

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 23-DHS-R-414  
AMENDMENT NUMBER 1**

This **Amendment Number 1** is made on the date of execution by the County and amends Agreement Number 23-DHS-R-414 (“Main Agreement”) dated January 10, 2022 between **Recovery Program Solutions of Virginia, Inc.** (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

**1. PROVISION 2. CONTRACT TERM IS REPLACED WITH THE FOLLOWING:**

**2. CONTRACT TERM**

The Contractor’s provision of goods and services for the County (“Work”) shall commence upon the execution of the Agreement by the County”, and shall be completed no later than June 30, 2023 (“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 Fairfax 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 July 1, 2023 to June 30, 2027 (“Subsequent Contract Term”). However, if the County of Fairfax does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

- 2. PURSUANT TO PROVISION 2. CONTRACT TERM, THE CONTRACT IS HEREBY RETROACTIVELY RENEWED FROM JULY 1, 2023 TO JUNE 30, 2024.**
- 3. REPLACE EXHIBIT A. BUDGET WITH ATTACHED REVISED BUDGET.**
- 4. ADD ATTACHMENT I (ATTACHED) TO EXHIBIT C: ACCEPTANCE AGREEMENT CONTRACT 4400011557.**

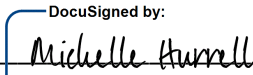
All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

RECOVERY PROGRAM SOLUTIONS OF VIRGINIA, INC.

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: Briana Henley

NAME: Michelle Hurrell

TITLE: Procurement Officer

TITLE: Senior Management Director

DATE: 8/22/2023

DATE: 8/21/2023

# ATTACHEMNT 1

Contract 4400011557

## BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate/Qualified Service Organization Agreement (“Agreement”) is entered into the date of contract award, by and between Fairfax County, doing business as the Fairfax-Falls Church Community Services Board (“CSB” or “Covered Entity”), and Recovery Program Solutions of Virginia, Inc. (“Business Associate”), as defined in Section 1.1 below.

### RECITALS

A. Fairfax County is a Hybrid Covered Entity. The County's covered components, including the CSB, are subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The CSB is also a “Part 2 Program,” as defined by and the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2, Subpart A through Subpart E, (“42 CFR Part 2”). The CSB provides services to residents of Fairfax County, the City of Falls Church, the City of Fairfax, the Town of Vienna, the Town of Herndon, the Town of Clifton, the George Mason University campus, and the Northern Virginia Community College campus.

B. Business Associate is a non-profit organization providing health and wellness services to CSB clients.

C. The parties desire to enter into this Agreement regarding the use and/or disclosure of Protected Health Information (“PHI”) as required by HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the “HITECH Act”), and their implementing regulations, including the Federal Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), and 42 CFR Part 2.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. DEFINED TERMS.

1.1. Defined Terms. Capitalized terms used, but not otherwise defined in this Agreement, have the same meaning given to such terms in HIPAA, the HITECH Act, or the implementing regulations promulgated there under, including but not limited to the Privacy and Security Rules at 45 C.F.R. Part 160 and 45 C.F.R. Part 164. For purposes of this Agreement,

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(a) “Covered Entity” means the CSB, and any Affiliate, and shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and the term “Part 2 program” defined in 42 C.F.R. § 2.11;

(b) “Business Associate” means Recovery Program Solutions of Virginia, Inc. in reference to this Agreement, and shall have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and the term “qualified service organization” as defined in 42 C.F.R. § 2.11;

(c) “Affiliate” means any entity that Controls, is under the Control of, or is under common Control with, the Covered Entity; “Affiliate” also means any entity that Controls, is under the Control of, or is under common Control with the Business Associate;

(d) “Control” or “Controls” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity;

(e) “Protected Health Information” or “PHI” means individually identifiable health information that is: transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium. This term also refers to the Protected Health Information relating to Clients of the CSB, and includes Patient Identifying Information as defined by 42 C.F.R. § 2.11;

(f) “Client” refers to patients and other individuals who receive and have received services from the Covered Entity, and for whom the Covered Entity maintains any PHI.

## 2. BUSINESS ASSOCIATE OBLIGATIONS.

2.1. Business Associate Status. Business Associate acknowledges and agrees that it is a “business associate” as defined by the Privacy and Security Rules.

2.2. Business Associate’s Use or Disclosure of PHI. Business Associate may use or disclose PHI only as necessary to perform the services set forth in the parties’ Contract, and only to the extent such use or disclosure of PHI (a) would not violate the Privacy Rule if done by the CSB, (b) is reasonably limited to the minimum necessary information to accomplish the intended purposes of the use or disclosure; (c) is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e); (d) is in compliance with the HITECH Act and its implementing regulations; and (e) is in compliance with 42 CFR Part 2. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or by applicable law.

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### 2.3. Safeguards for Protection of PHI.

(a) Business Associate will use appropriate safeguards to prevent use and/or disclosure of PHI other than as provided for by this Agreement.

(b) Business Associate will comply with applicable Security Rule provisions set forth at 45 C.F.R. Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 C.F.R. §164.306), Administrative Safeguards (45 C.F.R. § 164.308), Physical Safeguards (45 C.F.R. § 164.310), Technical Safeguards (45 C.F.R. § 164.312), Organizational Requirements (45 C.F.R. §164.314) and Policies and Documentation (45 C.F.R. § 164.316), and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of the CSB.

(c) To the extent Business Associate is to carry out an obligation of the CSB under the Privacy Rule provisions set forth at 45 C.F.R. Part 164, Subpart E as directed by the CSB pursuant to the terms of this Agreement, Business Associate will comply with the requirements of the Privacy Rule that apply to the CSB in the performance of such obligation.

(d) To the extent Business Associate includes information received from the CSB in research reports, such information may only be published in aggregate form in which PHI has been rendered non-identifiable such that the information cannot be re-identified.

(e) To the extent Business Associate receives, stores, processes, or otherwise deals with substance use disorder patient records, it is fully bound by 42 CFR Part 2, including the requirement to resist any efforts to obtain access to PHI related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by 42 CFR Part 2. PHI protected by 42 CFR Part 2 may be disclosed only back to the CSB and may only be used as authorized by this Agreement or 42 CFR Part 2.

