



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

RIDER AGREEMENT NO. 23-POL-R-489

THIS AGREEMENT (hereinafter "Agreement") is made 1/20/2023 by the County, between **INOVA HEALTH CARE SERVICES** ("Contractor"), a corporation with a place of business at 8110 Gatehouse Road Falls Church 22042 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 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, **Exhibit A Contract# 482784**, dated **November 18, 2022**, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by **the County of Loudoun, Virginia**, and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with **the County of Loudoun, Virginia**. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement 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 services for the County ("Work") shall commence **January 1, 2023**, of the Agreement by the County", and shall be completed no later than **December 31, 2025**("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if **the County of Loudoun, Virginia** renews their agreement identified in **Exhibit A**, the County may elect to renew this Agreement under the same contract terms for four (4) one-year renewal periods from **January 1, 2026**, to **December 31, 2029** ("Subsequent Contract Term"). However, if **the County of Loudoun, Virginia** does NOT renew their agreement identified in Exhibit A, this Agreement shall expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish physical assessments and other occupational health medicine services according to the scope in Exhibit A. Any work outside the scope identified in the lead agencies agreement shall be authorized as part of this Rider agreement.

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 which seeks to obtain the Work pursuant to this Contract. 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. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate 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 expense.

7. 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.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. 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 thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. 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 by 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:

Marina Manarin
Inova Health Care Services
8110 Gatehouse Road
Falls Church 22042
marina.manarin@inova.org
Phone: 571.472.0168

TO THE COUNTY:

Captain David Green Jr.

Arlington County Police Department
1425 N. Courthouse Rd, 7th floor
Arlington, VA 22201
Dgreen2@arlingtonva.us
Phone: (703) 228-4188

AND

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

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

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

11. ARLINGTON COUNTY BUSINESS LICENSES

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

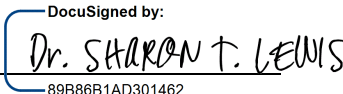
12. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

INOVA HEALTH CARE SERVICES

AUTHORIZED SIGNATURE:  89B86B1AD301462...

AUTHORIZED SIGNATURE:  02926922FADA4E3...

NAME: DR. SHARON T. LEWIS

NAME: Marina Manarin

TITLE: PURCHASING AGENT

TITLE: Account Manager/Contracting officer

DATE: 1/26/2023

DATE: 1/20/2023

RFQ 482784

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of January 2023, 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 May 25, 2022 (Exhibit I); and the County's Request for Proposal (RFP) dated April 27, 2022 (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).

- A. Patient consultation services and referral information as needed.
- B. Consultation services to the County as needed on all aspects of Occupational Health matters.
- C. Medical Director

1. One (1) 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.
2. 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.
3. The Medical Director shall:
 - a. Provide oversight and medical input for all protocols, policies and testing procedures.
 - b. 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.
 - c. Review final reports prepared by other Contractor physicians and verify they accurately reflect the individual's abilities or limitations.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. 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.

- h. Review and evaluate results of a Psychological Evaluation.
- i. 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.

D. Medical Review Officer (MRO)

1. One (1) individual will serve as the **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.
2. 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.
3. The Medical Review Officer shall:
 - a. Receive all drug test results directly from the NIDA-certified laboratory.
 - b. Review and interpret all individuals drug and alcohol test results.
 - c. For a positive test result, the MRO will:
 - 1) Review the original or a certified copy of the chain-of- custody form for any irregularity.
 - 2) 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.
 - 3) 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 an MRO positive test result.

- 4) 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.
- d. 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.
- e. Ensure that "blind" quality control specimens and validity testing are conducted by the testing laboratory on behalf of County and report the results.
- f. Ensure that confidential record retention is maintained according to DOT guidelines.
- g. 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

- A. 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.

- A. 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.
- B. 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.
- C. Provide immunizations including but not limited to Hepatitis B vaccine, Tetanus, Diphtheria and Tuberculosis as required for certain County employees and volunteers.
- D. Ability to provide COVID-19 vaccines during annual or periodic physical appointments if medically indicated and as requested, with an option to include COVID-19 vaccination as part of the annual flu shot clinics.

1.4 Medical Examinations (see Appendix A to RFP)

A. General Requirements

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

1. 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.
2. Electrocardiogram with physician's interpretation. If needed, the employee or volunteer must be able to take the monitoring pack home for overnight monitoring.
3. Chest X-ray must be performed by a Certified Radiological Technologist with interpretation by a Board-certified Radiologist.
4. 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

5. Blood analysis must be performed by a clinical laboratory enrolled in an approved proficiency testing program and licensed by the Commonwealth of Virginia.
6. 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.
7. 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.
8. 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).
9. Vision Exam including near and far acuity for each eye and both eyes, color perception (pseudo isochromatic plate testing) and peripheral vision.
10. Stress Testing must be performed at a minimum by a Certified Cardiographic Technician with interpretation by a Board certified Cardiologist.

