



DEPARTMENT OF MANAGEMENT AND FINANCE

Office of the Purchasing Agent

2100 Clarendon Boulevard, Suite 500 Arlington, VA 22201

TEL 703-228-3410 FAX 703-228-3409 Email purchasing@arlingtonva.us www.arlingtonva.us

January 2, 2019

John Lipetz, Director
Fish and Explore, LLC
2717 Pioneer Lane, Falls Church, VA 22043

Sent via e-mail to jdlipetz@fishandexplore.com

Subject: Notice of Intent to Award - Arlington County Solicitation No. 19-016-RFP for Provision of Summer Camp Services for Department of Parks and Recreation - (Fishing, Kayaking, Adventure) Camp

Dear John Lipetz,

After evaluating your response to the subject solicitation, your firm has been determined to be a fully qualified Offeror for provision of summer camp services.

The attached Agreement will apply in its entirety. County will not accept any exceptions to Terms and Conditions. Your proposal will be incorporated into the agreement by reference. Where there are any discrepancies between form of Agreement and your proposal, the Terms and Conditions of the Agreement will prevail.

County Project Officer Katie Salyers will allocate specific schedule slots and facility. She can be reached via e-mail at Ksalyers@arlingtonva.us or by phone at 703-228-1856.

Please respond to this letter by returning a completed and signed Notice of Award and Award Acceptance Page along with your Certificates of Insurance no later than January 8, 2019. If you have not provided services to Arlington County previously, please also complete the three New Contractor Setup forms. If you have any questions, you may contact me at 702-338-0649.

Cordially,

Igor Scherbakov
Procurement Officer

Attachments:

1. Agreement 19-016-RFP with associated Exhibits A-D
2. Notice of Award and Award Acceptance page
3. New Contractor Setup forms (Supplier Setup Form, Supplier Direct Deposit Form, W-9)

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

AGREEMENT NO. 19-016-RFP

THIS AGREEMENT is made, on the date of execution by the Contractor, between the Contractor listed on the Notice of Award, 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 – Contractor's Proposal
- Exhibit C - Business Associate Agreement
- Exhibit D - Summer Camp Manual for Contracted Camps

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide specialized sport and/or recreational camps, on an as-needed basis to youth from ages 5 through 18 at the County's indoor and outdoor facilities. 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 the date of the execution of the Agreement by the Contractor and must be completed no later than September 14, 2019 ("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 4 additional 12-month periods, from September 15 to September 14, 2023 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The Contract amount is based on a percentage split of the total registration fees charged per participant for camp before fee reductions, including AM and PM extended care fees, and late fees. The total registration fees must be calculated on the full registration cost charged to participants. Normal operating business costs, including, but not limited to credit card processing fees and supply fees, may not be deducted from the total registration costs.

Amount of payment will be determined as follows:

- For programs that use an Arlington County owned/operated facility- an agreed upon percentage rate of twenty-five (25%).
- For programs that do not use an Arlington County owned/operated facility- an agreed upon percentage rate of twelve (12%).

The agreed upon rate of twenty-five percent (25%) or twelve percent (12%) of total registration fees per participant of the camp before fee reductions, including AM and PM extended care fees, and late fees multiplied by the total number of participants charged for the camp. The total registration fees that are used to calculate the County's percentage split of 25% or 12% must be calculated on the full registration cost charged to participants. Normal business costs, including but not limited to credit card processing fees and supply fees, may not be deducted from the total registration costs.

6. CONTRACT PRICE ADJUSTMENTS

The agreed upon split percentage rate shall remain firm until September 14, 2019 ("Price Adjustment Date"), and may be reviewed annually thereafter. To request a price adjustment, the Contractor or County must submit a written request to the other party by August 14. The County has the discretion to approve or reject the Contractor's price adjustment request.

7. PAYMENT

Contractor shall complete payments by close of business 21 days after each individual camp session ends.

The Contractor shall provide to the County along with the camp payment, a numbered roster in excel format for each camp session that lists camper names, registration fees received from each camper and descriptions for any rate paid by a camper that is not the advertised camp fee.

Payments to the County may be made by check, electronic payment, cash, or credit card. Checks must be made payable to Arlington County Treasurer and mailed to:

Summer Camp Project Officer
3700 South Four Mile Run Drive

Electronic payments may be completed by working with the DPR project officer. Notification of electronic payments should be submitted via email to the Project Manager. Credit card payments may be made over the phone and are subject to a 2.5% convenience fee. Interest shall accrue at the rate of one and a half percent (1.5%) per month on any payments received after their due date.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth in Paragraph 7, Contract Price Adjustment, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract based on Paragraph 16, Subsection B, Termination for Convenience. The camp fees changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment, which shall be considered the new Price Adjustment Date that may then be reviewed annually thereafter.

8. FEE REDUCTIONS

In the case of County pre-approved fee reductions, the Contract is reimbursed for the amount of fees due associated with the fee reduced price. In the event that the total amount of preapproved fee reductions honored is more than the total due, the County will pay the Contractor the difference. In the case of County pre-approved fee reductions, the Contractor is reimbursed for the amount

For County pre-approved fee reductions, the value of the reimbursement from the County is still subject to the agreed upon percentage rate from Paragraph 7, "Payment", using a full registration fee.

