

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

NOTICE OF AWARD OF CONTRACT

TO: INOVA Health Care Services
8110 Gatehouse Road, 600 West
Falls Church, VA 22042

DATE ISSUED: March 22, 2017
AGREEMENT NO: 17-189-R
AGREEMENT TITLE: Physical Assessments

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective April 1, 2017 and expires on December 31, 2017.

The contract documents consist of the terms and conditions of Arlington County Rider Agreement No. 17-189-R, dated March 22, 2017, and County of Loudon, Virginia RFQ No. 386, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

1. REFER TO COUNTY OF LOUDON, VIRGINIA RFQ NO. 386

ATTACHMENT/S:

1. ARLINGTON COUNTY RIDER AGREEMENT NO. 17-189-R, DATED 03/22/2017
2. ATTACHMENT A (ARLINGTON COUNTY "BUSINESS ASSOCIATE AGREEMENT," DATED 03/22/2017)
3. ATTACHMENT B (COUNTY OF LOUDON, VIRGINIA RFQ NO. 386, DATED 01/30/2017)
4. ATTACHMENT C (COUNTY OF LOUDON, VIRGINIA RFQ NO. 386, "PRICING SCHEDULE")

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEES SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Jeffrey Carr

TELEPHONE NO.: (571) 472-0159

EMAIL ADDRESS: jeffrey.carr@inova.org

COUNTY CONTACT: Johnette Hill

TELEPHONE NO.: (703) 228-4659

EMAIL ADDRESS: jhill@arlingtonva.us

CONTRACT AUTHORIZATION


MICHAEL BEVIS
PURCHASING AGENT

3/22/2017
DATE

DISTRIBUTION:

VENDOR: 1
BID FOLDER 2

C.F.

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

RIDER AGREEMENT NO. 17-189-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between INOVA Health Care Services, 8110 Gatehouse Road, 600 West, Falls Church, VA 22042 ("Contractor"), a Virginia corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A (Arlington County, Virginia Business Associate Agreement), Attachment B (County of Loudon, Virginia RFQ No. 386), and Attachment C (County of Loudon, Virginia – Pricing Schedule: RFQ 386 – Occupational Health Services), (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by County of Loudon, Virginia. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with County of Loudon, Virginia.

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 shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall 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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and/or services for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than December 31, 2017 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment B (County of Loudon, Virginia RFQ No. 386) and Attachment C (County of Loudon, Virginia – Pricing Schedule: RFQ 386 – Occupational Health Services) for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. SCOPE OF WORK

The Contractor agrees to provide the goods/services described in the Contract Documents. The primary purpose of the Work is to provide physical exams and medical evaluations to Arlington County, Virginia staff.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

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

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Warranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall 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 agrees to (i) provide a drug-free workplace for the Contractor's 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 marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of 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 over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount

due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the negligent or wrongful Contractor's acts or omissions, including the negligent or wrongful acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor

fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, 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.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s)

of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

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

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. 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.

27. ASSIGNMENT

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

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its Interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

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

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

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

TO THE CONTRACTOR:

Jeffrey Carr, Senior Director
INOVA Health Care Services
8110 Gatehouse Road, 600 West
Falls Church, VA 22042

TO THE COUNTY:

Guinevere Bruner, Project Officer
Arlington County Police Department
1425 North Courthouse Road
Arlington, VA 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of

this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers 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, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible.

Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

INOVA HEALTH CARE SERVICES

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: MICHAEL E. BEVIS

NAME: Stephen Carr

TITLE: PURCHASING AGENT

TITLE: Senior Director

DATE: 3/22/2017

DATE: 3/20/17

C-10 -

ARLINGTON COUNTY, VIRGINIA
RIDER AGREEMENT NO. 17-189-R

ATTACHMENT A – Business Associate Agreement

This Business Associate Agreement is hereby entered into between INOVA Health Care Services, 8110 Gatehouse Road, 600 West, Falls Church, VA 22042, (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 connections 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.
- e) **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.
- f) **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.
- g) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- h) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- i) **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.
- j) **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.
- k) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- l) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- m) **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.
- n) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.

- o) **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.
- p) **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.
- q) **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 Associates' 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 Associates' 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 of the Covered Entity's obligation(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
(please refer to the specific County agreement governing services provided
to the County for contract information)

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

INOVA Health Care Services
Neschla McCall, Chief Compliance Officer
8110 Gatehouse Road, 5th Floor W
Falls Church, VA 22042

- 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 attorney's 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

INOVA Health Care Services

By: *Marcy Foster*
(Signature)

By: *Neschla D. McCall*
(Signature)

Name: Marcy Foster

Name: Neschla D. McCall

Title: County Privacy Officer

Title: Chief Compliance Officer

Date: 3/22/17

Date: 2/27/17

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of February 2017, by and between the COUNTY OF LOUDOUN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and INOVA HEALTH CARE SERVICES hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide occupational health services in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Contractor's proposal dated August 4, 2016 (Exhibit I); and the County's Request for Proposal dated June 23, 2016 (including all addenda) (incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 SCOPE OF SERVICES

The Contractor is responsible for completely supervising and directing the work under this contract. The Contractor agrees that Contractor is as fully responsible for the acts and omissions of persons employed by the Contractor.

1.1 Consultative and Physician Services

All medical examinations must be conducted by a physician licensed to practice medicine in the Commonwealth of Virginia, a certified nurse practitioner, or a certified physician's assistant if under the direction of a physician licensed in Virginia. This person must have demonstrable experience administering National Fire Protection Association (NFPA) 1582 physicals for fire/rescue personnel and nationally recognized physical standards such as the American College of Occupational and Environmental Medicine (ACOEM) or California Post for Loudoun County Sheriff's Office. Further, the selected vendor must have the ability to accommodate flexible appointment scheduling (mornings, nights and weekends).

1.1.1 Patient consultation services and referral information as needed.

1.1.2 Consultation services to the County as needed on all aspects of Occupational Health matters.

1.1.3 Medical Director

One individual will serve as **Medical Director** under this contract and will be responsible for Contractor services at all facilities available for use under this Contract. The Medical Director shall be a Board certified physician licensed in the Commonwealth of Virginia with at least five (5) years of experience in occupational medicine. The County prefers Board certification in internal medicine/family practice or general surgery with formal training and certification in occupational medicine.

The Medical Director shall oversee the quality and consistency of all medical services provided at all Contractor facilities available to County employees and volunteers under this contract. The Medical Director or his/her designee shall ensure that all facilities authorized for County employees and volunteers under this contract shall operate under the same set of protocols and policies, quality assurance and accountability. He/she shall be designated to serve for the term of this contract.