(f) Business Associate will retain records in compliance with applicable record retention laws and will comply with applicable record security provisions of 42 C.F.R. § 2.16 for the maintenance and destruction of PHI contained in substance use disorder patient records.

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### 2.4. Notification.

(a) Business Associate will promptly report to Fairfax County's HIPAA Compliance Officer any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. This includes, but is not limited to, reporting breaches of Unsecured Protected Health Information as required at 45 C.F.R. 164.410.

(b) Business Associate will report to Fairfax County's HIPAA Compliance Officer any Security Incident of which it becomes aware, in the following time and manner:

i. any actual, successful Security Incident will be reported in writing within three (3) business days of the Business Associate's discovery of such actual, successful Security Incident.

ii. For any actual, successful Security Incident, or for any attempted, unsuccessful, Security Incident of which Business Associate becomes aware, Business Associate shall promptly complete a breach assessment tool (Appendix A) and provide the completed assessment to Fairfax County's HIPAA Compliance Officer within three (3) business days of completion.

(c) Subject to any law enforcement delay required under 45 C.F.R. § 164.412, Business Associate will report to Fairfax County's HIPAA Compliance Officer in writing any Breach of Unsecured PHI within three (3) business days of discovery, and any such report shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of any such potential Breach, together with such other information regarding the potential Breach as is known to Business Associate at the time such report is made (such as the type of PHI involved in the event, the nature of the information accessed, acquired or disclosed, etc.) or promptly thereafter as such other information becomes available.

i. The CSB may require Business Associate to provide Notice to Individuals affected by a Breach caused by Business Associate, as required by 45 C.F.R. § 164.404. If the CSB provides the required Notice to Individuals as a result of Business Associate's Breach, the CSB reserves the right to be reimbursed by Business Associate all direct and indirect costs related to providing such Notice.

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2.5. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or as the result of any Security Incident known to Business Associate.

2.6. Cooperation. Business Associate will work cooperatively with the CSB in connection with the CSB's investigation of any Breach and in connection with any notices the CSB determines are required as a result.

2.7. Subcontractors. Business Associate will ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply through the applicable Engagement and this Agreement to Business Associate with respect to such PHI.

2.8. Client Rights Regarding PHI. The Privacy Rule grants Clients certain rights with regard to the PHI maintained in a "Designated Record Set" (as such term is defined in 45 C.F.R. § 164.501) about them. The CSB hereby agrees that the PHI provided to Business Associate shall not constitute a Designated Record Set or shall be limited to duplicates of information maintained in a Designated Record Set by the CSB. However, to the extent Business Associate maintains PHI for an Individual in a Designated Record Set, Business Associate shall provide access to such PHI to the CSB or, as directed by the CSB, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall document disclosures of PHI and such information related to such disclosures as would be required for the CSB to respond to a request by a Client for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to the CSB), and shall provide such information to the CSB promptly upon written request by the CSB. Business Associate shall notify the CSB promptly if Business Associate receives a request from a Client to access, amend or receive an accounting of disclosures of Client's PHI.

2.9. Books and Records.

(a) If Business Associate receives a request from the Secretary of Health and Human Services (the "Secretary") that Business Associate make available its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the CSB, to the Secretary for purposes of determining The CSB's compliance with the Privacy Rule, Business Associate shall promptly notify the CSB that it has received such a request. Upon Business Associate's receipt of a written directive to do so from the CSB, Business Associate will make the relevant internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary.

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(b) Nothing in this section shall be construed to require Business Associate to disclose or produce to the Secretary communications that are subject to attorney-client privilege held by Business Associate with respect to legal advice it seeks from other legal counsel. Although Business Associate and the CSB are making a good faith effort to achieve conformance of these terms and conditions with the requirements of applicable law, the CSB acknowledges that Business Associate has not represented or warranted to the CSB, that these terms and conditions, including the procedures outlined in this paragraph, will be deemed by the Secretary or a court to satisfy the requirements of the Privacy and Security Rules or the HITECH Act.

(c) Fairfax County's HIPAA Compliance Officer may make a written request that Business Associate make available its internal HIPAA policies and procedures, risk assessments, training records, and other practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the CSB, for purposes of determining Business Associate's compliance with HIPAA. Upon Business Associate's receipt of the written request, Business Associate will make the relevant internal records available to Fairfax County's HIPAA Compliance Officer.

### 2.10. Use or Disclosure for Business Associate Administration.

Except as otherwise limited by the terms of this Agreement:

(a) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and

(b) Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.11. Reporting of Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the Privacy Rule.

## 3. OBLIGATIONS OF COVERED ENTITY.

## ATTACHEMNT 1

3.1. Notice of Privacy Practices. As applicable, the CSB shall notify Business Associate in writing of any and all limitations in its notice of privacy practices or its policies or procedures to the extent that any such limitation may affect Business Associate's use or disclosure of PHI.

3.2. Notice of Modifications. The CSB shall notify Business Associate in writing of any changes in, or revocation of, an authorization or other permission by a Client to use or disclose PHI to the extent that such change or revocation may affect the use or disclosure of PHI by Business Associate or its subcontractors.

3.3. Special Restrictions. The CSB shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that the CSB has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.4. Scope of Requests for Use or Disclosure. Except for the uses and disclosures of PHI contemplated by Sections 2.2 and 2.10 above, the CSB shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act, their implementing regulations, or 42 CFR Part 2, if done by the CSB.

#### 4. TERM AND TERMINATION.

4.1. Term. This Agreement shall be effective on the date first written above, and shall expire upon termination of the parties' underlying Contract.

4.2. Termination by Covered Entity. Upon the CSB's becoming aware of a breach of this Agreement by Business Associate, the CSB shall provide written notice of and an opportunity for Business Associate to cure the breach or end the violation of the Agreement. If the breach is not cured or the violation is not terminated within forty-five (45) days of the date of such notice the CSB may terminate this Agreement. Multiple breaches of this Agreement or violations by the Business Associate may result in termination of this Agreement with thirty (30) days' notice to Business Associate and without an opportunity to cure any further breach or violation.