This fee reduction policy can be found via the web at <https://parks.arlingtonva.us/fee-reduction-policy-overview/>

9. NO WAIVER OF RIGHTS

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

10. 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).

11. BACKGROUND CHECK

Throughout the Contract Term all camp staff, paid or unpaid, age 18 and older must successfully complete a background screening prior to working in camp. All costs associated with the background

checks are the responsibility of the Contractor. The background check must be conducted by Arlington County Department of Parks and Recreation, for a \$10 fee per background check. Failure to abide with this requirement could result in cancellation of camp programs. The background check will address the four (4) specific topics stated herein below.

- A. Address Trace.
- B. State or County Criminal Record Check.
- C. National Criminal History Database Search.
- D. Sex Offender Registry Search.

The County requires that the Contractor not employ as a staff member at any program serving youth under the age of 18 any person who has been convicted of one or more of the following offenses:

- All sex offenses, regardless of the amount of time since offense, including but not limited to child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, and indecent exposure.
- All felony violence offenses, regardless of the amount of time since offense, including but not limited to murder, manslaughter, aggravated assault, kidnapping, robbery, and aggravated burglary.
- All nonviolent felony offenses non-sexual related offenses within the past 10 years including but not limited to drug offenses, theft, embezzlement, fraud, and child endangerment.
- All misdemeanor violence offenses within the past 7 years, including but not limited to simple assault, battery, domestic violence, and hit & run.
- All misdemeanor drug or alcohol offenses within the past 5 years or multiple offenses within the past 10 years, including but not limited to driving under the influence, simple drug possession, drunk & disorderly, public intoxication, and possession of drug paraphernalia.

The Contractor agrees to immediately remove any employee the County determines to be unacceptable. Failure to adhere to the County's background screening check process shall be grounds for immediate contract termination. In the event the Contractor has employees whose primary residence is not in the United States the Contractor must provide to the county, at cost to the Contractor, an equivalent background check performed in the country of the employee's residence.

12. 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.

13. 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.

14. 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.

15. 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.

16. SAFETY

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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)

30. 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.

31. 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.

32. AMENDMENTS

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

33. 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.

34. 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.

35. 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.

36. ARBITRATION

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. NOTICES

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

TO THE CONTRACTOR:

See POC information on the notice of Award

TO THE COUNTY:

Kathryn Salyers, Project Officer
Athletic and Facilities Services Division
Arlington County Department of Parks and Recreation
3700 South Four Mile Run Drive
Arlington, VA 22206

AND

Sharon Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

45. 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.

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. 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 C). 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 Protected Health Information (“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.

48. ACCESSIBILITY OF WEB SITE

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

49. ADA COMPLIANCE

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

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.
- e. Operation: All camps must be operated in full accordance with Americans with Disabilities Act (ADA) regulations.
- f. Website: Include on the Contractor's registration website the following: "Please list any special assistance or modification needed."
- g. Department of Parks and Recreation Therapeutic Recreation Office (DPR-TR)
 - 1. Designate a staff member for ADA or inclusion-related issues.

- i. This designated staff member is responsible for communicating with the DPR-TR and ensuring Contractor's staff are aware of ADA or inclusion-related issues.
 - 2. Communicate directly with those requesting special assistance and modification requests.
 - i. If the Contractor would like a consultation with providing a modification, then they may contact the DPR-TR. (<http://arlingtonparks.us/tr-inclusion/contact-us/>)
 - 3. Providing ADA modification requests as defined by the DPR-TR
 - i. For information on these modification request see (<http://arlingtonparks.us/tr-inclusion/>)
 - 4. Acknowledge that the DPR-TR is the final arbiter of what support and resources may be offered to the Contractor.
- h. Contact Information: Ensure that the designated staff member's contact information is current and valid at all times.

50. LIVING WAGE

The provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") are not applicable to this Contract. However, if at any time during the term of this Contract the total amount paid to the Contractor during the Contract Term equals or exceeds \$100,000, the Contract will become subject to the Living Wage provisions, and the Contractor must immediately contact the County Purchasing Agent to obtain instructions and documents required for compliance.

If the Contract becomes subject to the Living Wage provision after execution, the County may allow the Contractor to amend the Contract to reflect the additional costs of compliance with the Living Wage provisions. If the Contractor desires to amend the Contract, it must first submit the names of all employees who will be affected by the Living Wage provisions, their positions and wage rates before and after the compliance date, and the total change in direct labor costs that result from the Living Wage compliance.

51. 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 typed on the certificate.

- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. 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 typed on the certificate.
- b. 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.
- c. 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.
- d. Contract Identification - All insurance certificates must state this Contract's number and title.
- e. Sexual Abuse and Molestation Liability Insurance. – A \$500,00 per occurrence and \$1,000,000 aggregate limit shall apply to this Contract.

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.

52. 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.

**AGREEMENT NO. 19-016-RFP
EXHIBIT B SCOPE OF SERVICES**

Qualified offerors may submit their proposal for one, some, or all of the types of activities listed below. Additionally, if a particular type of program is offered in one age group and not another it does not disqualify that Offeror's proposal from consideration.

