginia Department of Fire Programs to facilitate State classes and certifications;
 - f. Coordinates activities with the regional TRT program heads;
 - g. Recommends equipment purchases to the special operations battalion chief;
 - h. Provides a quarterly estimate of overtime to the special operations battalion chief

- for training, committees, and any other projected needs;
 - i. Attends NOVA and Council of Government (COG) technical rescue subcommittee meetings and ensures representation when unable to personally attend;
 - j. Prepares for rescue challenge and submits rosters, travel documents and logistical needs well in advance of the event;
 - k. Attends quarterly special operations meetings;
 - l. Prepares and submits to an annual budget in February of each year;
 - m. Keeps special operations battalion chief informed of emerging issues.
10. Hazardous Materials Team Manager
- a. Coordinates schedule for local and regional training for the hazardous materials team;
 - b. Assigns each company officer an area of responsibility to support the hazardous materials team and provides a list of these assignments to the special operations chief;
 - c. Coordinates with training academy and battalion chief's office to ensure overall departmental readiness in hazardous materials;
 - d. Manages training, research and development, and detection and monitoring committees to ensure they are supporting the hazardous materials team mission;
 - e. Files appropriate forms with the Virginia Department of Emergency Management (VDEM) to facilitate state classes and certifications;
 - f. Coordinates with the regional VDEM hazardous materials officer;
 - g. Recommends equipment purchases to the special operations chief;
 - h. Provides a quarterly estimate of overtime to the special operations battalion chief of costs for training, committees, and any other projected needs;
 - i. Attends NOVA and COG hazmat subcommittee meetings, or ensures representation when unable to personally attend;
 - j. Attends quarterly special operations meetings;
 - k. Prepares and submits annual budget report to the special operations battalion chief in February of each year;
 - l. Keeps special operations battalion chief informed of emerging issues.

End

Police Officer II – Arlington County, Virginia

Major Duties / Specific Tasks:

Major Duties/Specific Tasks:

- Performs enforcement, investigative and preventive law enforcement work. Responds to “calls for service” which include delayed (calls that have low priority or have already occurred at an earlier date), normal (crimes that have priority or have already occurred with possible suspects), and emergency (crimes in progress with highest priority).

Conducts preliminary investigations of a variety of crime scenes involving securing and maintaining crime scene; requests additional resources; coordinates with other agencies and departments; determines evidence to be collected; insures proper evidence collection and “chain of custody” procedures; locates suspects, victims, and witnesses; determines the proper criminal charge for the crime; arrests suspect(s) if appropriate; explains criminal procedures to suspects, victims, and witnesses; and obtains and serves warrants, summons, juvenile detention orders, and other legal documents.

Responds to calls involving major traffic accidents and other accidents; secures scene to protect victims and property; gives first aid and calls for medical assistance; interviews participants and witnesses; takes photographs, draws sketches, and takes measurements; issues traffic summonses, if appropriate. Engages in rapid pursuit of potential violators requiring operation of a vehicle at high speed or requiring pursuit on foot; physically restrains suspects as required; uses firearms as necessary to insure safety of self and others.

Directs and controls vehicular and pedestrian traffic in congested areas during rush hour, special events or in emergency situations such as power outages. Patrols heavy traffic areas to observe violations and apply the appropriate traffic code; conducts “check points” to enforce license, inspection, and County decal regulations; conducts DUI motorist checks; operates RADAR equipment to detect violators as required. Uses a variety of methods to obtain information/evidence, including interviewing, interrogating, surveillance, computer search, or others. Responds to inquiries and complaints from citizens; provides information responding to a variety of topics; makes referrals to other agencies.

- Works proactively with the community to address and resolve problems that affect the health and safety of citizens.

Meets with community groups, civic associations or other interested parties to identify areas of concern, determine cause and develop plan to address concerns.

Develops and coordinates work plans according to the needs of the community and businesses in assigned work area.

Coordinates with other Police Department resources or other County agencies to address and resolve community issues affecting public safety.

Identifies and ensures removal of graffiti for both public and private property.

Contacts businesses and citizen groups when crime trends indicate a problem; communicates plan and timeframe; reports back with results.

- Prepares and/or maintains official records/reports and performs related duties. Prepares official police reports of incidents; maintains official records of evidence. Prepares warrants and subpoenas; prepares notes for court testimony. Assists Commonwealth/County Attorney in the investigation of a criminal activity; confers prior to court appearance. Testifies in a variety of courts including Grand Jury, General District Court, Circuit Court and Juvenile and Domestic Relations Court; may also testify in Federal court.

Supervision:

- Received: General supervision--work assignments are reviewed by immediate supervisor, but individual is expected to work independently according to standard procedures and/or instructions.
- * Given: None.