4.3. Return of PHI. Upon any termination, expiration or non-renewal of this Agreement, Business Associate will return or, at the request and expense of the CSB, destroy any PHI that Business Associate, its agents, or subcontractors then maintains in any form. If, however, Business Associate or the CSB determine that such return or destruction is not feasible, such PHI will not be returned or destroyed and Business Associate will remain bound by the provisions of this Agreement as to such retained PHI until such PHI is returned to the CSB or destroyed.



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### 5. MISCELLANEOUS

5.1. Notices. Any notice required or permitted under this Agreement will be given in writing to –

the Covered Entity at:

Tanya Bullock, HIPAA Compliance Officer  
12000 Government Center Parkway, Suite 553  
Fairfax, VA 22035  
Phone: (703) 324-2164

to the Business Associate at:

Michelle Hurrell, President  
8794-S Sacramento Drive  
Alexandria, VA 22309  
Phone: (703) 964-6073 (office)

Notices will be deemed to have been received upon actual receipt, one business day after being sent by overnight courier service, or five (5) business days after mailing by certified or priority mail, whichever occurs first.

5.2. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles.

5.3. No Third-Party Beneficiaries. This Agreement shall not in any manner whatsoever confer any rights upon or increase the rights of any third party.

5.4. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

5.5. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.

5.6. Amendments. This Agreement may not be modified in any respect other than by a written instrument signed by both parties.

5.7. Assignment. This Agreement is not assignable by either party without the other party's written consent.

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5.8. Renegotiation. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, HIPAA, the Privacy and Security Rules, the HITECH Act, regulations promulgated pursuant to HIPAA or the HITECH Act, and 42 CFR Part 2.

5.9. Regulatory and Statutory References. Any reference in this Agreement to HIPAA, the HITECH Act, the Privacy Rule the Security Rule, other regulations implementing HIPAA or the HITECH Act, or 42 CFR Part 2 shall mean such statute or regulation as in effect at the time of execution of this Agreement or, if and to the extent applicable, as subsequently updated, amended or revised.

5.10. Interpretation. Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA and 42 CFR Part 2.

5.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.12. Scope and Effect of Agreement. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes and replaces, from the date of this agreement, all other prior discussions, representations, agreements and understandings of every kind or nature, whether oral or written, with respect to the subject matter here of, including without limitation each previously existing business associate agreement, if any, between Business Associate and the Covered Entity.

5.13. Survival. The provisions of Section 4.3 and Section 5 shall survive the termination of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates written below.

**Recovery Program Solutions of Virginia, Inc.**  
(Business Associate)

**Fairfax County**  
(Covered Entity)

By:

DocuSigned by:  
*Michelle Hurrell*

Michelle Hurrell  
President

2022 September 23 | 12:15:30 PDT

Date:

By:

DocuSigned by:  
*Steve Pierson*

Lee Ann Pender, CPPB  
Director/County Purchasing Agent

2022 September 28 | 16:59:47 PDT

Date:



# ATTACHEMNT 1

## County of Fairfax, Virginia

### AMENDMENT

October 14, 2022

#### AMENDMENT NO. 1

CONTRACT TITLE: Recovery Centers

CONTRACTOR

Recovery Program Solutions of VA, Inc.  
8794-S Sacramento Drive  
Alexandria, VA 22309

SUPPLIER CODE

1000018054

CONTRACT NO.

4400011557

By mutual agreement, contract 4400011557 is amended to revise the invoicing and payment schedule according to the following schedule:

Billing Month	Invoice Date	Terms
October 2022	October 16, 2022	Net 15
November 2022	October 16, 2022	Net 30
December 2022	December 1, 2022	Net 30
January 2023	January 15, 2023	Net 30
February 2023	March 10, 2023	Net 30
March 2023 and all subsequent months	10 <sup>th</sup> of the following month	Net 30

All other prices, terms and conditions remains the same

ACCEPTANCE:

BY:

DocuSigned by:

7D8485758059419...  
(Signature)

Michelle Hurrell

(Printed)

President

(Title)

2022 October 13 | 12:14:51 PDT

(Date)

DocuSigned by:

20BF3CB785B56F  
Lee Ann Pender, CPPB Director/County  
Purchasing Agent

**Department of Procurement and Material Management**

12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

DISTRIBUTION

DPMM – Contract Specialist Jadira Blevins  
CSB – Michael T. Lane/e  
Contractor – [mhurrell@recoveryprograms.us](mailto:mhurrell@recoveryprograms.us)

CSB- Jennifer Ahearn  
DPMM- Sustainable Procurement

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**County of Fairfax, Virginia**

**AMENDMENT**

June 30, 2023

AMENDMENT 2

CONTRACT TITLE: Recovery Centers

CONTRACTOR  
Recovery Program Solutions of VA, Inc.  
8794-S Sacramento Drive  
Alexandria, VA 22309

SUPPLIER CODE  
1000018054

CONTRACT NO.  
4400011557

By mutual agreement, contract 4400011557 is amended to renew for one year; effective July 1, 2023 through June 30, 2024 at existing prices, terms and conditions.