RESPONSIBILITY OF THE CONTRACTOR

Arlington County camp contractors must follow the Summer Camp Manual (Exhibit D) and agree to the terms in the Camp Contract. The Summer Camp Manual is also available via the web at

<https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/17/2018/09/Summer-Camp-Manual.pdf>

PROGRAM OFFERINGS/PARKS AND RECREATION SUMMER CAMP CATALOG

The Contractor must produce camp information per template provided for the Arlington County Department of Parks and Recreation Summer Camp Catalog. In addition, the Contractor shall review and provide edits to Arlington County Department of Parks and Recreation Summer Camp Catalog as needed and within required deadlines.

At a minimum, the County offers the following programs:

- A. Classic Camps
 - Traditional Day Camps

- B. Creative Arts
 - Art
 - Cooking
 - Dance
 - Music
 - Sewing
 - Theatre/Drama

- C. Educational
 - Business
 - Chess
 - Computer Programming
 - Engineering
 - Foreign Language
 - Gaming
 - Robotics
 - Science

D. Nature/Adventure Activities

- Biking (i.e. Bike Tours, Mountain Biking, BMX, etc.)
- Canoeing
- Fishing
- Kayaking
- Orienteering/Wilderness
- Rock Climbing (Indoors)
- Ropes/Course Challenge
- Sailing

E. Sports

- Baseball
- Basketball
- Biking
- Cheerleading
- Fencing
- Field Hockey
- Flag Football
- Football
- Golf
- Lacrosse
- Martial Arts
- Multi-Sport
- Roller Hockey
- Skating (i.e.: In-Line Skating, Skateboarding, etc)
- Soccer
- Softball
- Sports Training
- Table Tennis
- Tennis/Racquet Sports
- Ultimate Frisbee
- Volleyball

F. Other

- The County shall also consider and evaluate proposals in categories other than what is listed below and all programs. If the Contractor desires to submit a proposal for an activity that is unlisted, then the Contractor must submit that proposal with a full description of the proposed activity. The County may consider adding these unlisted activities. The County maintains discretion on admitting a program that is not listed in the above program offerings.

REGISTRATION

The Contractor must perform all registrations, collections of fees, and refunds/credits unless otherwise agreed. The Contractor shall:

- A. Utilize a secure and auditable online registration and payment system for all registrations and collections of fees.
- B. Maintain and operate an independent website.

- The Contractor shall post and make available all registration policies, procedures, and contact information.
- Each contractor must have a clearly stated refund policy.
- C. Process any camp cancellations at least two (2) weeks prior to the first day of camp.
 - Contractor is responsible for contacting camp participants in the event the camp is cancelled.
- D. Provide a confirmation or receipt of any transaction (registration, refund, etc.) to participants.
- E. Comply with Arlington County's established fee reduction policy.
 - This fee reduction policy can be found via the web at <https://parks.arlingtonva.us/fee-reduction-policy-overview/>

RECORDS/REPORTS

The Contractor shall:

- A. Obtain proof of insurance coverage and provide your Certificate of insurance with your proposal. Each subsequent year, the Contractor shall submit an updated Certificate of Insurance to the DPR Camp Coordinator by the June 1 prior to the camp season.
- B. Keep records of updated staff information at all times.
- C. Provide through e-mail or postal mail to DPR Camp Coordinator within two days of a request, including:
 - a. Completed Background Checks
 - b. CPR/First Aid certification cards
 - c. Staff birthdates
- D. Generate a sign-in sheet for all participants to sign at the beginning of each day the camp operates.
 - a. The sign-in sheet shall be a spreadsheet which contains at a minimum: all participant names, the date of the camp, the name of the camp, the Contractor's name, valid phone number and e-mail address.

GENERAL CAMP OPERATIONS

In addition, to the standard operating procedures stated in Arlington County Summer Camp Manual, the Contractor and his/her staff shall:

- A. Operate all summer camps in full accordance with the Arlington County Summer Camp Manual (Exhibit D)
- B. Provide all equipment and supplies to include but not limited to athletic equipment, first aid equipment, portable water coolers and drinking cups, video equipment and awards (if appropriate) for all campers;
- C. Adhere to all facility rules and regulations including direction provided from on-site facility staff;
- D. Bring and remove all equipment and/or supplies for each class, necessary for the successful completion of its camp(s) as there is limited storage space;
- E. Submit any complaints via email regarding facility space to the DPR Camp Coordinator within 48 hours of the issue occurring and provide assistance to resolve any investigation conducted
- F. Be responsible for repair and replacement of any equipment belonging to the County or the Public Schools which is damaged, destroyed, or broken by any of the campers or staff.
 - a. The Contractor shall assume full replacement responsibility for any lost or stolen items of any County or School property issued to the Contractor for use in the camp program or under the care, control or custody of the Contractor.

STAFFING REQUIREMENTS

The Contractor shall comply with the following staffing requirements:

- A. Comply with the staff to participant ratios listed in the Summer Camp Manual (Exhibit D)
- B. Must have certified personnel to render adult and child CPR and First Aid at the camp site at all times.
 - Personnel must have these certifications at least one week prior to the respective camp start date.
 - The DPR Camp Coordinator may request proof of these certifications at any time
 - i. Copies of the certifications must be given to the DPR camp coordinator within two calendar days of the date of the request.
- C. Must have certified personnel to administer medication in the event a participant requires medication.
 - Personnel must have these certifications at least one week prior to the respective camp start date.
 - To be considered certified personnel, the staff member must have an active Medication Administration Training (MAT) certification. Contractors provide copies of these certifications.
 - The DPR Camp Coordinator may request proof of these certifications at any time
 - i. Copies of the certifications must be given to the DPR Camp Coordinator within two calendar days of the date of the request.
- D. For Directors:
 - Must be at least twenty-one years of age.
 - Must be on site at all time of the camp's operation
 - Must have a minimum of one year of experience and training working with youth in a childcare or recreation program environment.
- E. For Staff Member (Group Leaders):
 - Must be at least eighteen (18) years of age.
 - Must have a minimum of three months of experience and training working with youth in a childcare or recreation program environment.
- F. For staff members (Not in Leadership):
 - Contractors may have staff members younger than 18 years of age; however, that staff member cannot be left alone with camp participants.
 - Also, staff under the age of 18, does not count towards participant ratios.