B. 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.

1. Asbestos testing, 29 CFR 1910.1001.
2. Audiometric testing, 29 CFR Part 1910.95, Noise Standard (as specified in 5.4.1 (c).

3. Hazardous Materials Medical Surveillance in accordance with National Institute for Occupational Safety and Health Occupational Safety and Health Administration and Environmental Protection Agency (NIOSH/OSHA/EPA) regulations and recommendations under 29 CFR Parts 1900-1910, Hazardous Materials Screening, with particular attention to Part 1910.134, Respirator Protection.
4. Post-exposure evaluation and follow-up in accordance with current occupational exposure to the current 29 CFR Part 1910.1030, Blood borne Pathogens.
5. Psychological Evaluation performed only when specifically requested.
6. Lead testing.
7. HgbA1C% based on Medical History and Risk Factors.
8. Testing for the Hepatitis B Surface antibody.
9. 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).
10. Vitamin D level screening.
11. Body Fat / Body Mass Index (BMI).
12. Framingham Risk Score.
13. 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.
14. Purified Protein Derivative (PPD) Test & Quantiferon (QFT) Test for Tuberculosis.
15. Functional Capacity Evaluation to include Body Fat / Body Mass Index (BMI).
16. 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.
17. 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.

C. Option for Air-Purifying Respirator Fit Testing

1. 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.
2. If the County provides the fit testing equipment to the Contractor, the County will be responsible for the following:
 - a. Provide fit testing equipment and software
 - b. Provide equipment supplies
 - c. Provide coordination for equipment maintenance repairs and calibrations
 - d. Provide for security of and for maintaining equipment records at Loudoun County Sheriff's Office Facilities
 - e. Provide orientation training on the fit testing equipment for Contractor's staff
3. 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.

D. Pre-placement/Baseline Examinations

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 lifestyle review with special emphasis on smoking history, diet and exercise habits.

E. 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 Appendices to the RFP.

1. Two-Part Physical: At the option of each department's authorized coordinator (Appendix E). Incumbent physicals will be offered using a two-part methodology:
 - a. 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.
 - b. 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.

2. 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.

F. Random Drug / Substance Abuse Testing

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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 (BAT). If the Saliva Alcohol test result is positive, the BAT test must be performed.
8. Have a random drug screen management program with the ability to provide random list generation, maintenance and selection.
9. Specimen Collection
 - a. 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.
 - b. 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.
 - c. 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.

- d. Perform all collection and laboratory work with County authorized personnel and equipment.
 - e. Contractor must have mobile collection capabilities.
10. Contractor must have the minimum qualifications as outlined in Department of Transportation's Subpart A. Section 40.27 of Title 49 CFR, Part 40.
11. Reporting Test Results
- a. 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.
 - b. For non-CDL individuals, test results shall be reported to the County's Risk Management designee by telephone to be followed by transmission by using a secure email system or secure facsimile.
 - c. The laboratory shall provide to the County a quarterly statistical summary of urinalysis testing including all information as specified in 49, CFR, Part 40.
12. Records Compliance and Retention
- Provide data required to be maintained by the County, for drivers covered under the DOT/FHWA regulations, including:
- a. Records of inspection and maintenance of each Evidential Breath Testing Device (EBT) used in testing.
 - b. Records pertaining to the calibration of each EBT used in testing.
 - c. Documentation of compliance with the Quality Assurance Plan (QAP) for each BAT used in testing.
 - d. Records of the training and proficiency testing of each BAT used in testing.
 - e. The logbooks required by section 40.59 (c) of the regulations.
 - f. 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 injury or treatment, an individual may be required to obtain clearance from the Medical Director for return to work as required by the associated department and in consultation with County Risk Management. 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 evaluations.
- B. The Medical Director 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 to the RFP. 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.
 - c. Welltivia results shall be reported to the examinee within ten (10) business days after the exam. For two-part physical exams, the Welltivia results shall be reported to the examinee within ten (10) business days after the first part of the exam.

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.
3. 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

- A. 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.
- B. 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.

- C. 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.

A. 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.

1. Instructions for participants shall include the following information in easy to read format:
 - a. General outline and purpose of the testing procedure
 - b. How to prepare for the testing—rest, diet, medication, etc.
 - c. Clothing recommended for tests
 - d. Directions and map to test sites (including telephone number)
 - e. Parking locations
 - f. Directions to the check-in point at the facility
 - g. Approximate length of testing procedures.
2. 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.
3. The Contractor shall provide specimen collection policy, procedures, forms, and training associated with non-CDL drug and alcohol testing.
4. 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.

B. Scheduling

1. The Contractor shall assign at least one (1) scheduling coordinator at each facility designated under this contract to schedule appointments.
2. 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.
3. 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.
4. 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.
5. 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.
6. Part II physicals shall be scheduled to occur at the most conveniently located facility, or if applicable, via telemedicine, within thirty (30) calendar days after the completion of the Part I appointment.