ACCEPTANCE:

DocuSigned by:  
BY: Darlene selner  
1539BD512860422... (Signature)

Chief Operating Officer  
(Title)

Darlene selner  
(Printed)

2023 June 29 | 06:49:23 PDT  
(Date)

DocuSigned by:  
Patricia Wilkerson  
20BE3CB373314CF...  
Lee Ann Pender, CPPB  
Director / County Purchasing Agent

**Department of Procurement and Material Management**  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
**Website:** [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
**Phone** 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

DISTRIBUTION

DPMM – Contract Specialist Jadira Blevins  
CSB – Michael T. Lane/e  
Contractor – [mhurrell@recoveryprograms.us](mailto:mhurrell@recoveryprograms.us)

CSB- Jennifer Ahearn  
DPMM- Sustainable Procurement

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Appendix A-1**COMPLIANCE, REPORTING AND OTHER REQUIREMENTS****A. LICENSURE**

Compliance with Incident Reporting consistent with DBHDS standards and CSB Policies

1. Reports on serious incidents must be communicated to the CSB Service Director with contract oversight, or designee within 24 hours. Contractor must follow the most current procedures and processes consistent with CSB policies and DBHDS standards.
2. In accordance with Code of Virginia section 19.2-392.02 (<https://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+19.2-392.02>) the contractor will complete a criminal background check on all employees who have direct contact with individuals and place such documentation in the employees' personnel files. Proof of acceptable criminal background check will be provided to the County upon request.
3. In accordance with Code of Virginia section 12VAC35-105-510 (<https://leg1.state.va.us/cgi-bin/legp504.exe?000+reg+12VAC35-105-510>) the following Tuberculosis Screening requirements apply:
  - a. Each of the contractor's employees who will have direct contact with individuals receiving services shall obtain a statement of certification by a qualified licensed practitioner indicating the absence of tuberculosis in a communicable form within 30 days of employment or initial contact with individuals receiving services. The contractor shall submit a copy of the original screening to the county.
  - b. The contractor will handle reimbursement for TB screens with its employees.
  - c. All contractor staff in substance abuse co-occurring outpatient or residential treatment services shall be certified as tuberculosis free on an annual basis by a qualified licensed practitioner.
  - d. Any contractor staff who comes in contact with a known case of active tuberculosis disease or who develops symptoms of active tuberculosis disease (including, but not limited to fever, chills, hemoptysis, cough, fatigue, night sweats, weight loss, or anorexia) of three weeks duration shall be screened as determined appropriate for continued contact with individuals receiving services based on consultation with the local health department.
  - e. Any contractor employee suspected of having active tuberculosis shall not be permitted to return to work or have contact with individuals receiving services until a physician has determined that the person is free of active tuberculosis.

**B. TUBERCULOSIS SCREENING**

1. Each of the contractor's employees who will have direct contact with individuals receiving services shall obtain a statement of certification by a qualified licensed practitioner indicating the absence of tuberculosis in a communicable form within 30 days of employment or initial contact with individuals receiving services. The contractor shall submit a copy of the original screening to the county.
2. The contractor will handle reimbursement for TB screens with its employees.
3. All contractor staff in substance abuse co-occurring outpatient or residential treatment services shall be certified as tuberculosis free on an annual basis by a qualified licensed practitioner.

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4. Any contractor staff who comes in contact with a known case of active tuberculosis disease or who develops symptoms of active tuberculosis disease (including, but not limited to fever, chills, hemoptysis, cough, fatigue, night sweats, weight loss, or anorexia) of three weeks duration shall be screened as determined appropriate for continued contact with individuals receiving services based on consultation with the local health department.
5. Any contractor employee suspected of having active tuberculosis shall not be permitted to return to work or have contact with individuals receiving services until a physician has determined that the person is free of active tuberculosis.

**C. INVOICING AND FINANCIAL REPORTING REQUIREMENTS**

1. Submit a monthly report by the 10th day following the end of the month on the program performance outcomes and on the following: Contractor shall submit supporting documentation with each monthly invoice as requested. The County will inform the contractor of any changes to the reporting format during the term of the contract.
2. Services shall be invoiced in accordance with the Virginia Department of Behavioral Health and Developmental Services Core Services Taxonomy version 7.2 (<http://www.dbhds.virginia.gov/library/document-library/occ-2010-coreservicestaxonomy7-2v2.pdf>) or subsequent updated versions. Units of service provided and costs attributable thereto shall match the specific core program and core service as defined in the taxonomy. In addition, services shall be invoiced in accordance with the purchase order(s).
3. Contractor must submit to the CSB all required data on individuals served and services delivered in the format required so that the CSB can include this data in its Community Consumer Submission (CCS) 3 submissions to DBHDS.
4. The Contractor must have its own quality improvement system in place or participate in the CSB's quality improvement efforts.

**D. STATE PERFORMANCE CONTRACT REQUIREMENTS**

1. The Contractor must be in compliance with all applicable sections of the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for the State Fiscal Years 2022/2023 and all future Community Services Performance Contracts. A hard copy of this document is available from the Fairfax-Falls Church Community Services Board. An on-line version is available from the DBHDS web site at <http://www.dbhds.virginia.gov>
2. The Contractor shall also comply with ad hoc requests from the county for additional information as it relates to the county's requirements to meet the needs of performance reporting to DBHDS.
3. The Contractor must also comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in the Community Services Performance Contract.
4. Any contractor that is licensed by DBHDS and provides services to individuals must maintain compliance with the Human Rights Regulations adopted by the State Board. The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors.

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5. Contractor must submit to the CSB all required data on individuals served and services delivered in the format required by this RFP/Contract so that the CSB can include this data in its Community Consumer Submission (CCS) 3 submissions to DBHDS or any required future data platforms or standards.
6. The Contractor must have its own quality improvement system in place or participate in the CSB's quality improvement efforts.

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RFP2000003465

**SPECIAL PROVISIONS****1. SCOPE OF SERVICES:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation to operate peer-operated Wellness & Recovery Centers (Centers) and provide associated peer support services for the County of Fairfax, Virginia. These services will address the needs of individuals with mental health, and/or substance use challenges, and will support them in achieving their recovery and wellness goals.
- 1.2. Offerors may propose to provide recovery services for one or more of the Centers listed in 1.2 a-d. The proposed Centers should be clearly stated in the offerors proposal. The Centers are located in the following County owned or leased locations:
  - a. Mount Vernon District - 8794-S Sacramento Drive, Alexandria, VA 22309
  - b. Providence District – 7611 Little River Turnpike, Suite 100E, Annandale, VA 22003
  - c. Providence District – 8221 Willow Oaks Corporate Drive, Fairfax, VA 22003
  - d. Hunter Mill District – 1850 Cameron Glen Drive, Suite 200, Reston, VA 20190
- 1.3. Offerors may propose to operate a Center to provide recovery services at a different location in Fairfax County, other than those listed in 1.2 a-d. The offeror must clearly state the proposed address or general location, Board of Supervisors District, and benefits of operating the center at the proposed location.
- 1.4. Offeror Eligibility:
  - a. Offerors are required to be a legal business entity and a recognized nonprofit organization with a 501© (3) tax-exempt status.
  - b. Offerors must be a peer-run organization or a Recovery Community Organization. A peer run organization is defined as an organization with at least 51% of the board of directors have personal lived experience with mental health and/or substance use challenges, and all staff and services of the program shall be led and governed by individuals with experience working with people living with mental health and/or substance use challenges. A Recovery Community Organization is defined as an independent, non-profit organization led or governed by representatives of local communities of recovery and provides recovery support services.