Provide oversight and medical input for all protocols, policies and testing procedures

The Medical Director or physician on duty:

1. Review physical examination and test results to confirm that all elements of the physical examination and required tests have been performed and considered in the final determination.

2. Review final reports prepared by other Contractor physicians and verify they accurately reflect the individual's abilities or limitations.
3. Respond to County requests for general or specific medical information related to employment or job requirements, and provide appropriate referrals to individuals with abnormal test results.
4. Annotate annual physical reports for Public Safety personnel to note that they meet the functional requirements of their positions and specifically list limitations or deficiencies, such

as vision or hearing, and state whether these deficiencies are correctable.

5. Represent the County when requested at court or other evidentiary hearings when his/her medical qualifications and opinions regarding a County employee or volunteer are in question.
6. Provide medical guidance for individual fitness-for-duty and/or return-to-work clearance examinations and provide medical consultation to individuals seeking guidance on potential medical procedures and their impact on the individual's ability to maintain clearance for duty.
7. Review and evaluate results of a Psychological Evaluation.
8. Provide written reports within five (5) workdays after the pre-placement and periodic examination is conducted. Provide an interim report within five (5) workdays for an incomplete examination.

1.1.4 Medical Review Officer (MRO)

The MRO must be a licensed physician with knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate confirmed positive test results for substance and alcohol testing. The MRO shall meet the requirements of 49 CFR, Part 40. The MRO shall not enter into any relationship or agreement that may be construed as an actual or a potential conflict of interest.

The MRO shall oversee the quality of all controlled substance testing provided under this contract, including chain-of-custody forms, appropriate single or split-specimen collection, storage and shipment procedures, and blind quality control specimens.

The Medical Review Officer shall:

1. Receive all drug test results directly from the NIDA-certified laboratory.
2. Review and interpret all individuals drug and alcohol test results.
3. For a positive, adulterated, substituted and/or invalid test result, the MRO will:

- a. Review the original or a certified copy of the chain-of-custody form for any irregularity.
 - b. Make three (3) documented attempts to contact the subject individual within 24 hours after a positive test result to set up an interview. The interview must take place within 24 hours of notice to the subject individual.
 - c. In the interview with the individual, determine if there is a valid medical reason for the positive result. Review any medications with the prescribing physician or dentist to verify validity, and offer split-specimen testing. If no interview occurs, declare a MRO positive test result.
 - d. Immediately transmit positive test results to the County's Risk Management designee by phone or using a secure email system and to the tested individual via US mail.
4. For a negative test result, the MRO will immediately transmit a verified negative report to the County's Risk Management designee and the appropriate County Department Authorized Coordinator (see Appendix E) by using a secure email system and via US mail to the tested individual.
 5. Ensure that "blind" quality control specimens and validity testing are conducted by the testing laboratory on behalf of County and report the results.
 6. Ensure that confidential record retention is maintained according to DOT guidelines.
 7. Oversee the preparation and delivery of statistical reports on the results of examinations performed under this contract.

1.2 Medical Monitoring Services (including but not limited to periodic and pre-placement medical physicals)

A. Medical Monitoring Objectives

1. Evaluate the worker's physical condition and ability to perform the essential functions of their job.
2. Determine baseline or reference data to help evaluate the significance of future examination findings.
3. Assess the worker's capability to properly use protective equipment as required for their job.

4. Identify health factors that may preclude performance or require modification of certain work assignments.
5. Assist in the early detection of work-related and non-work related adverse health effects in individual workers and groups of workers.

B. Scope and Parameters of the Medical Services

Provide occupational medical services for pre-placement, periodic and medical surveillance examinations for County applicants, employees and volunteers in accordance with the protocols set forth below, and as detailed in this document.

1.3 Immunizations

Immunizations shall be updated in accordance with Appendix C or current Centers for Disease Control and Prevention (CDC) recommendations.

- 1.3.1 Provide a minimum of five (5) flu shot clinics annually at designated County facilities for public safety personnel. The Contractor will coordinate the clinics during one (1) week in the fall (scheduled at a time mutually agreeable to the County and the vendor). Flu shots must be available Monday through Thursday 2:00-8:00 pm; and Saturday 9:00-2:00 pm.
- 1.3.2 Provide a minimum of five (5) flu shot clinics annually at designated County facilities for the general workforce. The Contractor will coordinate the clinics to occur over a two (2) week period in the fall (scheduled at a time mutually agreeable to the County and the vendor). Flu shot clinics are to be held during regular work hours for County staff.
- 1.3.3 Provide immunizations including but not limited to Hepatitis B vaccine, Tetanus, Diphtheria and Tuberculosis as required for certain County employees and volunteers.

1.4 Medical Examinations (see Appendix A)

1.4.1 General Requirements

Medical examinations and testing must be performed in accordance with relevant standards and best practices.

- a. Perform Department of Transportation and Fitness-for-Duty examinations for individuals required to operate a commercial motor vehicle, other county vehicle operators, and other

individuals as deemed necessary by the County when requested due to performance, conduct or medical issues.

- b. **Electrocardiogram with physician's interpretation. If needed, the employee or volunteer must be able to take the monitoring pack home for overnight monitoring.**
- c. **Chest X-ray must be performed by a Certified Radiological Technologist with interpretation by a Board-certified Radiologist.**
- d. **Audiometric testing to be performed in accordance with the requirements under the current 29 CFR 1910.95, OSHA Noise Standard. At a minimum frequency testing for each ear at the following levels:**
 - 500 Hz
 - 1000 Hz
 - 2000 Hz
 - 3000 Hz
 - 4000 Hz
 - 6000 Hz
 - 8000 Hz
- e. **Blood analysis must be performed by a clinical laboratory enrolled in an approved proficiency testing program and licensed by the Commonwealth of Virginia.**
- f. **Pulmonary Function Testing shall include Forced Vital Capacity (FVC), Forced Expiratory Volume (FEV)₁, FEV, and FEV₁/FVC with interpretation and comparison to standardized normal. Must be conducted by a National Institute for Occupational Safety and Health (NIOSH) certified pulmonary technician.**
- g. **Alcohol and Controlled Substance Testing in accordance with the current 49 CFR Part 40, Procedures for Department of Transportation (DOT) Workplace Drug and Alcohol Testing Programs.**
- h. **Forensic Urine Drug Screen Testing must be performed in accordance with the current 49 CFR Part 40, Procedures for Department of Transportation (DOT) Workplace Drug and Alcohol Testing Programs. Single specimens collected under chain of custody procedures will be analyzed by a NIDA-certified laboratory and results will be reviewed by a certified Medical Review Officer (MRO).**

- i. Vision Exam including near and far acuity for each eye and both eyes, color perception (pseudo isochromatic plate testing) and peripheral vision.
- j. Stress Testing must be performed at a minimum by a Certified Cardiographic Technician with interpretation by a Board-certified Cardiologist.