POST-CAMP

Contractors are expected to stay in good standing with Arlington County by obtaining an average of good/acceptable rating from their site visits and customer satisfaction surveys.

- A. All camp programs shall be evaluated by program participants and/or parent/guardians of program participants.
- B. Not later than the third (3rd) calendar day after the end of each individual camp session, the Contractor shall e-mail or provide to all participants a link provided by the County to the Contractor for an online Parent/ Guardian Questionnaire.

COUNTY SUPPORT PROVIDED TO THE CONTRACTOR

The County shall:

- A. Advertise the programs in applicable materials. The Arlington County Camp Catalog is mailed extensively throughout Arlington County, posted online, and distributed through County offices.
- B. Provide agreed upon indoor and/or outdoor facilities for programs at County locations, if applicable.

- C. Additional space for specialized programming or inclement weather can be negotiated and may be at the expense of the Contractor.

RESCHEDULE, CANCELLATIONS, & REFUNDS

The County's Project Officer shall make every effort to find an available alternative location where the Contractor(s) can deliver the program services up to 48 hours prior to the camp starting. If a situation arises mid-week, the Project Officer will try to find alternative space to relocate the camp that same week. If no alternative location is available, then the remaining program schedule shall be postponed until an available alternative location can be reserved or cancelled. Please note that the County shall determine the best course of action to provide facility maintenance to County locations with minimal impact on the Contractor(s) ability to render the services and/or the program operation.

Should maintenance be required at a County facility in which a program(s) is to be held or is currently in progress, then the County reserves the right to relocate the program(s) to an alternate County facility, or upon agreement, the Contractor's place of business or other off-site location.

The County shall not be responsible for any loss in the Contractor's income or wages due to scheduled maintenance, emergency repairs, inclement weather cancellations and/or any unforeseen circumstances that require closure of a County facility.

Whenever possible, County staff may provide at least 30-day notice to the Contractor(s) for any schedule maintenance.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between Fish and Explore (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:

Fish and Explore
Attn: John D. Lipetz
2717 Pioneer Ln
Falls Church, VA 22043

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

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

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

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

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

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

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

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

Arlington County, Virginia

Business Associate

By: _____
(Signature)

By: John D. Lipetz
(Signature)

Name: _____

Name: John D. Lipetz

Title: County Privacy Officer

Title: Director

Date: _____

Date: 01/07/2019

EXHIBIT D
ARLINGTON DEPARTMENT OF PARKS AND RECREATION (DPR)
SUMMER CAMP MANUAL FOR CONTRACTED CAMPS

The Summer Camp Manual for Contracted Camps is subject to change and provided directly to contractors. Contractors are expected to review all changes annually and operate camp programs in compliance with all aspects of the camp manual.

The Summer Camp Manuals includes the following topics:

1. Arlington County & DPR Overview
2. Program Advertisement & Registration Statements
3. Fee Reduction Policies
4. Camp Operations
5. Staffing Policies
6. Safety Policies
7. Participant Safety
8. Safety Using Facilities/Equipment
9. Emergency Plans
10. Weather Policies
11. Medication Policies
12. Field Trips/Swimming
13. Facilities & Equipment
14. Evaluation
15. Survey

1. Arlington County & DPR Overview

- a) **Arlington County Vision**- Arlington will be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important.
- b) **Arlington County Mission**- Building community through quality services
- c) **DPR Vision**- Arlington is a happy and healthy place to live, learn, work and play
- d) **DPR Mission**- The Department of Parks and Recreation promotes wellness and vitality through dynamic programs and attractive public spaces.
- e) **DPR Core Values**
Creativity • Integrity • Respect
Safety • Learning • Trust
- f) **High Quality Service**- The most important objective for each of us is to provide the highest quality of service to the citizens of Arlington and to the County Government organization. High Quality Service is based on:
 - Delivering consistently dependable and competent service.
 - Doing the right thing by doing things right with the highest ethical standards possible.
 - Recognizing that how we do things can be as important as what we do.
 - Acknowledging that attitudes and behavior are important elements in High Quality Service.
 - Creative, responsible risk-taking in the pursuit of improved customer service is applauded and encouraged.