C. Cancellation

1. 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.
2. 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

- A. 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.
- B. Performance guarantees may be based on a format that the Contractor chooses. However, the format must be acceptable to County and must be tracked and reconciled at the end of each performance period.
- C. 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.
- D. The County and the Contractor will 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 award, provide an appeals process, for approval by the County.

1.13 Training & Education

- A. 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.

B. 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

- A. 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.
- B. The Contractor must have the ability to provide confidential information and test results via a secure email system.
- C. 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.
- D. The Contractor shall open its facility a minimum of two (2) times per month on a weekend or weeknight. This weekend or weeknight will be scheduled in advance.

1.15 Confidentiality Regulations including Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR

- A. Adhere to the signed Loudoun County Business Associates Agreement (BAA) (Attachment I).
- B. Maintain confidentiality on all data collected in administration of this Contract. Data shall not be released without the prior written permission of the County.

2.0 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 Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator 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, 2023 through December 31, 2025.

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 four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, 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 during the initial term of the Contract or any renewal period.

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.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile 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
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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 forty-five (45) 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 certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General 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 and Automobile Liability. 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:VII.

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:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. 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 will be deemed confidential and proprietary.
- c. Any certificates provided shall indicate the Contract name and number.
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. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. 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.
- G. 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.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor in the performance of Contractor's obligations under this Contract. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For

purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. 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 to 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 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

2.11 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.

2.12 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.

2.13 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.

2.14 Drug-free Workplace

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

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 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 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.

2.15 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.16 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.

2.17 Substitutions

A. 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.

A. The Contractor must submit copies of the following for all personnel, including but not limited to physicians, physician assistants, nurse practitioners, nurses, and technicians, within thirty (30) days of any changes that occur during the term of the contract. Before new personnel involved in medical aspects of this Contract are assigned to examine patients, the Contractor shall submit copies of the documentation below to the Contract Administrator.

1. License to practice medicine in the Commonwealth of Virginia,
2. Board certifications,
3. Job specific credentials, certifications and/or licensure to include but not limited to Radiology Technician Certifications, Cardiographic Technician Certifications, etc.,
4. Functional role each individual will play on this contract (i.e., services performed),
5. Any specialty areas in which an individual is working toward

Board certification,

6. Verification that each individual involved with audiometric testing meets credential and training requirements stated in the current 29 CFR Part 1910.95, OSHA Noise Standard,
7. Verification that each individual involved with asbestos screening meets credential and training requirements stated in the current 29 CFR Part 1910.1001, Asbestos Testing,
8. Verification that each individual involved with drug testing meets credential and training requirements stated in the current 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs: Final Rule,
9. Verification that each individual involved with hazardous materials screening meets credential and training requirements stated in the current 29 CFR Part 1900-1910,
10. Verification that the Contractor meets requirements stated in RFP Section 2.7, Liability Insurance

2.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

2.19 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 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.

2.20 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.

2.21 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

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 and shall include progress reports.

Invoices shall be submitted to:

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

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, 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.

2.22 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 and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

2.23 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

2.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.25 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.26 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.27 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.28 Notices

All notices and other communications hereunder 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 CONTRACTOR:

TO COUNTY:

Inova Health Care Services
Attn: Marina Manarin
8110 Gatehouse Road
Falls Church 22042

County of Loudoun, Virginia
Division of Procurement
Attn: Diane C. Smith

Via delivery method (a) or (b)
1 Harrison Street, SE, 1st Floor
Drop Box Labeled: Procurement
Bids and Proposals
Leesburg, VA 20175

Or

Via delivery method (c)
P.O. Box 7000
Leesburg, VA 20175

AND

County of Loudoun, Virginia
Department of Human Resources
Attn: Risk Management

Via delivery method (a) or (b)
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Or

Via delivery method (c)
P.O. Box 7000
Leesburg, VA 20175

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

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.

2.29 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.

2.30 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.

2.31 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

2.32 Background Checks

Background checks of contractor employees and/or subcontractors may be conducted at the discretion of the County after the Contractor identifies those persons who will be working under the Agreement. When this occurs, the Contractor shall not send any workers to the job site whose information has not been provided for the County's background check. The background checks will be paid for by the County. If it is determined in the County's sole judgment, that an individual is not suitable due to the results of a background check, the County has right of refusal for that individual. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the County Contract Administrator.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. 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. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

2.33 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.

2.34 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.

2.35 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 event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.36 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.37 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

2.38 HIPAA

The Contractor hereby certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 [HIPAA] (Public Law 104-191) Privacy Rule. The Contractor agrees that upon termination of this Agreement, it will return or destroy all protected health information (PHI) received from County. If return or destruction is not possible, Contractor will extend the protection of the Agreement to the information and limit further uses and disclosures that make the return or destruction impossible. The Contractor also agrees to use reasonable administrative, technical and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from the County and that it will protect the health information against reasonable anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information. The Contractor shall be obligated by this Agreement to advise the County within forty-eight (48) hours of occurrence of any HIPAA Privacy Rule violations.