**2. PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held online via Zoom web conferencing on Wednesday, February 2, 2022, at 2:00 P.M. Eastern Time.

Join the meeting from PC, Mac, Linux, iOS or Android at:  
[https://us06web.zoom.us/meeting/register/tZcrcO6rqTsuGNbk44a8V11Mf\\_CEs27LzUvV](https://us06web.zoom.us/meeting/register/tZcrcO6rqTsuGNbk44a8V11Mf_CEs27LzUvV).
- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [Jadira.Blevins@fairfaxcounty.gov](mailto:Jadira.Blevins@fairfaxcounty.gov). All questions pertaining to this RFP should be submitted in writing to the contract specialist no later than 12 p.m. Eastern Time on Thursday, February 17, 2022.

**3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will be for one (1) year with four (1) one-year renewal options available or “as negotiated.



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- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM). The County reserves the right to renew the contract for 4 additional one (1) year periods, or any combination thereof, if agreeable to all parties as referenced in 3.1.
- 3.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**4. BACKGROUND:**

- 4.1. The Fairfax – Falls Church Community Services Board (CSB) was established in 1968 by the authority of Title 37.1, Chapter 10, Code of Virginia (1950), as amended. The CSB is responsible for ensuring that comprehensive quality services for its residents are provided through public funding in mental health, mental retardation, and substance abuse services, as well as monitoring and evaluating such services to ensure their cost-effectiveness and applicability to resident needs.
- 4.2. The Office of Individual and Family Affairs (OIFA) of the CSB coordinates, oversees, and provides services using recovery and wellness models of services. These services intended to assist individuals served to become active members of the community and realize their full potential. OIFA includes directly operated and contracted recovery programs focused on different levels of care that include, but are not limited to, recovery coaching, peer navigation, empowerment, and/or recovery-focused employment support.
- 4.3. The Wellness & Recovery Centers location descriptions, which are the subject of this RFP, are as follows:
  - a. Mount Vernon District: Located at 8792 Sacramento Place, in the Sacramento Shopping Center on Route 1 in Alexandria, the site primarily serves individuals from the communities of Lorton, Alexandria, Mount Vernon, and Kingstowne in the southern part of the County. The building includes meeting rooms, a computer room, large common areas, office space and other amenities, such as showers, laundry and a commercial kitchen. The Recovery Center shares 1,200 square feet of space with a separate entrance. Another county vendor providing related services, PRS, Inc., operates from the same location. Both County contractors work collaboratively to develop and coordinate programming. This center's services focus on the population of individuals who are experiencing homelessness. Services should be focused on providing and supporting the maintenance of basic needs, and beginning to address more comprehensive recovery needs. It is anticipated through this contract the center will be open 20 hours per week, including weekends.
  - b. Providence District: Located at 7611 Little River Turnpike, Suite 100E, Annandale, VA, this site primarily serves individuals from Annandale, Springfield and Falls Church in the central part of the County. The site is located on the first floor of a large office building, is accessible through the building's main entrance and a private side entrance. The space includes a waiting area, computer room, office space, a large meeting room, and kitchenette for a total of approximately 2,507 square feet. The program currently operates Monday through Thursday during the day for a total of 24 hours per week.

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- c. Providence District: Located at 8221 Willow Oaks Corporate Drive, Fairfax, VA, this site primarily serves individuals from Annandale, Springfield, Vienna and Falls Church. This program has operated out of the same building as the CSBs largest outpatient clinic, emergency services, and assessment unit. The site primarily serves individuals who are receiving services at the outpatient clinic, and includes a waiting area, offices, computer access and a large conference room for a total of approximately 1,458 square foot of space. The County and the vendor will work collaboratively to develop programming that meets the needs of individuals seeking services at this site and living in the central part of the county. The Center will serve as a peer navigation “hub” at the site, and other peer services may use the same spaces in collaboration. Services shall occur Monday through Friday for a total of approximately 30 hours per week.
- d. Hunter Mill District: Located at 1850 Cameron Glen Drive, Suite 200, Reston, VA this program has recently relocated to the same building as the CSBs Northwest Center outpatient clinic. The site serves residents of the north part of the County. The county and the vendor will work collaboratively to develop programming that meets the needs of individuals seeking services at this site and living in the north part of the county. Services should be focused on wellness and recovery supports, rather than the maintenance of basic needs. This center will avoid duplication of services with the nearby Embry Rucker homeless shelter. Services should total approximately 20 hours per week. The site is located on the first floor of a county office building and is accessible through the building’s main entrance. The space includes a waiting area, a large computer room, office space, a large meeting/dining area with a kitchenette for approximately 2,927 square feet. The program currently operates Monday through Friday during the day for a total of 25 hours per week.
- e. All County: A Virtual Center shall be operated to include support groups and individual services via video conference and/or phone. The Virtual Center shall operate approximately 20 hours per week.