2. Program Advertisement & Registration Statements

- a) **Camp Advertisements**- All marketing materials will be positive in nature, should only discuss your organization's program and be presented in a manner that reflects well on the Contractors program and Arlington County. The Contractor shall work collaboratively with DPR to market and publicize the program. All Contractor printed and online material, including brochures, program descriptions and registration forms should be approved by the DPR Camp Coordinator prior to distribution or online display to ensure accuracy; a minimum of 14 days in advance of publication or distribution. All Contractor materials should have County logo and a statement stating "in cooperation with Arlington County Parks and Recreation."
- b) **Camp Registration Statements**- The Contractor must include the following statements on their registration website and ensure that the participants agree.
 - **Hold Harmless Agreement**- "As consideration for the right to participate in the [CAMP NAME] and/or other activities and services provided by the Arlington County Department of Parks and Recreation, its agents and employees, I, on behalf of myself, my executors, administrators, heirs, next of kin, and successors, hereby covenant to hold harmless and indemnify the County and all of its officers, departments, agencies,

agent and employees from any and all claims, losses, damages, injuries, fines, penalties and costs (including court costs and attorney's fees), charges, liabilities, or exposures, however caused, resulting from, arising out of, or in any connection to my or any minor family members participation in the above described program. I have read and understand this IDEMNIFICATION AND HOLD HARMLESS AGREEMENT and by my signature agree to its terms."

- **Fee Reduction-** "Arlington County is committed to ensuring access to all programs regardless of ability to pay and therefore has a comprehensive fee reduction program for Arlington County residents. For more information and to request a fee reduction please contact the Arlington County registration office at 703-228-4747.
- **Modifications-** "Please list any special assistance or modifications needed."

3. **Fee Reduction Policies**

a) **Policy**

- All camps must agree and follow the established Arlington County fee reduction policy, which can be found [here](#).
- Contractors will verify customer eligibility in fee reduction program with DPR Camp Coordinator prior to processing any reduced fee.
- The total camp fee must be the same as is available to all participants and as is advertised in the Arlington County Camp Catalog.
- Contractor will be reimbursed the value of any fee reduction participant from the County.
- DPR is not responsible for reimbursement if Contractor has not verified eligibility with DPR Camp Coordinator.

b) **Process**

- When a Contractor is contacted by a customer about processing a registration with a fee reduction, the Contractor must email the DPR Camp Coordinator the following information:
 - Customer's full name
 - Child's full name
 - Customer's email address
- The DPR Camp Coordinator will respond in one of three ways:
 - Verification of the fee reduction amount (either 25%, 50%, or 75%).
 - Notification of expiration of fee reduction and steps for customer to reapply
 - Notification of no fee reduction on file and steps for customer to apply.
- If/when a customer is verified as having a fee reduction, the Contractor will contact the customer and process the registration at the reduced rate. Example (75% fee reduction):
 - Camp Fee- \$100
 - Price paid by customer- \$25
 - Amount owed by County (reimbursed at end of season)- \$75
- Reimbursement
 - Assuming all the above steps are followed, Contractor will be reimbursed for any fee reduction participant in camp.

- Contractor must indicate the fee reduction participant on the roster and indicate the amount paid by the recipient.
- Since the Contractor is made whole on the registration, the Contractor still owes the County the applicable percentage on the full price of the fee reduction participant (participant fee plus County reimbursement).

4. Camp Operations

a) Items that staff should have at all camp locations:

- Welcome signs and check-in area
- Directional signs leading to camp location (if applicable)
- Emergency phone number 911, police non-emergency number, 703-558-2222 and the poison control number 1-800-222-1222.
- Sign-in/sign-out sheets (see arrival and departure policy below for more information)
- Participant information records

b) Participant Arrival & Departure Policy

- Upon arrival to and departure from the program, for any participant aged 11 or younger, the accompanying adult must sign the child in and out on the daily attendance sheet. Participants aged 12 and older may sign themselves in and out each day.
- Children should not be dropped off prior to the start of the program, or picked up late. Facility staff are not responsible for supervision of camp participants.
- Staff members will release a child only to those authorized individuals who are listed on their registration forms.
- Staff will check identification of adults who pick up participants unless the adult is already known to the staff.
- Staff will not honor verbal instructions given to them by an unauthorized individual who may arrive to pick up a child. The verbal instructions must be given by someone who IS authorized.
- In the case of an emergency, parent/guardian should call the camp location and give verbal instructions directly to the camp director or assistant director.
- If no one picks up the child and staff cannot contact a parent or guardian, staff may have to call Child Protective Services at 703-228-1500.

c) Children Walking Home from a Program

- Please note that the Department of Human Service's guidelines state that youth 9 years old and younger should not be left alone for any period of time.
- Parent/Guardians who allow an older child to walk to or from the program must notify the staff in writing and indicate the exact dates the child will be walking.

d) Food Policy

- Camp participants in programs that are more than four hours shall be given a supervised lunch break. Preschool children (ages 3-5) in a half-day camp should be given a supervised snack break. Parents/guardians should be informed to send a lunch/snack.
- Children enrolled in extended hours should also bring a snack each day and be given a supervised snack break.

- Contractors serving or vending food must request and obtain permission from DPR and be licensed by the Arlington County Public Health department prior to serving or vending food. Contractors may only serve and vend food consistent with the license issued to them.
 - Contractors who sell food must include healthy options such as whole grain options, fruit, vegetables and water.
 - Contractors that teach cooking must have staff on site that are either Certified Food Managers or Certified Limited Food Managers.
 - Contractors serving or vending food must follow all applicable Arlington County Health Department guidelines.
 - Prior to the start of the program, staff must identify any participant food allergies, intolerances, or special dietary needs and make modifications as necessary.
- e) **Movies/Films**- The showing of movies during camp is discouraged because DPR promotes engagement in physical recreation and development of social skills. The watching of movies does not strongly support these objectives. Movies are not allowed in a facility that does not hold a license to show movies. If movies are used as a part of the curriculum, ideally they will relate to the curriculum or theme of the camp and they must be age appropriate.
- f) **Restroom/Water Access**- Supervised access to rest room facilities and water shall be made available at all times during the camp program.