In the event the County becomes aware of a HIPAA violation, the County will take reasonable steps up to and including termination of this Agreement to ensure that the Contractor ends the violation. Failure to end the violation will result in County notification of the federal, state and local authorities.

3.0 COMPENSATION

Compensation shall be per the Inova Pricing Page Final, dated August 19, 2022, attached and incorporated herein.

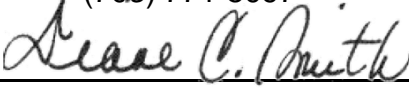
[SIGNATURES ON THE FOLLOWING PAGE]

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

Phone: (571) 258-3190

Fax: (703) 771-5097

By: 

Name: Diane C. Smith, NIGP-CPP/CPB

Title: Assistant Purchasing Agent

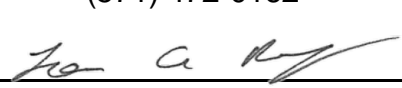
Date: November 18, 2022

INOVA HEALTH CARE SERVICES

8110 Gatehouse Road
Falls Church, VA 22042

Phone: (571) 472-0159

Fax: (571) 472-0162

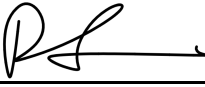
By: 

Name: Loren A. Rufino

Title: SVP Periop Services, Administrator, Surgery Service Line

Date: 11/18/2022

APPROVED AS TO FORM

By: 

Robert J. Sproul
Assistant County Attorney

PRICING PAGE

PRICING SCHEDULE: RFQ 482784 - OCCUPATIONAL HEALTH SERVICES													
BASE PERIOD - THREE YEARS FROM DATE OF AWARD (PER YEAR)						1ST RENEWAL OPTION	2ND RENEWAL OPTION	3RD RENEWAL OPTION	4TH RENEWAL OPTION				
MEDICAL EXAMINATIONS		QTY UOM											
1.0	Pre-placement - Firefighters in accordance with NFPA1582	357	EA	\$	965.00	\$	1,013.25	\$	1,063.91	\$	1,117.11	\$	1,172.96
2.0	Periodic (Base Exam) - Firefighters in accordance with NFPA1582	757	EA	\$	400.00	\$	420.00	\$	441.00	\$	463.05	\$	486.20
A.	Chest x-ray (price separately - required every 2 years)		EA	\$	55.00	\$	57.75	\$	60.64	\$	63.67	\$	66.85
B.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$	350.00	\$	367.50	\$	385.88	\$	405.17	\$	425.43
C.	Prostatic Specific Antigen "PSA" (age based)		EA	\$	60.00	\$	63.00	\$	66.15	\$	69.46	\$	72.94
D.	Mammography (age based / if needed)		EA	\$	325.00	\$	341.25	\$	358.31	\$	376.23	\$	395.04
3.0	Pre-placement (Base Exam) - Sworn Deputies	70	EA	\$	850.00	\$	871.61	\$	915.20	\$	960.95	\$	1,009.00
A.	Prostatic Specific Antigen (PSA)		EA	\$	60.00	\$	63.00	\$	66.15	\$	69.45	\$	72.94
B.	Mammography (age based / if needed)		EA	\$	325.00	\$	341.25	\$	358.31	\$	376.23	\$	395.04
4.0	Periodic (Base Exam) - Sworn Deputies	573	EA	\$	445.00	\$	467.25	\$	490.61	\$	515.14	\$	540.90
A.	Chest x-ray (price separately - required every 3 years)		EA	\$	55.00	\$	57.75	\$	60.64	\$	63.67	\$	66.85
B.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$	350.00	\$	367.50	\$	385.88	\$	405.17	\$	425.43
C.	Resting EKG (if Treadmill Stress Test is not required)		EA	\$	75.00	\$	78.75	\$	82.69	\$	86.82	\$	91.16
D.	Mammography (age based / if needed)		EA	\$	325.00	\$	341.25	\$	358.31	\$	376.23	\$	395.04
5.0	Pre-placement/Periodic - Crossing Guards	46	EA	\$	355.00	\$	372.75	\$	391.39	\$	410.96	\$	431.50
6.0	Pre-placement/Periodic - Public Safety Dispatchers	5	EA	\$	355.00	\$	372.75	\$	391.39	\$	410.96	\$	431.50
7.0	Pre-placement - Maintenance Staff & Heavy Equipment Operators	1	EA	\$	225.00	\$	236.25	\$	248.06	\$	260.47	\$	273.49
8.0	Periodic - Maint. Staff & Heavy Equipment Operators	0	EA	\$	145.00	\$	152.25	\$	159.86	\$	167.86	\$	176.25
9.0	Pre-placement (Base Exam) - Animal Services	8	EA	\$	1,100.00	\$	1,155.00	\$	1,212.75	\$	1,273.39	\$	1,337.06
A.	Prostatic Specific Antigen "PSA" (age based)		EA	\$	60.00	\$	63.00	\$	66.15	\$	69.46	\$	72.93
B.	Rabies Vaccine or Titer Check (every 2 years)		EA	\$	225.00	\$	236.25	\$	248.06	\$	260.47	\$	273.49
10.0	Periodic (Base Exam) - Animal Services (Officers Only)	0	EA	\$	460.00	\$	483.00	\$	507.15	\$	532.51	\$	559.13
A.	Chest x-ray (price separately - required every 3 years)		EA	\$	55.00	\$	57.75	\$	60.64	\$	63.67	\$	66.85
B.	Prostatic Specific Antigen "PSA" (age based)		EA	\$	60.00	\$	63.00	\$	66.15	\$	69.46	\$	72.93