Minimum Qualifications:

Knowledge, Skills, and Abilities/Examples of Specific Tasks:

- Reading comprehension to read technical materials. Patrols heavy traffic areas to observe violations and apply the appropriate traffic code; conduct "check points" to enforce license, inspection, and County decal violations; conducts DUI motorist checks; operates RADAR equipment to detect violators as required.
 - Writing skills to compose letters or narrative reports. Prepares official police reports of incidents; maintains official records of evidence.
 - Interpersonal skills to persuade or manage others. Meets with community groups, civic associations or other interested parties to identify areas of concern, determine cause and develop plan to address the concern.
 - Problem-solving skill to gather relevant information to solve vaguely defined practical problems. Meets with community groups, civic associations or other interested parties to identify areas of concern, determine cause and develop plan to address the concern.
 - Working knowledge of law enforcement policies and procedures. Conducts preliminary investigations of a variety of crime scenes involving securing and maintaining crime scene; requests additional resources; coordinates with other agencies and departments; determines evidence to be collected; insures proper evidence collection and "chain of custody" procedures; locates suspects, victims, and witnesses; determines the proper criminal charge for the crime; arrests suspect(s) if appropriate; explains criminal procedures to suspects, victims, and witnesses; and obtains and serves warrants, summons, juvenile detention orders, and other legal documents.
 - Possession of a valid motor vehicle operator's license as issued by the Commonwealth of Virginia.
 - Subject to 24-hour stand-by call for duty.
 - Successful completion of the Northern Virginia Criminal Justice Academy.
 - Successful completion of the probationary period for a Police Officer I.
- Education and Experience
- Education: Completion of two years' college course work from an accredited college or university.
 - Experience: One year of experience as Police Officer I after successful completion of a twelve month probationary period.

PD 5004 POLICE OFFICER II



Deputy Sheriff

Class Code:
5146

Bargaining Unit: None Assigned

SALARY RANGE

\$24.97 - \$42.17 Hourly
\$51,937.60 - \$87,713.60 Annually

FLSA:

Non-Exempt

GENERAL SUMMARY:

Employees in this classification perform trainee to full performance work in the Sheriff's Office that includes a variety of duties either in corrections, inmate transportation, legal process, Courtroom/Court House Security and/or other law enforcement duties. Employees are trained in all areas of the Sheriff's Office and may be assigned to any unit. The nature of the work necessitates an element of danger requiring physical exertion and the ability to make decisions under stress.

Major Duties:

- Supervises inmate activities and maintains order, discipline, and security in the Detention Facility.
- Maintains order and security in the Court House and/or courtroom and provides support services to the Courts.
- Processes and executes service of both civil and criminal warrants.
- Transports inmates and/or others under custody for a variety of purposes.
- Performs administrative and related duties.
- Performs other law enforcement duties as assigned.

MAJOR DUTIES / SPECIFIC TASKS:

Supervises inmate activities and maintains order, discipline, and security in the Detention Facility.

- Directly supervises or monitors the daily activities of inmates including minimum security housing unit, visits, program activities, food service, recreation and general work assignments; manages inmate behavior in defined areas and uses appropriate force as necessary.
- Supervises inmates assigned to Inmate Work Program; interviews inmates and Case Managers to determine suitability for placement in program; recommends inmates to participate in the program based on pre-established guidelines.
- Receives and screens members of the public seeking admittance to the facility; processes inmates' personal property and money.
- Investigates compliance with alternative programs.

Maintains order and security in the Court House and/or courtroom and provides support services to the Courts.

- Secures the court rooms as assigned.
- Conducts opening process for court sessions; seats presiding judge; monitors the court while is session; and assists judge by providing information.
- Escorts prisoners to and from courts and the Detention Center; maintains custody of prisoner while in the courtroom or other holding facilities.
- Impanels juries; assist jurors with personal needs during trials; maintains security of juries when sequestered.
- Operates electronic equipment to screen visitors and check for weapons to ensure the security of the Court House.
- Performs security checks within Courthouse; responds to security check problems and Courthouse incidents.
- Assists in the service of legal processes.

Processes and executes service of both civil and criminal warrants.

- Executes service of legal papers according to State, Federal and local laws and procedures.
- Explains process to individual being served.
- Locates and /or verifies residence of persons named in court/legal papers.
- Executes criminal warrants issued from the Court; takes individuals into custody.
- Schedules and executes Court ordered evictions; negotiates with residents to comply peacefully.
- Executes levies, seizures, sales of property for judgements.
- Transports inmates and/or others for a variety of purposes.
- Transports individuals in custody to/from other correctional facilities, hearings, medical facilities, doctor's appointments, etc.
- Maintains security and control of individuals in custody.
- Transports inmates from other jurisdictions who are wanted in Arlington.

Performs administrative and related duties.

- Prepares and maintains official legal files, records and reports including entering and retrieving data from appropriate management information systems.
- Reads, reviews, and maintains familiarity with State and County laws, rules, regulations, policies and procedures related to assigned duties.
- Executes legal orders.
- Performs other law enforcement activities as assigned.
- Performs other duties as assigned

SUPERVISION:

Received: General supervision - work assignments are reviewed by immediate supervisor, but individual is expected to work independently according to standard procedures and/or instructions.

Given: None.

MINIMUM QUALIFICATIONS:

Knowledge, Skills and Abilities/Examples of Specific Tasks

- Reading comprehension to read standard business English.
- Writing skills to compose letters or narrative reports.
- Interpersonal skills to explain rules and procedures clearly.
- Arithmetic skills to add subtract, multiply, or divide decimals or fractions and calculate percentages.
- Problem solving skill to apply standard procedures to clearly defined problems.

Education: Completion of the requirements for graduation from a standard senior high school or vocational school, a GED certificate, or the equivalent.

Experience: No experience required

Special Requirements

- Possession of a valid driver's license as issued by the Commonwealth of Virginia.
- Subject to 24-hour stand-by for duty.
- Successful completion of periodic physical fitness and coordination tests and a physical examination including drug testing.
- Successful completion of a background investigation.
- Ability to work shifts.
- Periodic renewal of all official certifications/licenses including qualification for firearms.