1.4.2 Special Examinations and Testing

All examinations shall be performed in accordance with the employee or volunteer's exposure and current regulations. A comprehensive exam shall be conducted and a review of medical history. Additionally, a focused examination will concentrate on those body systems indicated by the exposure. A consultation with the physician shall include a review of test results and how they relate to acceptable medical standards. Tests must be performed in accordance with current standards.

- a. Asbestos testing, 29 CFR 1910.1001.
- b. Audiometric testing, 29 CFR Part 1910.95, Noise Standard (as specified in 5.4.1 (c)).
- c. Hazardous Materials Medical Surveillance in accordance with NIOSH/OSHA/EPA regulations and recommendations under 29 CFR Parts 1900-1910, Hazardous Materials Screening, with particular attention to Part 1910.134, Respirator Protection.
- d. Post-exposure evaluation and follow-up in accordance with current occupational exposure to the current 29 CFR Part 1910.1030, Blood borne Pathogens.
- e. Psychological Evaluation performed only when specifically requested.
- f. Lead testing.
- g. HgbA1C% based on Medical History and Risk Factors.
- h. Testing for the Hepatitis B Surface antibody.
- i. Access to various Tumor Marker Labs based on pertinent family medical history, as well as cancers specified under the Presumption (VA CODE Section 65.2-402).

- j. Vitamin D level screening.
- k. Body Fat / Body Mass Index (BMI).
- l. Framingham Risk Score.
- m. Maximal Stress Test, including a 12-lead resting and exercise EKG, to determine level of cardiopulmonary fitness and appropriately screen for underlying coronary vascular insufficiency.
- n. Purified Protein Derivative (PPD) Test & Quantiferon (QFT) Test for Tuberculosis.
- o. Functional Capacity Evaluation to include Body Fat / Body Mass Index (BMI).
- p. Mammography Review ONLY. NFPA 1582 requires mammography to be performed annually on females over the age of 40 (may be done through personal physician). A qualified radiologist shall compare mammograms to prior mammograms. Section 7.10.2 requires the agency's physician to compare mammography reports to prior reports.
- q. Refer to Appendix D, Sections 18.0 through 24.0 for additional specialized services to be required periodically and/or on an as needed basis.

1.4.3 Air-Purifying Respirator Fit Testing

Air Purifying Respirator fit testing, per the guidelines set for by 29 CFR OSHA 1910.134 Respiratory Protection, will be performed by a certified technician.

If the County provides the fit testing equipment to the Contractor, the County will be responsible for the following:

- Provide fit testing equipment and software
- Provide equipment supplies
- Provide coordination for equipment maintenance repairs and calibrations

- Provide for security of and for maintaining equipment records at Loudoun County Sheriff's Office Facilities
- Provide orientation training on the fit testing equipment for Contractor's staff

The equipment that Contractor will be provided shall only be used for County personnel and volunteers. Additionally, pricing will be at a discounted rate if the fit testing equipment is provided by the County.

1.4.4 Pre-placement/Baseline

Prior to work assignment, an applicant shall undergo a comprehensive physical examination with emphasis on the cardiopulmonary system, general physical fitness, mental status review, skin, blood forming organs, hepatic, renal and nervous systems and must include a complete blood count with differential and platelets, chemistry profile, lipid profile including coronary risk assessment, urinalysis including microscopic and Hepatitis B antibody tests. The examination will also include a life style review with special emphasis on smoking history, diet and exercise habits.

1.4.5 Periodic Medical Examinations

The periodic examination will include the components as specified by volunteer or employee category and age in Section 3.0 (Background), Section 5.0 (Statement of Work) and Appendix A.

- a. Two-Part Physical: At the option of each department's authorized coordinator (Appendix E). Incumbent physicals will be offered using a two-part methodology:
 - i. Part I consists of performing all tests/screenings as specified in Appendix A, as appropriate based on the employee category. Part II appointment to be scheduled.
 - ii. Part II consists of a meeting between the employee and the treating physician whereby test results (i.e. lab, diagnostic reports) from Part I are reviewed with the employee to include their individual results in comparison to established medical standards and the interpretation of same. Corresponding educational

materials are to be provided as appropriate. The physical examination is performed.

The Contractor shall record date/time for each fire/rescue employee and email to OHS@loudoun.gov; for each Sheriff's Office employee email information to SheriffPhysicals@loudoun.gov.

1.4.6 Random Drug / Substance Abuse Testing

In addition to the general requirements and MRO responsibilities in this contract, the Contractor shall:

- A. Conduct pre-employment for applicants; periodic, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing for alcohol and controlled substances for employees and volunteers required to possess commercial driver's licenses (CDLs), or any other employees or volunteers required to drive County owned vehicles or for any other purpose as deemed necessary by the County.
- B. Have a laboratory capable of testing for the drugs listed in the Department of Transportation (DOT) /Federal Highway Administration (FHWA) regulations including Marijuana, Cocaine, Phencyclidine (PCP), Amphetamines, and Opiates. Testing for Barbiturates, Demerol, Methadone, Phenothiazine, Benzodiazepines, Tricyclics, and Methaqualone type drugs if requested.
- C. Have the capability of conducting, at the collection site, Breath Alcohol Concentration (BAC) tests as specified in the DOT/FHWA regulations. Qualified Breath Alcohol Technicians (BATs) will conduct BAC tests. A BAC level of 0.01 or greater will be reported immediately to the County's Risk Management designee by telephone to be followed by transmission by a secure email system.
- D. Have the capability to arrange for specimen collection and Breath Alcohol Concentration (BAC) tests 24/7/365 in the event of an accident which occurs outside the County or in the event of an accident which occurs outside of regular working hours.
- E. Have a laboratory procedure manual which includes the principles of each test preparation or reagents, standards and controls, calibration procedures, derivation of results, linearity

of methods, sensitivity of methods, cutoff values, mechanisms for reporting results, controls criteria for unacceptable specimens and results, remedial action to be taken when the test systems are outside of acceptable limits, reagents and expiration dates, and references as outlined in Title 49 CFR, Part 40.