**5. STATEMENT OF NEEDS:**

Qualified offerors are encouraged to submit a proposal to:

- 5.1. Provide recovery-based services that meet the service provision components of the Consumer-Operated Services Evidence-Based Practices (EBP) as outlined by U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration. Reference can be found at <http://store.samhsa.gov/product/Consumer-Operated-Services-Evidence-Based-Practices-EBP-KIT/SMA11-4633CD-DVD> and/or Faces & Voices of Recovery - best practices for Recovery Community Organizations RCO Best Practices - Faces & Voices of Recovery (facesandvoicesofrecovery.org)
- 5.2. Concrete services to be provided must include the following:
  - a. Individual Peer Support
  - b. Peer-run Support Groups
- 5.3. Additional services must be offered. These may include, but are not limited to, one or more the following:
  - a. Crisis Support
  - b. Crisis response and respite
  - c. Linkage to community services and resources
  - d. Social and recreational events
  - e. Arts and expression activities
  - f. Structured educational or support groups
  - g. Information and education
  - h. System advocacy & assistance with self-advocacy
  - i. Outreach to community and institutions
  - j. Substance use disorder recovery coaching
  - k. Mutual Aid Self-Help groups (e.g. 12- step Groups, Self-Management and Recovery Training [SMART Recovery], Refuge Recovery, Mental Health Connection)

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- l. Budgeting and Money Management
  - m. Community Meals, snacks and kitchen services
  - n. Help with employment, and/or education needs
  - o. Computer and Internet Access
  - p. Housing Supports
  - q. Assistance with basic needs
  - r. Laundry
  - s. Mail Service
  - t. Peer operated business ventures
  - u. Volunteer Opportunities
  - v. Wellness Recovery Action Plan (WRAP) workshops
- 5.4. Ensure that at a minimum, 80% of services shall be provided by trained and credentialed peer recovery specialists. All full-time (30 hours or more per week) peer recovery specialist staff must be certified and/or registered within six months of hire. All part-time (29 hours or less per week) peer recovery specialist staff must be certified or registered within one year of hire. **Certified** is defined as possessing a current Certified Peer Recovery Specialist (CPRS) credential from the Virginia Certification Board. **Registered** is defined as possessing a current Registered Peer Recovery Specialist (RPRS) credential from the Virginia Department of Health Professions, Board of Counseling.
- 5.5. Have a policies and procedures manual that governs the operation of the program. At a minimum, the contractor must address the following:
- a. Site operation hours and days: The contractor shall notify the County of its operating schedule and notify the designated County contract manager of any unscheduled closures due to unusual circumstances, including weather and environmental causes.
  - b. Written agency policies and procedures that address supervision, employee, and volunteer roles and responsibilities;
  - c. Rights and responsibilities concerning the conduct of guests;
  - d. Confidentiality and privacy;
  - e. Abuse, Neglect and Exploitation: Must be in compliance with 12VAC 35-115. For reference see: <http://law.lis.virginia.gov/admincode/title12/agency35/chapter115/section230/>.
  - f. Incident Reporting: Copies of all Incident Reports must be submitted to the CSB contract manager within 24 hours of the incident. The CSB contract manager must be notified the same business day of any critical incidents, including those resulting in a closure of the center, or seriously impacting health and safety.
  - g. Communicable Diseases and Medical Emergencies;
  - h. Emergencies and Disasters Response;
  - i. Smoking Policy.
- 5.6. Collaborate its operations with all of the Fairfax County contractors who are operating Wellness and/or Recovery Centers; and attend quarterly meetings with those contractors to share ideas, develop plans for consumer involvement and facilitate joint events. Other Fairfax County contractors may provide services at the Wellness & Recovery Center locations.
- 5.7. Sign space license agreements for county leased or owned space. In addition:
- a. It is anticipated that the contractor(s) may be required to share the office space in some locations with other vendor programs and with directly operated programs and CSB program staff, maximizing shared resources to best serve the consumers.
  - b. The contractor will be designated space specifically for its needs and program requirements; however, some activities may make use of large common areas. Activities that use common areas will be scheduled during non-conflicting operational times. It is expected that the contractor will work together with other programs such as employment programs and recovery programs to integrate services and ensure the space provided by CSB is best used for the consumers' benefit.
  - c. Final decisions on how to allocate space will be determined by the CSB based on program composition and need.

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- d. If the contractor intends to provide any food services, the contractor must follow the rules and regulations of the Fairfax County Health Department, Division of Environmental Health, and Food Establishments. Information can be found at <http://www.fairfaxcounty.gov/hd/food/>
- 5.8. Ensure that at least one staff certified in Cardiopulmonary Resuscitation (CPR) and first aid is on duty at each site during all operating hours.
- 5.9. Complete a criminal background check on all employees who have direct contact with individuals and place such documentation in the employees' personnel files In accordance with Code of Virginia section 19.2-392.02 (<http://law.lis.virginia.gov/vacode/title19.2/chapter23/section19.2-392.02/>). Proof of acceptable criminal background checks will be provided to the County upon request. Background checks must meet any county security requirements.
- 5.10. Require the use of a County badge and/or proxy security badge for staff working in County facilities.
- 5.11. Establish appropriate internal and financial controls to minimize risk of theft or embezzlement.
- 5.12. The contractor's treasurer or fiscal manager shall be bonded or otherwise indemnified. Verification shall be submitted to the County within 90 days of contract award. Verification of new treasurer or fiscal personnel will be submitted within 90 days of employment.
- 5.13. In accordance with Code of Virginia section 12VAC35-105-510 (<https://leg1.state.va.us/cgi-bin/legp504.exe?000+reg+12VAC35-105-510>) the contractor shall follow Tuberculosis Screening requirements in 5.13 a-d:
  - a. Each of the contractor's employees who will have direct contact with individuals receiving services should obtain a statement of certification by a qualified licensed practitioner indicating the absence of tuberculosis in a communicable form within 30 days of employment or initial contact with individuals receiving services. The contractor should submit a copy of the original screening to the county upon request.
  - b. Responsible for reimbursement for TB screens for its employees.
  - c. Any contractor staff who comes in contact with a known case of active tuberculosis disease or who develops symptoms of active tuberculosis disease (including, but not limited to fever, chills, hemoptysis, cough, fatigue, night sweats, weight loss, or anorexia) of three weeks duration shall be screened as determined appropriate for continued contact with individuals receiving services based on consultation with the local health department.
  - d. Any contractor employee suspected of having active tuberculosis shall not be permitted to return to work or have contact with individuals receiving services until a physician has determined that the person is free of active tuberculosis.
- 5.14. Establish appropriate protocols for COVID-19 and other communicable diseases based on Fairfax County Health Department (HD) guidance.
- 5.15. To mitigate the risk of death by overdose, all staff must be trained on the use of naloxone, the opioid reversal drug. Naloxone must be maintained in a location at each site easily and quickly available to staff.