5. **Staffing Policies**

Staff to Child Ratios- Staff to child ratios must be maintained at all times. Staff-to-participant ratios do not include volunteers or staff under the age of 18.

- Staff-to-child ratios:
 - 3-year-old 1:8
 - 4-5 year olds 1:10
 - 6-14 year olds 1:15
 - Individuals with disabilities – Ratio ranges from 1:2-1:8 depending on ability and functioning level.
 - Where youth of different ages are placed in groups, the ratio should be adjusted with the welfare of the youngest youth in mind.
 - A Program Director or Assistant Director must be on site at all times.
- a) **Staff Qualifications and Training**- The Program Director shall be at least 21 years of age and have experience in the development, organization and direction of a youth recreation program and shall be of sufficient maturity and stability in the opinion of the County to properly supervise the program.
- b) **Dress Code**- All staff must be clearly identifiable by the public at all times as staff members through the use of staff uniforms and/or name badges.
- c) **Personal Belongings**
- Most program sites do not have a secure place to store personal belongings.
 - Arlington County is not responsible for lost or stolen items.

d) Smoking

- Arlington County facilities are SMOKE FREE.
- At no time are staff members or volunteers permitted to smoke in facility workspaces, restrooms, or other public areas.

e) Sexual Harassment- Every person whether he or she is an employee or a program participant is protected by law against sexual harassment and has a right to feel safe in the workplace. Sexual harassment is a violation of federal and state laws and is not tolerated in this County. Sexual harassment is any behavior of a sexual nature that is unwanted, unwelcome, or creates a hostile work environment.

6. Safety Policies

Policies, regulations and safe practices are designed to ensure all participants and employees will be able to enjoy our programs and facilities with minimal risk of accident or injury.

Staff is responsible for the safety of participants as well as for their own safety. They must comply with and enforce all policies, regulations, and safe practices throughout their programs. Staff will also make every attempt to provide for participant and employee safety in the event of a hazardous or emergency situation.

Safety procedures can be divided into 4 categories

- Prepare – have plans in place for all types of emergency situations: weather events, fires, injuries etc. Practice with staff and participants!
- Prevent – perform inspections to identify and fix dangerous situations, have rules in place that ensure safety.
- Respond – in the event of an incident, respond accordingly.
- Review – after an event or accident, determine causes and implement preventative measures.

Items that should be available at all program locations:

- Facility Emergency Safety Quick Reference Guide (County will provide)
- Report of an Incident or Hazardous Situation Forms (County will provide)

7. Participant Safety

a) Suspected Child Abuse- All DPR Camp Contractors are required to report any suspected abuse or neglect that they may learn about while performing their duties. Please notify the Arlington Department of Human Services at 703-228-1500.

b) Minor Injuries- Appropriate first aid procedures should be followed at all times. First aid should be administered by those with first aid certifications only. Parents should be notified of any injuries.

c) Serious Injuries- This refers to any injury that requires professional medical attention (may or may not require a trip to the emergency room).

- Follow all applicable First Aid/CPR procedures.

- Contact emergency services - Call 911. When in doubt about the severity of an injury, call the emergency services.
- Contact parent/guardians.
- Notify DPR Camp Coordinator of the situation and keep them advised of status.
- If emergency services are contacted:
 - Contact the DPR Camp Coordinator and keep them posted on the status of the situation.
- If participant is transported to the hospital:
 - A qualified staff person must accompany the injured participant and remain with him/her until parent/guardian arrives.
 - Do not sign any waiver, release or hold harmless form on behalf of the parent.
 - Keep DPR Camp Coordinator updated of the situation.
 - Complete a Report of an Incident or Hazardous Situation Form and submit a copy to the DPR Camp Coordinator within 24 hours.

d) Lost or Missing Participants

- If a child is missing from the program:
 - Closely search all areas of the facility.
 - Question the program participants.
- After a thorough search:
 - Contact the Arlington County police non-emergency number: 703-558-2222
 - Contact the DPR Camp Coordinator immediately and keep him/her informed of the situation.
 - Complete a Report of Incident or Hazardous Situation and submit it to the DPR Camp Coordinator within 24 hours.

e) Suspicious Persons

- All persons entering the program site should be greeted and confronted as to their business at the site.
- A person whose actions arouse suspicion should be carefully observed, particularly individuals who seem overly friendly with children.
- If no offense has actually occurred, but you feel the incident should be reported, call the Arlington County Non-Emergency Police Number: (703) 558-2222.
- Determine if:
 - Children are related to, or acquainted with the person in question.
 - The individual arrived or is leaving in a car: note the make, model, color and license plate number.
 - Take note of how the individual looks especially sex, race, age, hair color, facial hair, glasses, clothing, tattoos, and any items they are carrying.
- If an offense has been committed:
 - Call 911
 - Get names of witnesses and document all information gathered.
 - Notify your Supervisor immediately
 - Complete the Report of an Incident or Hazardous Situation Form and submit to the DPR Camp Coordinator.