PRICING SCHEDULE: RFQ 482784 - OCCUPATIONAL HEALTH SERVICES											
BASE PERIOD - THREE YEARS FROM DATE OF AWARD (PER YEAR)					1ST RENEWAL OPTION	2ND RENEWAL OPTION	3RD RENEWAL OPTION	4TH RENEWAL OPTION			
C.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$ 350.00	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43			
D.	Rabies Vaccine or Titer Check (every 2 years)		EA	\$ 225.00	\$ 236.25	\$ 248.06	\$ 260.47	\$ 273.49			
E.	Mammography (age based / if needed)		EA	\$ 325.00	\$ 341.25	\$ 358.31	\$ 376.23	\$ 395.04			
11.0	Pre-placement (Base Exam) - Juvenile Detention Center	7	EA	\$ 525.00	\$ 551.25	\$ 578.81	\$ 607.75	\$ 638.14			
A.	Prostatic Specific Antigen "PSA" (age based)		EA	\$ 60.00	\$ 63.00	\$ 66.15	\$ 69.46	\$ 72.93			
B.	Treadmill Stress Test (price separately - requirement based on age)		EA	\$ 350.00	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43			
12.0	Passenger Vehicle Operators	55	EA	\$ 165.00	\$ 173.25	\$ 181.91	\$ 191.01	\$ 200.56			
13.0	Asbestos Surveillance Examinations	QTY UOM									
A.	Pre-placement Examination (Baseline)		EA	\$ 275.00	\$ 288.75	\$ 303.19	\$ 318.35	\$ 334.26			
B.	Annual Examination		EA	\$ 275.00	\$ 288.75	\$ 303.19	\$ 318.35	\$ 334.26			
C.	Exit Examination		EA	\$ 275.00	\$ 288.75	\$ 303.19	\$ 318.35	\$ 334.26			
14.0	Hazardous Materials Surveillance Examinations	QTY UOM									
A.	Pre-placement Examination (Baseline)		EA	\$ 1,125.00	\$ 1,181.25	\$ 1,240.31	\$ 1,302.33	\$ 1,367.44			
B.	Hazmat Questionnaire		EA	\$ 36.00	\$ 37.80	\$ 39.69	\$ 41.67	\$ 43.76			
C.	Periodic Examination	73	EA	\$ 940.00	\$ 987.00	\$ 1,036.35	\$ 1,088.17	\$ 1,142.58			
D.	Exit Examination		EA	\$ 750.00	\$ 787.50	\$ 826.88	\$ 868.22	\$ 911.63			
	TOTAL			\$-	\$-	\$-	\$-				
	(Items 1.0 through 14.0)										
15.0	OTHER SERVICES	QTY UOM									
A.	Hepatitis A Antibody IGM		HR	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16			
B.	Hepatitis A Vaccine		EA	\$ 97.91	\$ 102.81	\$ 107.95	\$ 113.35	\$ 119.01			
C.	Exposure consultation (includes Hepatitis B antibody or antigen, Hepatitis C antibody, HbSAb, and HIV tests)		HR	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17			
B.	Hepatitis B Vaccination (3-dose series)		Series	\$ 295.08	\$ 309.84	\$ 325.33	\$ 341.59	\$ 358.67			
C.	Recombivax Booster (if Hepatitis B vaccination does not convert)		EA	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55			
D.	HIV Antibody (for Firefighters)		EA	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55	\$ 127.63			
E.	HIV 2 Antibody (for Firefighters)		EA	\$ 150.00	\$ 157.50	\$ 165.38	\$ 173.64	\$ 182.33			
F.	Tetanus Shot		EA	\$ 74.00	\$ 77.70	\$ 81.59	\$ 85.66	\$ 89.95			
G.	Hyperimmune globulin (HBIG) [Average dose 4 cc] (per cc)		EA	\$ 250.00	\$ 262.50	\$ 275.63	\$ 289.41	\$ 303.88			
H.	Random Pool Administration		EA	\$ 375.00	\$ 393.75	\$ 413.44	\$ 434.11	\$ 455.81			
I.	HIV Starter Kit (3-day supply)	QTY UOM									
	Crxivan		EA	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55			