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**6. COUNTY RESPONSIBILITIES:**

- 6.1. Facilitate regular contract performance reviews to ensure communication between the contractor and the county and to review the outcomes of the services.
- 6.2. Provide the contractor with training which will include, but is not limited to, CSB policies and procedures relevant to the contract and CSB services and resources.

**7. TECHNICAL PROPOSAL INSTRUCTIONS:**

7.1. The Offeror must submit their response to the Technical Proposal as instructed in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. In, addition, the Offeror will submit in Bonfire an executed County's Cover Sheet (DPMM32), all Attachment A documents, and all issued Addenda (as applicable). Offeror shall clearly state which Recovery Center location(s) they are submitting a proposal for.

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- b. Understanding of the problem and technical approach.
  1. Statement and discussion of the requirements as they are analyzed by the offeror. Describe the proposed services that address section 5, STATEMENT OF NEEDS and how they will be used to achieve the measurable outcomes in paragraph 7.2.
  2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
  3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
  4. Provide program timelines that indicates activities planned, major milestones, assigned responsibility for each and outlines the completion of each milestone by month or quarter during the contract period.
  5. Describe community partnerships, collaborations and resources that will maximize service delivery and minimize duplication.
  6. Describe how services will utilize and reflect principles of recovery and wellness. Describe specific service approaches and modalities consistent with these principles.
  7. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

7.2. Outcomes:

Describe one or more Results-Based Accountability measures and quality control procedures to monitor program outcomes. Results-Based Accountability is an approach to measuring that emphasizes the end result for the clients receiving services. At a minimum, the offeror shall provide measures that evaluate:

- a. Services Provided - How much was provided?;
- b. Client Responses to Services - How well were the services provided?; and
- c. Changes in Client Circumstances After Receiving Services - Are clients better off?

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Include projected number of individuals to be served, the plan for measurement of implementing how the data will be collected and reported. Offerors must describe how outcomes and measures are consistent with principles of wellness and recovery.

**7.3. Preliminary Work Plan:**

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address the Statement of Needs separately and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

**7.4. Treatment of the Issues:**

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Statement of Needs" section, and may propose alternative approaches.

**7.5. Statement of Organizational Qualifications & Capacity:**

The statement of Qualifications must include a description of organizational and staff experience and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and organizational and staff experience, training, and credentials related to the program approach as outlined in paragraph 7.1 b. to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter. Indicate plans for ensuring peer specialists delivering services will be certified within one year of hire.
- b. Describe the overall organization's mission, vision and array of services. Include the overall organizational structure. Include statistical data regarding individuals served organized by service area and any other data that describes the organization's capacity.
- c. Describe a staffing and volunteer plan to accomplish the work and provide job descriptions for staff/volunteers to include resumes, and qualifications of staff providing substantially similar services to this offering that are currently employed by the organization. The plan must identify which peer recovery specialist staff positions will be full-time, defined as working 30 hours or more per week.
- d. Provide a staff training plan that ensures initial and periodic training of all staff regarding policies and protocols pertaining to program operation and other relevant issues.
- e. Provide a plan for evaluating the program for quality control purposes.
- f. Provide a copy of the table of contents for the organization's policies and procedures manual for these services.
- g. Describe how clients with disabilities will have access to the program services and explain in detail how the organization complies with the Americans with Disabilities Act (ADA).
- h. Submit a copy of 501(c)(3) status and list of board of directors, including identifying any members of the board of directors who identify as possessing personal lived experience of mental health and/or substance use issues.

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- i. If proposing to deliver services at a Fairfax County location other than the four County owned or leased spaces in Section 1.2, describe the benefits of the location, Fairfax County Board of Supervisors (BOS) District located, areas of the County it will serve, and any other considerations relevant to the operation of the center at this location. Specify either the exact address, or the proposed BOS district served.
- j. Submit a copy of 501(c)(3) status and list of board of directors, including identifying any members of the board of directors who identify as possessing personal lived experience of mental health and/or substance use issues.
- k. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference. Provide a minimum of three references. Only one of the references can be from Fairfax County,
- l. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

- m. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
  - n. Financial Statements: Provide financial statements audited by an independent Certified Public Accountant (CPA). This included the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements from the most recent reporting period. In addition, if applicable, the offeror should sign and include the "Certification of Financial Solvency for Nonprofits" (Attachment C) as part of their proposal submission. The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- 7.6. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

**8. COST PROPOSAL INSTRUCTIONS:**

- 8.1. The offeror must submit their response to the cost proposal as instructed in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Cost Proposal Summary Sheet – Attachment B). The cost proposal shall include a budget for the period of July 1, 2022 through June 30, 2023 – Year 1 and a proposed budget for the subsequent fiscal year beginning July 1 2023 through June 30, 2024 (Year 2). The following information should be submitted as part of the cost proposal:

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The cost of each task or segment of the task shall be itemized.

- a. A cost projection adequate to support the services to include the following:
  1. Offerors must provide a price breakdown for each center they are submitting a proposal for.
  2. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
  3. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule. Fringe benefit costs including the staff year equivalency (SYE) per position, and applicable hourly rates or yearly salaries, fringe benefit rate, and specific fringe benefits provided.
  4. Breakdown of specific costs for each line item related to operations.
  5. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
  6. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
- b. A revenue projection adequate to support the cost to include the following:
  1. Identify the amount of county funds requested to sustain the proposed services.
  2. Identify any proposed resources for and amount of other non-county cash resources necessary to supplement and/or complement the proposed services. Explain the commitment status (e.g. received grant, letter of commitment, planned fundraiser, etc.) for the proposed non-county cash resources.
  3. Explain the value of non-cash resources (professional and non-professional volunteers, in-kind goods, and supplies and services) and how the value was determined. Include the number of volunteer hours necessary to sustain the proposed project. (Non-professional volunteers are to be valued at \$24.90 per hour in accordance with the Virginia Employment Commission. Professional volunteer's hourly value is to be determined by the offeror and justified with a written narrative).
  4. Provide a supporting narrative that demonstrates describing how cost effectiveness of the requested funds will be maximized. If the offeror is proposing to provide services at multiple Recovery Centers, describe how cost savings might be realized by economy of scale.