8. Safety using Facilities/Equipment

a) **Facility Emergency Safety Quick Reference Guide**- All Contractors will be provided a copy by Arlington County. Contractors should ensure a copy is available on site and is familiar to staff.

b) **Inspection of Buildings and Equipment**

- Many customers use our facilities every day and, as a result, hazardous situations could happen at any time. Staff must perform inspections on a daily basis.
- Inspect all spaces that are used by participants, indoor and outdoor.
- Review and inspect any equipment that is used by participants.
- Report any hazards or potential hazards to the Facility Manager or DPR Camp Coordinator.
- Correct or remove the hazards if at all possible; if not, ensure that participants will not be exposed to the hazard.

c) **Playground Safety Plan and Diagram (if applicable)**- A playground safety plan must include a diagram of the playground area and staff location assignments.

- Establish roles for each staff including monitoring participants on the playground.
- Assign staff at strategic points around the playground.
- Review the playground area daily to identify and/or remove potential hazards.
- Establish and reinforce playground guidelines to participants on behaviors and boundaries.
- File the plan and diagram on site at your program.

d) **Hazardous Materials/Spills**- All hazardous materials (including cleaning products) must be stored in secure, locked cabinet or closet, out of reach of children.

- Check all arts and crafts materials for warning labels. Only non-toxic materials may be used.
- Follow Health Department guidelines when cleaning up bodily fluids.

9. Emergency Plans

a) **Facility Emergency/Emergency Preparedness Plan**- Staff is responsible for providing for participant safety in the case of any serious emergency. Staff should review and be familiar with the Facility Emergency Safety Quick Reference Guide (provided by Arlington County).

- Contractors should develop and implement additional safety protocols relating to the specifics of their camp program, activity, or location.

b) **Evacuation & Shelter in Place Drills**- Staff should conduct at least one evacuation or shelter in place drill with the entire camp during the camp season.

10. Weather Policies

a) **Code Red and Code Purple Air Quality** - The Air Quality forecast is reported daily in the form of a color code that starts at Code Green (good air quality) and increases through Code Yellow (moderate) to Code Orange (approaching unhealthful) to Code Red (unhealthful) and Code Purple (3 code red days in a row).

b) **On Code Red or Code Purple days:**

- Outdoor camps located at parks and morning only camps can remain outdoors until 11am.

- Restrict all outdoor activity at school based camps, effective from 7 am – 7pm.
 - Remain indoors except for drop-off and pick-up of youth arriving and departing and for going to and from a vehicle scheduled for a field trip to an indoor location.
- c) **Rain and Thunder Storms-** In the event of thunder, lightning, heavy rain or severe conditions, programs will cancel outdoor activities unless conditions improve.
- When thunder is heard, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play and take shelter immediately. Safe structures include the nearest school building or other building. Press boxes, sheds, storage buildings, or dugouts will not provide adequate protection.
 - 30/30 Rule or Thirty-minute rule. Wait at least 30 minutes after the last thunder is heard or flash of lightning is witnessed prior to resuming play.
 - Any subsequent thunder or lightning after the beginning of the 30-minute count, resets the clock and another 30-minute count should begin.
- d) **Sun Exposure-** Many program activities take place outside, often under the sun. Staff should be aware of the amount of time participants are exposed to the harmful rays of the sun – note that sunburn can occur even on cloudy days.
- Wherever possible, limit exposure by leading activities in shaded areas. As much as possible, avoid direct sun between 10am and 3pm.
 - Cover up! Wear protective clothing, hats, long-sleeved shirts and pants and a bandana for your neck.
- e) **Sunscreen and Insect Repellant Use**
- Sunscreen and insect repellants are considered medication – see “Medication Policies” below for proper procedures.
 - Children ages 9 and older may administer their own sunscreen with staff supervision. Parents must send sunscreen in the original container labeled with the child’s name.
 - Children 8 years of age and younger must never apply sunscreen or insect repellent on themselves. Only Directors and Assistant Directors can apply sunscreen. Encourage parents to apply sunscreen prior to the start of camp.

11. Medication Policies

- Camp staff who have taken Medication Administration Training may administer prescription and non-prescription medication to children. All other program directors and assistant directors can administer sunscreen, insect repellent and emergency medications as needed.
- Written permission from parents is required on the Authorization for Medication Form before staff can administer any medication to children. This authorization is valid for 10 working days. After 10 working days a new written authorization from the parent or guardian must be submitted to the program director.
- A physician’s signature is required on the Authorization for Medication Form for long term medication administration needed for longer than 10 days and for any “as needed” emergency medication such as inhalers, Benadryl, Epi pens, etc.

12. Field Trips/Swimming Trips

Field trips/swimming trips that require transportation are prohibited. Field trips/swim trips that do not require transportation may be authorized by the DPR Camp Coordinator. Specific policies/procedures will be provided to the Contractor should they request and receive authorization for a field trip/swim trip.

13. Facilities and Equipment

The Contractor is responsible for cleaning up and placement into County-provided trash receptacles all trash left by the campers and staff. The County will provide additional receptacles and empty the trash receptacles, if required.

The Contractor shall be responsible for repair or replacement of any equipment belonging to the County or the Public Schools which is damaged, destroyed, or broken by any of the campers or staff. The Contractor shall assume full replacement responsibility for any lost or stolen items of any County or School property issued to the Contractor for use in the camp program or under the care, control or custody of the Contractor.