- F. Ensure that collection sites have adequate free parking for individuals who will be tested and must maintain hours such that specimen collection and Breath Alcohol Concentration (BAC) tests can be done Monday through Friday between the hours of, 7:00 a.m. to 5:00 p.m.
- G. The Collection Facility will provide "post-accident" drug and alcohol testing services. This service includes collection of specimen for drug testing and testing for alcohol. The alcohol test may be performed by use of Saliva Alcohol test or the Breath Alcohol Test. If the Saliva Alcohol test result is positive, the BAT test must be performed.
- H. Have a random drug screen management program with the ability to provide random list generation, maintenance and selection.
- I. Specimen Collection
 - i. Maintain collection sites, scheduling collections, communicate with the Medical Review Officer (MRO) and the County's Risk Management designee and provide reports and other necessary information to ensure full compliance with Department of Transportation (DOT) / Federal Highway Administration (FHWA) Regulations on Controlled Substances and Alcohol Use and Testing, 49 CFR, Part 382. et. al. and 49 CFR, Part 40, Procedures for Department of Transportation Workplace Drug and Alcohol Testing Programs.
 - ii. Maintain collection sites in Loudoun County that are convenient and easily accessible to applicants, employees and volunteers. The collection sites shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping and transportation of urine specimens to a certified drug-testing laboratory when needed.

- iii. Collect urine specimens and conduct controlled substances and alcohol tests as specified in the Department of Transportation (DOT) / Federal Highway Administration (FHWA) Regulations on Controlled Substances and Alcohol Use and Testing, 49 CFR, Part 382. et. al. and 49 CFR, Part 40.
 - iv. Perform all collection and laboratory work with County authorized personnel and equipment.
 - v. Contractor must have mobile collection capabilities.
- J. Contractor must have the minimum qualifications as outlined in Department of Transportation's Subpart A, Section 40.27 of Title 49 CFR, Part 40.
- K. Reporting Test Results.
- I. CDL Drivers: Report test results to the Contractor's Medical Review Officer (MRO) as specified in the DOT/FHWA regulations for individuals holding a CDL. Testing laboratory shall be capable of communicating test results by using a secure email system. Results may NOT be provided orally by telephone.
 - II. Pre-employment: Report test results to the candidate's Department Authorized Coordinator (refer to Appendix E).
 - III. Random: Report positive test results immediately to the County's Risk Management designee by telephone. All test results shall be reported to the County's Risk Management designee by using a secure email system or secure facsimile.
 - IV. Reasonable Suspicion: Report positive test results immediately to the County's Risk Management designee by telephone. All test results shall be reported to the County's Risk Management designee by using a secure email system or secure facsimile.

L. Records Compliance and Retention

Provide data required to be maintained by the County, for drivers covered under the DOT/FHWA regulations, including:

- i. Records of inspection and maintenance of each Evidential Breath Testing Device (EBT) used in testing.
- ii. Records pertaining to the calibration of each EBT used in testing.
- iii. Documentation of compliance with the Quality Assurance Plan (QAP) for each BAT used in testing.
- iv. Records of the training and proficiency testing of each BAT used in testing.
- v. The logbooks required by section 40.59 (c) of the regulations.
- vi. Information required by DOT/FHWA to be maintained by County relative to the testing program (49 CFR Section 382.401).

1.5 Control/Prevention of Blood Borne Disease

Emergency Response Teams and employees and volunteers who handle potentially infectious materials may be at risk of exposure to the human immunodeficiency virus (HIV) and the Hepatitis B virus (HBV). In accordance with current 29 CFR Part 1910.1030, Occupational Exposure to Blood borne Pathogens, these individuals will be offered education, training and the Hepatitis B vaccination series, as well as post-exposure evaluation and follow-up of an exposure incident. Hepatitis B vaccinations and protocols for HIV/HBV post-exposure incidents must be in accordance with U.S. Public Health Service recommendations.

1.6 Return-to-Work Clearance

- A. After an absence from work due to either a non-work-related injury or treatment, an individual may be required to obtain clearance from the Medical Director or physician on duty for return to work. A return-to-work clearance after an individual completes alcohol or controlled substance treatment requires Substance Abuse Professional approval and may also require Medical Director Approval. The Risk Management designee must authorize return-to-work clearance.
- B. The Medical Director or physician on duty shall review medical records and provide a written statement on the individual's abilities/limitations regarding the essential job functions. The individual must provide a medical release and may be required to

furnish medical records from his/her treating physician. If the Medical Director is unable to determine if the individual can return to work, a Functional Capacity Examination (FCE) by an Independent Medical Examiner (IME) may be recommended but is subject to approval by the County's Risk Management designee.

1.7 Examination Frequency and Volume

Periodic medical monitoring will be scheduled on depending on the individual's job requirements, age and exposure profile. The examination frequency requirements and type/number of examinations are outlined in Appendix B. Individuals scheduled for an examination that is outside of the frequency that is outlined in Appendix B will present an authorization form provided by the County.

Appendix B represents an estimated volume of annual occupational health examinations anticipated and does not represent a guaranteed level of effort that will be requested by the Contractor.

1.8 Medical Reports

A. Reports to Individual Patients

The Medical Director or examining physician shall report results of the examination to the individual. The Medical Director or examining physician shall refer any individual whose results indicate a need for further evaluation and/or follow-up to his/her personal physician. If the individual does not have a personal physician, the Contractor may suggest appropriate providers. The County does not endorse specific referrals, and the individual is responsible for payment for such follow-up.

(1) Welltivia - Medical Record System / Database for Firefighters and First Responders (or equivalent).

- a. Program should provide the ability to perform comparative analyses and generate individual medical records for review with individuals at the time of their annual physical.**
- b. Provide Department-wide statistics as directed by the County for Fire/Rescue personnel.**

B. Reports to Loudoun County

- (1) For all pre-placement examinations, the Contractor's examining physician shall prepare an original checklist style report indicating any limitations. Reports are due no more**

than five (5) workdays after the examination. The Contractor shall indicate on the original report any copies distributed and to whom. For periodic examinations, the original report shall be sent no more than five (5) workdays after the examination. For incomplete examinations (i.e., if the Medical Director needs additional information to make a determination) the Contractor shall provide an Interim Report within five (5) days of the original examination date.

- (2) The Contractor will send copies of an individual's report either sealed in double envelopes or by using a secure email system to the appropriate County Department Coordinator (see Appendix E) and the County Risk Management Designee. The report shall include a note on any limitations.

The Contractor will also provide a copy of the report including notes on limitations and/or recommended follow-up to the individual for any pre-placement or periodic examinations.

1.9 Medical Records Ownership and Transfer

Employee and Volunteer Occupational Health Services medical records are the property of the County. The Contractor is the custodian of these records and will transfer these records within two (2) weeks to another occupational health contractor if/when requested by the County.

Medical records will be maintained separately and in a confidential manner to be released only in strict accord with current relevant federal and state laws and medical "best practices". Generic information concerning statistical or billing inquiries shall be released upon request to the County.

Retention of Medical Records shall be in accordance with relevant laws and the needs of the County. Any destruction, change in location of where medical records are maintained, or change of ownership of medical records shall be done in accordance with all required rules, regulations, laws, etc. and with advance notice to the County.

1.10 Scheduling Examinations

The contractor must provide a system that interfaces with the County's electronic scheduling software (Appointments Plus) for scheduling of all physicals. The County will accept an equivalent system if the Contractor can show its ease of use.