PRICING SCHEDULE: RFQ 482784 - OCCUPATIONAL HEALTH SERVICES												
BASE PERIOD - THREE YEARS FROM DATE OF AWARD (PER YEAR)					1ST RENEWAL OPTION		2ND RENEWAL OPTION		3RD RENEWAL OPTION		4TH RENEWAL OPTION	
	Epivir		EA	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.25	\$ 79.01				
	Retrovir		EA	\$ 90.00	\$ 94.50	\$ 99.23	\$ 104.19	\$ 109.40				
J.	Polymerase Chain Reaction (PCR)		EA	\$ 325.00	\$ 341.25	\$ 358.31	\$ 376.23	\$ 395.04				
K.	Hepatitis C virus	QTY UOM										
	RIBA (Radio-immune Blot Assay)		EA	\$ 325.00	\$ 341.25	\$ 358.31	\$ 376.23	\$ 395.04				
	PCR (Polymerase Chain Reaction)		EA	\$ 325.00	\$ 341.25	\$ 358.31	\$ 376.23	\$ 395.04				
	Liver Enzymes		EA	\$ 55.50	\$ 58.28	\$ 61.19	\$ 64.25	\$ 67.46				
16.0	Immunizations	QTY UOM										
A.	Tetanus/Diphtheria (booster every 10 years)		EA	\$ 74.00	\$ 77.70	\$ 81.59	\$ 85.66	\$ 89.95				
B.	Poliomyelitis (Polio: 3-vaccination series if not received in childhood)		EA	\$ 575.00	\$ 603.75	\$ 633.94	\$ 665.63	\$ 698.92				
C.	Rubella Titer		EA	\$ 37.00	\$ 38.85	\$ 40.79	\$ 42.83	\$ 44.97				
D.	Influenza		EA	\$ 38.00	\$ 39.90	\$ 41.90	\$ 43.99	\$ 46.19				
E.	Hepatitis A (2 doses 6 to 9 months apart) (per dose)		EA	\$ 97.91	\$ 102.81	\$ 107.95	\$ 113.34	\$ 119.01				
	[For firefighters & employees with exposure to Potomac River waters]											
F.	Hepatitis B Vaccine (3-dose series)		EA	\$ 295.08	\$ 309.83	\$ 325.33	\$ 341.59	\$ 358.67				
G.	Hepatitis B Titer		EA	\$ 55.00	\$ 57.75	\$ 60.64	\$ 63.67	\$ 66.85				
H.	Hepatitis A Antibody		EA	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16				
I.	Hepatitis C Antibody		EA	\$ 80.00	\$ 84.00	\$ 88.20	\$ 92.61	\$ 97.24				
J.	Hepatitis C Confirmation		EA	\$ 325.00	\$ 341.25	\$ 358.31	\$ 376.23	\$ 395.04				
K.	Rabies		EA	\$ 425.00	\$ 446.25	\$ 468.56	\$ 491.99	\$ 516.59				
L.	Varicella (Chicken pox) vaccine		EA	\$ 205.00	\$ 215.25	\$ 226.01	\$ 237.31	\$ 249.18				
M.	Varicella Titer		EA	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16				
N.	MMR (Measles-Mumps-Rubella) Vaccine		EA	\$ 125.00	\$ 131.25	\$ 137.81	\$ 144.70	\$ 151.94				
O.	MMR Titer		EA	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17				
P.	Measles (Rubeola) Titer		EA	\$ 35.00	\$ 36.75	\$ 38.58	\$ 40.52	\$ 42.54				
Q.	Mumps Titer		EA	\$ 60.00	\$ 63.00	\$ 66.15	\$ 69.46	\$ 72.93				
R.	Rubella (German Measles) Titer		EA	\$ 35.00	\$ 36.75	\$ 38.58	\$ 40.52	\$ 42.54				
S.	Tuberculosis Test (PPD)		EA	\$ 30.00	\$ 31.50	\$ 33.08	\$ 34.73	\$ 36.47				
T.	Tuberculosis Test (QTBT/SPOT)		EA	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55	\$ 127.63				
U.	Meningitis		EA	\$ 175.00	\$ 183.75	\$ 192.94	\$ 202.58	\$ 212.71				
V.	Twinrix Vaccine		EA	\$ 231.66	\$ 243.24	\$ 255.41	\$ 268.18	\$ 281.58				
W.	COVID-19 Vaccine		EA	TBD	TBD	TBD	TBD	TBD				
18.0	Drug & Alcohol Testing	QTY UOM										