The Contractor is responsible for any additional fees incurred by the County for Contractor events, including but not limited to custodial overtime, police attendance, additional field monitors/supervisors, port-a-johns, and additional field markings. The Contractor is not responsible for any additional fees it has not agreed to pay in advance of any event.

14. Evaluation

To remain in good standing a contractor must receive an overall positive program evaluation (categories below). The Contractor shall promptly inform the County of any complaints received about the County's activities.

All camp programs will be evaluated annually by the DPR Camp Coordinator in the following categories:

- 1) Administrative Compliance (camp catalog submissions, insurance, background checks)
- 2) Payment Compliance (roster/payment submission, fee reduction compliance)
- 3) Site Visits (visits from DPR staff using compliance checklist)
- 4) Customer Feedback (survey results, customer comments)
- 5) Registration/Demand (enrollment/revenue numbers)

The DPR Camp Coordinator or a designee with audit camps at any time and may provide recommendations for improvement.

15. Survey

All camp programs shall be evaluated by program participants and/or parent/guardians of program participants. Not later than the third (3rd) calendar day after the last date of each camp session, the Contractor shall e-mail all participants a link provided by the County to the Contractor for an online Parent/ Guardian Questionnaire. Contractors will distribute to all program participants and/or parent guardians a program evaluation to be provided by the DPR Camp Coordinator. Online distribution is the preferred method, but hard copies may be distributed to those individuals who do not have internet access. All completed hard copies of program evaluations received shall be submitted with payment to the County.

The requirement above does not preclude the Contractor from also doing their own individualized program evaluations.

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

NOTICE OF CONTRACT AWARD

Fish and Explore, LLC
2717 Pioneer Lane, Falls Church, VA 22043
Attn: John Lipetz

DATE ISSUED: January 2, 2019
CONTRACT NO: 19-016-RFP
CONTRACT TITLE: Provision of Summer Camp
Services for Department of
Parks and Recreation

Your firm is awarded the above referenced contract. By signing below, Fish and Explore, LLC ("Contractor"), a Limited Liability Company authorized to do business in Virginia, accepts the terms of the Agreement No. 19-016-RFP.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-016-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: Upon date of signature by the Contractor on the bottom of this page

EXPIRES: September 14, 2019

RENEWALS: Four (4) ONE (1) YEAR RENEWAL OPTIONS FROM INSERT DATES

COMMODITY CODE(S): 95283, 92476, 95295

LIVING WAGE: N

COUNTY CONTACT:

Kathryn (Katie) Salyers (DPR)
3700 South Four Mile Run Drive
Arlington, VA 22206
(703) 228-1856
Ksalyers@arlingtonva.us

CONTRACTOR CONTACT:

John Lipetz, Director
2717 Pioneer Lane, Falls Church, VA 22043
703.609.8083
jdlipetz@fishandexplore.com

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

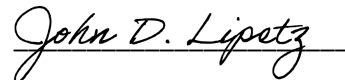
AUTHORIZED
SIGNATURE



NAME Igor Scherbakov
TITLE Procurement Officer
DATE January 2, 2019

FISH AND EXPLORE, LLC

AUTHORIZED
SIGNATURE



NAME (Print) John D. Lipetz
TITLE Director
DATE January 7, 2019

Supplier Direct Deposit (ACH) Form

Instructions:

This form should be used to provide bank account addition/modification requests for the Supplier account. This information will be used to make payments to the supplier via ACH.

Creation **Modification** (If modification, provide Supplier Number)

Supplier Name:

(Supplier name should match with Form W9 if accompanied by one.)

EIN/Taxpayer ID#/SSN (No Dashes):

Bank Account Information:

Name of the Banking Institution:

Account Holder's Name:

Routing Number:

Account Number:

Type of Account:

CHOOSE ONE

Submitted by:

Phone number:

Comments:

Supplier Account Form

All Supplier Account requests except for Refund/Reimbursement payments must be accompanied by a completed Form W-9. DMF AP does not accept a handwritten supplier request form and all the drop down menu have to be selected.

Creation **Modification** (If modification, provide Supplier Number)

Supplier Name: _____ (Should match with Form W9)

EIN/Taxpayer ID/SSN (No Dashes): _____

Please indicate the Supplier type (Required): CHOOSE ONE

Description of Payment: CHOOSE ONE If OTHER, please describe:

Does the supplier have a contract with the County CHOOSE ONE

If yes, what is current contract number number?

Section I: Tax Reporting Information:

Is the supplier 1099 reportable? CHOOSE ONE

If yes,

1099 reportable name:

1099 reportable EIN/Taxpayer ID/SSN:

Taxpayer Type: CHOOSE ONE

If OTHER, please describe:

Section II: Supplier Site (Address):

Site Street: _____

City: _____ **State:** _____ **Zip Code:** _____

Additional Site Address (if needed):

Site Street: _____

City: █ **State:** █ **Zip Code:** _____

Section III: Supplier Contact: (Required for all GENERAL Suppliers)

First Name: _____ **Last Name:** _____

Phone Number (no dashes): _____ - **Email:** _____

To submit Supplier's Bank Information for payments, please use the [Supplier Direct Deposit Form](#)

Submitted by: _____

Phone number: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification [C=C corporation, S=S corporation, P=Partnership] ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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OR								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.