1. Instruction Sheets, Literature and Forms

The Contractor shall provide an electronic as well as hard copy of all appropriate instructions, literature and its internal forms to the Contracting Officer for County review and approval at contract award and before examinations begin.

- a. Instructions for participants shall include the following information in easy to read format:
 - (1) General outline and purpose of the testing procedure
 - (2) How to prepare for the testing—rest, diet, medication, etc.
 - (3) Clothing recommended for tests
 - (4) Directions and map to test sites (including telephone number)
 - (5) Parking locations
 - (6) Directions to the check-in point at the facility
 - (7) Approximate length of testing procedures.
- b. The Contractor shall provide copies of any internal forms to be used by County employees or volunteers during examinations or testing. Any updates or revisions to Contractor forms during the term of the contract shall be submitted for County review before use. (The County will provide authorization and self-administered medical history recording and reporting forms.
- c. The Contractor shall provide specimen collection policy, procedures, forms, and training associated with non-CDL drug and alcohol testing.
- d. The Contractor shall submit NIDA certification of any laboratory used for drug testing and sample laboratory chain-of-custody drug screening forms and procedures for non-CDL testing.

2. Scheduling

- a. The contractor must work with the County to develop a system that uses available technology to automate and streamline the scheduling process and reporting of exams results. It would be preferred if the contractor could develop a solution that incorporates the County's electronic scheduling system (Appointments Plus).
- b. The County has designated Department Coordinators who will be responsible for scheduling pre-placement, periodic and medical surveillance examinations. See Appendix E for a list of County Department Directors and Coordinators and their respective areas of responsibility.

- c. All periodic and routine examination appointments shall be scheduled at the most conveniently located facility at least two (2) workweeks in advance, whenever possible. County Department Coordinators will provide each participant with the appropriate instructions and forms to take to the appointment.
- d. For incident-related examinations, such as examinations related to an accident or exposure (alcohol testing or drug screening, hazardous material or blood borne pathogen exposures), the exposed individual's on-duty supervisor and the appropriate Contractor's representative will schedule the procedures within the required timeframes.
- e. Contractor scheduling coordinators shall obtain approval from the County's Risk Management designee or HR/Employee Relations designee (ADA) before scheduling special physical examinations, psychological evaluations, assessments, procedures or consultations, such as return to work, ADA related assessment or other special consultations, even if requested by County Department Coordinators or other County representatives.

3. Cancellation

- a. If a County employee or volunteer notifies the County Department Coordinator to cancel a scheduled appointment, the Coordinator shall notify the Contractor's scheduling coordinator as soon as feasible, preferably no less than 24 hours before the appointment. Contractor scheduling coordinators shall provide 24 hours' notice or as much notice as circumstances permit if the Contractor must cancel or reschedule an appointment.
- b. If an individual fails to keep a scheduled appointment, the Contractor shall notify the County Department Coordinator within one (1) workday of the missed appointment. The Contractor may charge a no-show fee for a missed appointment unless the County cancels the appointment 24 hours before the examination.

1.11 Performance Reviews

The Contracting Officer, in consultation with Risk Management and the County Department Coordinators, shall review the quality of the work being performed on a regular basis and advise the Contractor in writing of any deficiencies.

Contractor failure to meet schedules or to perform the services in accordance with this contract may be cause for contract termination.

Contractor failure to take corrective action once notified by County shall be grounds for contract termination.

The County and the Contractor will also have quarterly meetings to go over any issues that arise as well as to discuss future requirements by the County.

1.12 Appeals Process

Within fourteen (14) days of contract acceptance, provide an appeals process, for approval by the County.

1.13 Training & Education

1.13.1 The Contractor will the ability to provide Alcohol and Controlled Substances Reasonable Suspicion Training periodically to be scheduled at a time mutually agreeable to the County and the Contractor. Multiple sessions of two (2) hours each will be required to accommodate the number of employees required to attend. Each session shall be two (2) hours and will provide supervisors and managers with information and guidelines necessary to make a reasonable suspicion determination and the appropriate actions to follow.

1.13.2 Wellness Education

The Contractor will have the capability to provide health and wellness education to County staff to include but not limited to nutrition / proper diet, healthy meal preparation and weight management. Education may consist of individual consultations and/or periodic group sessions at designated County facilities (scheduled at a time mutually agreeable to the County and the vendor).

1.14 Other Requirements

1.14.1 The Contractor shall provide refreshments and snacks for County employees and volunteers attending the physical following laboratory testing that requires fasting prior to the appointment.

1.14.2 The Contractor must have the ability to provide confidential information and test results via a secure email system.

1.14.3 The Contractor must provide all required materials, equipment, supplies, training, capabilities and manpower to execute this

contract according to the requirements specified in 49 CFR part 40, Department of Transportation and 49 CFR, parts 382, et. al.

- 1.14.4 The Contractor shall also open its facility a minimum of once per month on a weekend or weeknight. This weekend or weeknight will be scheduled in advance.
- 1.14.5 Each of the key positions (Medical Director, MRO and Head Cardiologist) shall have an equally qualified and previously identified backup physician to serve in the primary physician's absence, such as during illness or vacations. The backup physician may be the same for each position, so long as appropriately qualified as required in this RFP. Alternatively, the offeror may provide separate backup physicians.
- 1.14.6 All staff personnel who are involved in the medical aspects of this contract, such as technicians and nurses, must hold appropriate current Virginia licenses and/or certifications and job appropriate credentials.
- 1.14.7 One individual will serve as the Head Cardiologist. The Head Cardiologist must be a Board certified physician licensed in the Commonwealth of Virginia with at least five (5) years of experience.

2 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of the Department of Human Resources or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of the Department of Human Resources or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

2.2 Term

The Contract shall cover the period from January 1, 2017 through December 31, 2019, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the prices as proposed in Appendix D and the terms, and conditions as the initial term.

2.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) Contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

2.5 Business, Professional and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

2.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

2.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property

or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Contractor resulting from any action or operation under the Contract or in connection with the contracted work.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:
Coverage A: Statutory
Coverage B: \$100,000

- 2. **General Liability:**
 - Per Occurrence: \$1,000,000
 - Personal/Advertising Injury: \$1,000,000
 - General Aggregate: \$2,000,000
 - Products/Completed Operations: \$2,000,000 aggregate
 - Fire Damage Legal Liability: \$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis.