PRICING SCHEDULE: RFQ 482784 - OCCUPATIONAL HEALTH SERVICES										
BASE PERIOD - THREE YEARS FROM DATE OF AWARD (PER YEAR)					1ST RENEWAL OPTION	2ND RENEWAL OPTION	3RD RENEWAL OPTION	4TH RENEWAL OPTION		
A.	Breath Alcohol Concentration (BAC)		EA	\$ 36.50	\$ 38.33	\$ 40.24	\$ 42.25	\$ 44.37		
B.	Saliva Alcohol Test		EA	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.25	\$ 79.01		
C.	Confirmation Test		EA	\$ 30.00	\$ 31.50	\$ 33.08	\$ 34.73	\$ 36.47		
D.	Bundled Lab & MRO Services		EA	\$ 55.00	\$ 57.75	\$ 60.64	\$ 63.67	\$ 66.85		
E.	On-site Urine Specimen Collection		EA	\$ 60.00	\$ 63.00	\$ 66.15	\$ 69.46	\$ 72.93		
F.	On-site Breath Alcohol Concentration (BAC)		EA	\$ 36.50	\$ 38.33	\$ 40.24	\$ 42.25	\$ 44.37		
G.	Walk-in Urine Specimen Collection at PPA		EA	\$ 55.00	\$ 57.75	\$ 60.64	\$ 63.67	\$ 66.85		
H.	Walk-in Breath Alcohol Concentration (BAC)		EA	\$ 36.50	\$ 38.33	\$ 40.24	\$ 42.25	\$ 44.37		
I.	Post-Accident		EA	\$ 60.00	\$ 63.00	\$ 66.15	\$ 69.46	\$ 72.93		
J.	Fitness-For-Duty Exam		HR	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43	\$ 446.70		
K.	Random Drug Screens (15.0 in RFP)		EA	\$ 55.00	\$ 57.75	\$ 60.64	\$ 63.67	\$ 66.85		
K.	Non-DOT Drug Screen 5 panel		EA	\$ 55.00	\$ 57.75	\$ 60.64	\$ 63.67	\$ 66.85		
L.	Rapid Non-DOT Drug Test 10 panel		EA	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.25	\$ 79.01		
19.0	Split-Specimen Substance Abuse Testing, Medical Exams, Follow-Up Services	QTY UOM								
A.	Urine Collection		EA	\$ 55.00	\$ 57.75	\$ 60.64	\$ 63.67	\$ 66.85		
B.	Laboratory Analysis		EA	\$ -	\$ -	\$ -	\$ -	\$ -		
C.	MRO Review --Negative		EA	\$ 17.00	\$ 17.85	\$ 18.74	\$ 19.68	\$ 20.66		
D.	MRO Review --Positive		EA	\$ 17.00	\$ 17.85	\$ 18.74	\$ 19.68	\$ 20.66		
E.	Laboratory Analysis--Split specimen analysis at 2nd lab		EA	\$ 350.00	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43		
G.	On-Site Testing Staff (Per staff member per hour)		HR	\$ 90.00	\$ 94.50	\$ 99.23	\$ 104.19	\$ 109.40		
J.	Employee Assistance Professional Services		HR	\$ 135.00	\$ 145.00	\$ 160.00	\$ 165.00	\$ 170.00		
20.0	Special Exams & Services	QTY UOM								
A.	Thalium Diagnostic Stress Test (at qualified hospital/facility)		EA	\$ 2,300.77	\$ 2,415.81	\$ 2,536.60	\$ 2,663.43	\$ 2,796.60		
B.	Stress Echocardiogram (Cardiologist recommendation in lieu of Thalium Stress Test)		EA	\$ 1,058.58	\$ 1,111.51	\$ 1,167.08	\$ 1,225.44	\$ 1,286.71		
C.	Two-View X-ray (Lateral and PA)		EA	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.25	\$ 79.01		
D.	Functional Capacity Evaluation		EA	\$ 1,750.00	\$ 1,837.50	\$ 1,929.38	\$ 2,025.84	\$ 2,127.14		
E.	Psychological Evaluation		HR	\$ 550.00	\$ 577.50	\$ 606.38	\$ 636.69	\$ 668.53		
F.	Independent Medical Evaluation		HR	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43	\$ 446.70		
G.	Medical Director Services		HR	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43	\$ 446.70		