- 3. **Automobile Liability:**
 - Combined Single Limit: \$1,000,000
- 4. **Professional Liability:**
 - Per Occurrence: \$1,000,000
 - General Aggregate: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

- 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

- 2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this

Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VI Rating.
5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. Any certificates provided shall indicate the Contract name and number.
 - c. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A

Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 6.7.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.8 Hold Harmless Clause

The Contractor shall, indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, and suits of any nature (specifically including reasonable attorney's fees and defense costs of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable standard of care by the Contractor and or its subcontractors. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

2.9 Safety

All Contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.10 Notice of Required Disability Legislation Compliance*

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.11 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

2.12 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.13 Drug-free Workplace*

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.14 Faith-Based Organizations*

The County does not discriminate against faith-based organizations.

2.15 Immigration Reform and Control Act of 1986*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor **MUST** remove any employee from County service who is convicted of a felony during his or her employment.

2.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

No diversion or replacement may be made without submission of a detailed position description and qualifications of the proposed replacement with final approval being granted by the Fire and Rescue Department and the County of Loudoun.

2.18 Exemption from Taxes*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section

shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

2.19 Invoicing and Payment

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Human Resources Department
Attn: Risk Management
P.O. Box 7000
Leesburg, VA 20177-7000

Upon receipt of invoice and acceptance of the services, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

2.20 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

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

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Ravi Palahiandy
P.O. Box 7000
Leesburg, VA 20177-7000

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

2.27 Authority to Transact Business in Virginia*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.28 Licensure

To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 et seq. of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

2.29 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

2.30 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

2.31 Confidentiality And Release of Records

The Contractor will be subject to Federal and State Laws and regulations, including the Virginia Freedom of Information Act. The contractor agrees to hold private, confidential, and secure all Protected Health Information (PHI), along with records of client contact, including all findings, memoranda,

correspondence, documents, or records of any type that identify the individual, whether electronic, written, or oral.

2.32 HIPAA Compliance

The County has designated certain health care components as covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The successful Contractor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Loudoun County Community Services Board, upon award of Contract. The successful Contractor shall be required to execute a Loudoun County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va. Code – Title 32.1, Health, § 32.1-1 et seq. The Contractor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information

The County and the Contractor will have to sign the attached HIPAA Business Associate Agreement.

2.33 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the Contracted for works but excluding any industrial dispute which is specific to the performance of the works or this Contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that

RIDER CLAUSE
Use of Contract by Members of the
Northern Virginia Cooperative Purchasing Council and
the Metropolitan Washington Council of Governments

RFP Occupational Health Services

RFQ-386

This clause is intended to allow a successful vendor to offer the goods and services of the proposal to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the YES column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful offeror may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the offeror's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable.

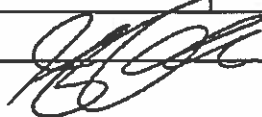
Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful offeror, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify an offeror nor adversely affect the award of the contract.

OFFEROR'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning Commission
	Charles County Public Schools		
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Auth		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

OFFEROR SIGNATURE



DATE

2/1/16

Arlington County Rider Agreement No. 17-189-R
ATTACHMENT C

PRICING SCHEDULE: RFQ 386 - OCCUPATIONAL HEALTH SERVICES									
BASE PERIOD - THREE YEARS FROM DATE OF AWARD (PER YEAR)					1 ST RENEWAL OPTION	2 ND RENEWAL OPTION	3 RD RENEWAL OPTION		
MEDICAL EXAMINATIONS									
1.0	Pre-placement - Firefighters in accordance with NFPA1582	73	EA	\$853.55	\$870.62	\$888.03	\$905.79		
2.0	Periodic (Base Exam) - Firefighters in accordance with NFPA1582	357	EA	\$348.74	\$355.72	\$362.83	\$370.09		
A.	Chest x-ray (price separately - required every 2 years)		EA	\$45.24	\$46.14	\$47.07	\$48.01		
B.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$295.50	\$301.41	\$307.44	\$313.59		
C.	Prostatic Specific Antigen "PSA" (age based)		EA	\$54.29	\$55.37	\$56.48	\$57.61		
D.	Mammography (age based / if needed)		EA	\$258.75	\$263.93	\$269.20	\$274.59		
3.0	Volunteers (Base Exam) - Firefighters in accordance with NFPA1582	246	EA	\$455.05	\$464.15	\$473.44	\$482.91		
A.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$295.50	\$301.41	\$307.44	\$313.59		
B.	Resting EKG (EMT-Rescue)		EA	\$66.73	\$68.06	\$69.42	\$70.81		
C.	Prostatic Specific Antigen "PSA" (age based)		EA	\$54.29	\$55.37	\$56.48	\$57.61		
4.0	Pre-placement (Base Exam) - Sworn Deputies	89	EA	\$744.98	\$759.88	\$775.08	\$790.58		
A.	Prostatic Specific Antigen (PSA)		EA	\$54.29	\$55.37	\$56.48	\$57.61		
B.	Mammography (age based / if needed)		EA	\$258.75	\$263.93	\$269.20	\$274.59		
5.0	Periodic (Base Exam) - Sworn Deputies	341	EA	\$385.01	\$392.71	\$400.57	\$408.58		
A.	Chest x-ray (price separately - required every 3 years)		EA	\$45.24	\$46.14	\$47.07	\$48.01		
B.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$295.50	\$301.41	\$307.44	\$313.59		
C.	Resting EKG (if Treadmill Stress Test is not required)		EA	\$66.73	\$68.06	\$69.42	\$70.81		
D.	Mammography (age based / if needed)		EA	\$258.75	\$263.93	\$269.20	\$274.59		
6.0	Pre-placement/Periodic - Crossing Guards	49	EA	\$308.75	\$314.93	\$321.22	\$327.65		
7.0	Pre-placement/Periodic - Public Safety Dispatchers	5	EA	\$308.75	\$314.93	\$321.22	\$327.65		
8.0	Pre-placement - Maintenance Staff & Heavy Equipment Operators	1	EA	\$192.26	\$196.11	\$200.03	\$204.03		
9.0	Periodic - Maint. Staff & Heavy Equipment Operators (under 40)	10	EA	\$119.88	\$122.28	\$124.73	\$127.22		
10.0	Pre-placement (Base Exam) - Animal Services	5	EA	\$924.01	\$942.49	\$961.34	\$980.56		