PRICING SCHEDULE: RFQ 482784 - OCCUPATIONAL HEALTH SERVICES										
BASE PERIOD - THREE YEARS FROM DATE OF AWARD (PER YEAR)					1ST RENEWAL OPTION	2ND RENEWAL OPTION	3RD RENEWAL OPTION	4TH RENEWAL OPTION		
H.	No-Show Fee (failure to present for scheduled examination/session)		EA	\$ 200.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10		
I.	For scheduled procedure (less than 2- hour procedure)		EA	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55	\$ 127.63		
J.	For scheduled procedure (more than 2- hour procedure)		EA	\$ 200.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10		
K.	Case Manager Services		HR	\$ 99.00	\$ 103.95	\$ 109.15	\$ 114.60	\$ 120.34		
L.	Fit-Testing for Air Purifying Respirator		EA	\$ 45.00	\$ 47.25	\$ 49.61	\$ 52.09	\$ 54.70		
M.	Fit Test N-95		EA	\$ 45.00	\$ 47.25	\$ 49.61	\$ 52.09	\$ 54.70		
N.	Audiometry Testing Services (& comparison)		EA	\$ 300.00	\$ 315.00	\$ 330.75	\$ 347.29	\$ 364.65		
O.	ADA Medical Review		HR	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43	\$ 446.70		
P.	DOT Physical Exam		EA	\$ 110.00	\$ 115.50	\$ 121.28	\$ 127.34	\$ 133.71		
Q.	CDL/DOT Medical Card		EA	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.94	\$ 30.39		
R.	Substance Abuse Training		HR	\$ 350.00	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43		
S.	HgbA1C		EA	\$ 50.00	\$ 52.50	\$ 55.13	\$ 57.88	\$ 60.78		
T.	Vitamin D Lab Testing		EA	\$ 45.00	\$ 47.25	\$ 49.61	\$ 52.09	\$ 54.70		
U.	Resting Echocardiogram		EA	\$ 716.90	\$ 752.75	\$ 790.38	\$ 829.90	\$ 871.40		
V.	CT Calcium Scan		EA	\$ 220.00	\$ 231.00	\$ 242.55	\$ 254.67	\$ 267.41		
21.0	Physical/Occupational Therapy Evaluation	QTY UOM								
A.	Work Conditioning Assessment		EA	\$ 525.00	\$ 551.25	\$ 578.81	\$ 607.75	\$ 638.14		
B.	Modified Functional Capacity Evaluation		EA	\$ 200.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10		
C.	Site Visit		HR	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17		
D.	Job Analysis		HR	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17		
E.	Fitness for Duty Exam		HR	\$ 367.50	\$ 385.88	\$ 405.17	\$ 425.43	\$ 446.70		
F.	Back Fitness Test		EA	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55		
22.0	Health & Wellness Services	QTY UOM								
A.	Fitness "Ask the Expert" Booth		HR	\$ 400.00	\$ 420.00	\$ 441.00	\$ 463.00	\$ 486.00		
B.	Nutrition "Ask the Expert" Booth		HR	\$ 400.00	\$ 420.00	\$ 441.00	\$ 463.00	\$ 486.00		
C.	Wellness Coordinator Services*		MO	\$ 10,960.00	\$11,508.00	\$ 12,083.00	\$12,688.00	\$13,322.00		
D.	Other Health & Wellness*		HR							
	TOTAL			\$-	\$-	\$-	\$-	\$-		
	(Items 15.0 through 22.0)									
	GRAND TOTAL			\$-	\$-	\$-	\$-	\$-		
PRICING REMAINS FIXED FOR THE DURATION OF THE CONTRACT.										

*full time

* refer to our Inova Well catalog 2022 of services for pricing of ala carte Wellness Services

ATTACHMENT I



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the **1st of January, 2023** by and between the County of Loudoun, Virginia (herein referred to as “Covered Entity” or “County”) and **Inova Health Care Services** (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of **January 1, 2023**.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Human Resources, Benefits Program** as a **health care component administrator of a health plan** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

1. Definitions:

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.
- (c) HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. Obligations and Activities of Business Associate:

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (d) Business Associate agrees to report to the County within ten (10) calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware.
- (e) Business Associate agrees that in the event of a breach to provide the County within 15 calendar days of discovery of the breach with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached. Business Associate agrees to provide all other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (f) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (g) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (h) Business Associate agrees to make available protected health information in a designated record set to the County as necessary to satisfy the County's obligations under 45 CFR §164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1). Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within ten (10) calendar days.
- (i) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or individual's designee's request to amend information in a designated record set to the

County within ten (10) calendar days.

- (j) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days.
- (k) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (l) Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate:

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County Occupational Health Services provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements:
 - (i) Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
 - (ii) Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.
- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

4. Term:

- (a) Term: This BA Agreement shall be effective as of **January 1, 2023** and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

5. Termination:

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either
 - i) provide an opportunity for Business Associate to cure the violation, or
 - ii) terminate this BA Agreement.
- (b) Obligation of Business Associate Upon Termination:
 - (i) Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:
 - (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to the County the remaining protected health information;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retracts the protected health information;
 - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under Permitted Uses and Disclosures by Business Associate which applied prior to termination; and
 - (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
 - (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

6. Miscellaneous:

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.
- (c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

[SIGNATURE ON THE FOLLOWING PAGE]

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
Inova Health Care Services	Department of Human Resources
8110 Gatehouse Road	P.O. Box 7000
Falls Church, VA 22042	Leesburg, VA 20177
703-246-8824	571-258-3053
Marina Manarin	Rebekah Bofinger

Agreed: MaryBeth Ireland Date: November 17, 2022
Inova Signature

Title: Chief Privacy Officer

Agreed: Leanne C. Smith Date: November 18, 2022
Signature

Title: Assistant Purchasing Agent

**Original retained at the Procurement Office

Copy to **Department of Human Resources, Benefits Program**