Arlington County Rider Agreement No. 17-189-R
ATTACHMENT C

A.	Prostatic Specific Antigen "PSA" (age based)		EA	\$54 29	\$55 37	\$56 48	\$57 61
B	Rabies Vaccine or Titer Check (every 2 years)		EA	\$179 82	\$183 42	\$187 09	\$190 83
11.0	Periodic (Base Exam) - Animal Services (Officers & Field Techs)	5	EA	\$392 21	\$400 06	\$408 06	\$416 22
A.	Chest x-ray (price separately - required every 3 years)		EA	\$45 24	\$46 14	\$47 07	\$48 01
B	Prostatic Specific Antigen "PSA" (age based)		EA	\$54 29	\$55 37	\$56 48	\$57 61
C.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$295 50	\$301 41	\$307 44	\$313 59
D.	Rabies Vaccine or Titer Check (every 2 years)		EA	\$179 82	\$183 42	\$187 09	\$190 83
E.	Mammography (age based / if needed)		EA	\$258 75	\$263 93	\$269 20	\$274 59
12.0	Pre-placement (Base Exam) - Juvenile Detention Center	9	EA	\$449 48	\$458 47	\$467 64	\$477 00
A.	Prostatic Specific Antigen "PSA" (age based)		EA	\$54 29	\$55 37	\$56 48	\$57 61
B	Treadmill Stress Test (price separately - requirement based on age)		EA	\$295 50	\$301 41	\$307 44	\$313 59
13.0	Passenger Vehicle Operators	55	EA	\$143 64	\$146 51	\$149 44	\$152 43
14.0	Asbestos Surveillance Examinations						
A.	Pre-placement Examination (Baseline)		EA	\$216 01	\$220 34	\$224 74	\$229 24
B	Annual Examination		EA	\$216 01	\$220 34	\$224 74	\$229 24
C	Exit Examination		EA	\$216 01	\$220 34	\$224 74	\$229 24
15.0	Hazardous Materials Surveillance Examinations						
A.	Pre-placement Examination (Baseline)		EA	\$971 50	\$990 93	\$1,010 75	\$1 030 97
B	Hazmat Questionnaire		EA	\$30 00	\$30 60	\$31 21	\$31 84
C	Periodic Examination		EA	\$799 60	\$815 59	\$831 90	\$848 54
D	Exit Examination		EA	\$645 79	\$658 70	\$671 88	\$685 32
	TOTAL			\$0.00	\$0.00	\$0.00	\$0.00
	(Items 1.0 through 15.0)						
16.0	OTHER SERVICES						
A	Hepatitis A Antibody IGM		HR	\$58 81	\$59 98	\$61 18	\$62 41
B	Hepatitis A Vaccine			\$83 69	\$85 36	\$87 07	\$88 81
C	Exposure consultation (includes Hepatitis B antibody or antigen, Hepatitis C antibody, HbSAb, and HIV tests)			\$113 09	\$115 36	\$117 66	\$120 02
B	Hepatitis B Vaccination (3-dose series)		Series	\$252 21	\$257 25	\$262 40	\$267 65
C	Recombivax Booster (If Hepatitis B vaccination does not convert)		EA	\$78 04	\$79 60	\$81 19	\$82 82
D	HIV Antibody (for Firefighters)		EA	\$85 96	\$87 68	\$89 43	\$91 22
E	HIV 2 Antibody (for Firefighters)		EA	\$119 88	\$122 28	\$124 73	\$127 22
F	Tetanus Shot		EA	\$64 78	\$66 08	\$67 40	\$68 75
G	Hyperimmune globulin (HBIG) [Average dose 4 cc] (per cc)		EA	\$192 26	\$196 11	\$200 03	\$204 03
H	Random Pool Administration		EA	\$258 75	\$263 93	\$269 20	\$274 59

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I	HIV Starter Kit (3-day supply)						
	Crixivan	EA	\$82 56	\$84 21	\$85 90	\$87 62	
	Epivir	EA	\$50 89	\$51 91	\$52 95	\$54 01	
	Retrovir	EA	\$74 64	\$76 14	\$77 66	\$79 21	
J	Polymerase Chain Reaction (PCR)	EA	\$270 30	\$275 71	\$281 22	\$286 85	
K	Hepatitis C virus						
	RIBA (Radio-immune Blot Assay)	EA	\$270 30	\$275 71	\$281 22	\$286 85	
	PCR (Polymerase Chain Reaction)	EA	\$270 30	\$275 71	\$281 22	\$286 85	
	Liver Enzymes	EA	\$47 50	\$48 45	\$49 41	\$50 40	
17.0	Immunizations						
A	Tetanus/Diphtheria (booster every 10 years)	EA	\$64 78	\$66 08	\$67 40	\$68 75	
B	Poliomyelitis (Polio 3-vaccination series if not received in childhood)	EA	\$143 64	\$146 51	\$149 44	\$152 43	
C	Rubella Titer	EA	\$29 40	\$29 99	\$30 59	\$31 20	
D	Influenza	EA	\$33 64	\$34 31	\$35 00	\$35 70	
E	Hepatitis A (2 doses 6 to 9 months apart) (per dose) (For firefighters & employees with exposure to Potomac River waters)	EA	\$83 69	\$85 36	\$87 07	\$88 81	
F	Hepatitis B Vaccine (3-dose series)	EA	\$252 21	\$257 25	\$262 40	\$267 65	
G	Hepatitis B Titer	EA	\$47 50	\$48 45	\$49 41	\$50 40	
H	Hepatitis A Antibody	EA	\$58 81	\$59 98	\$61 18	\$62 41	
I	Hepatitis C Antibody	EA	\$66 73	\$68 06	\$69 42	\$70 81	
J	Hepatitis C Confirmation	EA	\$270 30	\$275 71	\$281 22	\$286 85	
K	Rabies	EA	\$179 82	\$183 42	\$187 09	\$190 83	
L	Varicella (Chicken pox) vaccine	EA	\$73 52	\$74 99	\$76 49	\$78 02	
M	Varicella Titer	EA	\$67 85	\$69 21	\$70 60	\$72 01	
N	MMR (Measles-Mumps-Rubella) Vaccine	EA	\$78 04	\$79 60	\$81 19	\$82 82	
O	MMR Titer	EA	\$109 70	\$111 89	\$114 13	\$116 41	
P	Measles (Rubeola) Titer	EA	\$29 40	\$29 99	\$30 59	\$31 20	
Q	Mumps Titer	EA	\$50 89	\$51 91	\$52 95	\$54 01	
R	Rubella (German Measles) Titer	EA	\$29 40	\$29 99	\$30 59	\$31 20	
S	Tuberculosis Test (PPD)	EA	\$15 84	\$16 15	\$16 48	\$16 80	
T	Tuberculosis Test (QTBTSPOT)	EA	\$96 13	\$98 05	\$100 01	\$102 01	
U	Meningitis	EA	\$135 00	\$137 70	\$140 45	\$143 26	
V	Twinrix Vaccine	EA	\$198 00	\$201 96	\$206 00	\$210 12	
18.0	Drug & Alcohol Testing						
A	Breath Alcohol Concentration (BAC)	EA	\$24 88	\$25 38	\$25 89	\$26 40	
B	Saliva Alcohol Test	EA	\$50 00	\$51 00	\$52 02	\$53 06	
C	Confirmation Test	EA	\$12 44	\$12 69	\$12 94	\$13 20	
D	Bundled Lab & MRO Services	EA	\$47 50	\$48 45	\$49 41	\$50 40	
E	On-site Urine Specimen Collection	EA	\$33 93	\$34 61	\$35 30	\$36 00	
F	On-site Breath Alcohol Concentration (BAC)	EA	\$24 88	\$25 38	\$25 89	\$26 40	
G	Walk-in Urine Specimen Collection at PPA	EA	\$33 93	\$34 61	\$35 30	\$36 00	
H	Walk-in Breath Alcohol Concentration (BAC)	EA	\$24 88	\$25 38	\$25 89	\$26 40	
I	Post-Accident	EA	\$47 50	\$48 45	\$49 41	\$50 40	
J	Fitness-For-Duty Exam	HR	\$299 70	\$305 70	\$311 81	\$318 05	
K	Random Drug Screens (16 0 on RFP)	EA	\$47 50	\$48 45	\$49 41	\$50 40	
K	Non-DOT Drug Screen 5 panel	EA	\$47 50	\$48 45	\$49 41	\$50 40	
L	Rapid Non-DOT Drug Test 10 panel	EA	\$47 50	\$48 45	\$49 41	\$50 40	

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19.0	Split-Specimen Substance Abuse Testing, Medical Exams, Follow-Up Services							
A	Urine Collection	EA	\$33.93	\$34.61	\$35.30	\$36.00		
B	Laboratory Analysis	EA	\$0.00	\$0.00	\$0.00	\$0.00		
C	MRO Review –Negative	EA	\$13.57	\$13.84	\$14.12	\$14.40		
D	MRO Review –Positive	EA	\$13.57	\$13.84	\$14.12	\$14.40		
E	Laboratory Analysis–Split specimen analysis at 2nd lab	EA	\$299.70	\$305.70	\$311.81	\$318.05		
G	On-Site Testing Staff (Per staff member per hour)	HR	\$56.55	\$57.88	\$58.84	\$60.01		
J	Employee Assistance Professional Services	HR	\$96.13	\$98.05	\$100.01	\$102.01		
20.0	Special Exams & Services							
A	Thallium Diagnostic Stress Test (at qualified hospital/facility)	EA	\$1,966.50	\$2,005.83	\$2,045.95	\$2,086.87		
B	Stress Echocardiogram (Cardiologist recommendation in lieu of Thallium Stress Test)	EA	\$904.78	\$922.87	\$941.33	\$960.16		
C	Two-View X-ray (Lateral and PA)	EA	\$45.24	\$46.14	\$47.07	\$48.01		
D	Functional Capacity Evaluation	EA	\$1,300.00	\$1,326.00	\$1,352.52	\$1,379.57		
E	Psychological Evaluation	HR	\$479.54	\$489.13	\$498.91	\$508.89		
F	Independent Medical Evaluation	HR	\$299.70	\$305.70	\$311.81	\$318.05		
G	Medical Director Services	HR	\$299.70	\$305.70	\$311.81	\$318.05		
H	No-Show Fee (failure to present for scheduled examination/session)	EA	\$50.00	\$51.00	\$52.02	\$53.06		
I	For scheduled procedure (less than 2-hour procedure)	EA	\$50.00	\$51.00	\$52.02	\$53.06		
J	For scheduled procedure (more than 2-hour procedure)	EA	\$50.00	\$51.00	\$52.02	\$53.06		
K	Case Manager Services	HR	\$84.82	\$86.51	\$88.24	\$90.01		
L	Fit-Testing for Air Purifying Respirator	EA	\$19.23	\$19.61	\$20.01	\$20.41		
M	Fit Test N-95	EA	\$38.45	\$39.22	\$40.00	\$40.80		
N	Audiometry Testing Services (& comparison)	EA	\$258.75	\$263.93	\$269.20	\$274.59		
O	ADA Medical Review	HR	\$318.00	\$324.36	\$330.85	\$337.46		
P	DOT Physical Exam	EA	\$96.13	\$98.05	\$100.01	\$102.01		
Q	CDL/DOT Medical Card	EA	\$22.61	\$23.07	\$23.53	\$24.00		
R	Substance Abuse Training	HR	\$350.00	\$350.00	\$350.00	\$350.00		
S	HgbA1C	EA	\$43.00	\$45.00	\$46.00	\$47.00		
T	Vitamin D Lab Testing	EA	\$38.00	\$40.00	\$41.00	\$42.00		
21.0	Physical/Occupational Therapy Evaluation							
A	Work Conditioning Assessment	EA	\$452.39	\$461.44	\$470.66	\$480.08		
B	Modified Functional Capacity Evaluation	EA	\$169.65	\$173.04	\$176.50	\$180.03		
C	Site Visit	HR	\$113.09	\$115.36	\$117.66	\$120.02		
D	Job Analysis	HR	\$113.09	\$115.36	\$117.66	\$120.02		
E	Fitness for Duty Exam	HR	\$299.70	\$305.70	\$311.81	\$318.05		
E	Back Fitness Test	EA	\$80.00	\$81.60	\$83.23	\$84.90		

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22.0		Physical/Occupational Therapy						
A	Occupational Therapy (30- to 60-minute session 2-3 times per week to restore strength, flexibility and endurance)	Session	\$73.52	\$74.99	\$76.49	\$78.02		
B	Functional Physical Therapy (60-minute session two or three times per week with exercise for work-related functional tasks)	Session	\$73.52	\$74.99	\$76.49	\$78.02		
C	Work Conditioning (4-hour sessions, 5 days per week, with physical conditioning and job-related functional tasks)	Session	\$73.52	\$74.99	\$76.49	\$78.02		
D	Work Hardening (up to 8-hour sessions, 5 days per week, from interdisciplinary team addressing physical, functional, vocational and behavioral needs)	Session	\$73.52	\$74.99	\$76.49	\$78.02		
E	Maintenance Exercise Program (access to exercise equipment to retain physical and functional capacity)	Month	\$360.00	\$367.20	\$374.54	\$382.03		
23.0		Health & Wellness Services						
A	Fitness "Ask the Expert" Booth	HR	\$400.00	\$408.00	\$416.16	\$424.48		
B	Nutrition "Ask the Expert" Booth	HR	\$400.00	\$408.00	\$416.16	\$424.48		
C	Wellness Coordinator Services	MO	\$6,018.00	\$6,138.36	\$6,261.13	\$6,386.35		
D	Other Health & Wellness	HR	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL			\$0.00	\$0.00	\$0.00	\$0.00		
(Items 18.0 through 23.0)								
GRAND TOTAL			\$0.00	\$0.00	\$0.00	\$0.00		
PRICING REMAINS FIXED FOR THE DURATION OF THE CONTRACT.								
Quantities listed are subject to change at any time during the term of the contract.								