**9. PRICING:**

- 9.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.



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- 9.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 9.3. Price decreases shall be made in accordance with paragraph 41 of the General Conditions & Instructions to Offerors. (Appendix A)

**10. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 10.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 10.2. **The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the offeror.
- 10.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 10.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**11. CONTACT FOR CONTRACTUAL MATTERS:**

- 11.1. All communications and requests for information and clarifications shall be directed to the following procurement official:
- Jadira C. Blevins, CPPB, Contract Analyst  
Department of Procurement and Material Management  
Telephone: (703) 324-7828  
Email: Jadira.Blevins@fairfaxcounty.gov
- 11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 16.3).

**12. REQUIRED SUBMITTALS:**

- 12.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

**13. SUBMISSION OF PROPOSAL:**

- 13.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before **February 25, 2022, at 2:00 p.m.** Eastern Time. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission

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contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, Offerors shall take the necessary steps to submit their proposals in advance.

- 13.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.

Listed below are some helpful guides that will assist Offerors regarding Registration and Submission:

- Vendor Registration  
<https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>
- Creating and uploading a submission  
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

- 13.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.

- 13.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

- 13.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy to follow manner.

- 13.6. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.

- 13.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

**14. ADDENDA:**

- 14.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.

- 14.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>

**15. PROPOSAL ACCEPTANCE PERIOD:**

- 15.1. Any proposal submitted in response to this solicitation shall be valid for 120 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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**SPECIAL PROVISIONS****16. BASIS FOR AWARD:**

- 16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 10.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 16.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Demonstrated outcome measurement approach as referenced in paragraph 7.2, 7.5 e (20 points)
  - b. Demonstrated program services approach as referenced in paragraph 5, 7.1 b (40 points)
  - c. Demonstrated experience and qualifications to include organizational qualifications, staff experience and capacity as referenced in paragraph 5.4, 7.5, (20 points)
  - d. Reasonableness of the cost proposal (s) as referenced in paragraph 8, (20 Points)
- 16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 16.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms.

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**SPECIAL PROVISIONS**

Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

- 16.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 16.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**17. INSURANCE:**

- 17.1. 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 risks 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 damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 17.2. The Contractor shall, during the continuance of all work under the contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 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.
  - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees 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.
  - c. The Contractor agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    - (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - (2) European markets including those based in London, and the domestic surplus lines markets 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 is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

Indemnification: Article 59 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

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- g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
  - h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
  - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
- 17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 17.5. The County, its officers and employees shall be named as an "additional insured" in the General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

**18. METHOD OF ORDERING:**

- 18.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 18.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 18.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

**19. REPORTS AND INVOICING:**

- 19.1. The Contractor must maintain all records in compliance with federal and state regulations. There may be changes to the requested data referenced in 19.1 a-j. The county shall notify contractor of any additional reporting data that may be required. The Contractor(s) must submit monthly financial expenditure reports along with each month's invoice that verify that funding was spent according to the contract. Contractor must submit monthly program reports along with each month's invoice that include the following minimum data requirements:
- a. Number of days and hours operating;
  - b. Number of unique individuals served each month for the first time in the fiscal year;

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- c. Number of unique individuals served per month;
  - d. Number of sign-ins per site per month;
  - e. Types of supports offered to individuals and number of attendees per event;
  - f. Outcome measurements;
  - g. Monthly expenses and remaining budget funds to include a balance sheet, cash flow statement and profit/loss statement;
  - h. New hires and departures of paid staff members;
  - i. Fundraising activities related to services provided, such as grant seeking and events;
  - j. Annual reports of all measures.
- 19.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. The name of the County department;
  - b. Date of services;
  - c. The type of services;
  - d. The itemized cost for each item/service;
  - e. Purchase Order Number; and,
  - f. Fairfax County Contract Number.
- 19.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 19.2, a-f. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.
- 19.4. The contractor will submit a copy of their annual report and audit with Management Letter by November 30<sup>th</sup> of each contract year.

**20. CHANGES:**

- 20.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 20.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

**21. DELAYS AND SUSPENSIONS:**

- 21.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 21.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the

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cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 21.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

**22. ACCESS TO AND INSPECTION OF WORK:**

- 22.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**23. DATA SOURCES:**

- 23.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

**24. SAFEGUARDS OF INFORMATION:**

- 24.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

**25. ORDER OF PRECEDENCE:**

- 25.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

**26. SUBCONTRACTING:**

- 26.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>, local chambers of commerce and other business organizations.

**27. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 27.1. Reference Paragraph 72, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 27.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 27.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

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- 27.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 27.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**28. NEWS RELEASE BY VENDORS:**

- 28.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**29. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 29.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 29.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**30. HIPAA COMPLIANCE:**

- 30.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 30.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

**31. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 31.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.



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Addendum No. 1



## County of Fairfax, Virginia

### ADDENDUM

DATE: February 18, 2022

#### ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP2000003465

FOR: Recovery Centers

DUE DATE/TIME: February 25, 2022, on or before 2:00 p.m. through Bonfire

The referenced Request for Proposal (RFP) is amended as follows:

The questions and answers below are the result of questions submitted before and during the Zoom pre-proposal conference held on February 2, 2022:

Change to the RFP:

1. Paragraph 1.1 SCOPE OF SERVICES is changed as follows: The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation to operate peer-operated Wellness & Recovery Centers (Centers) and provide associated peer support services for the County of Fairfax, Virginia, the City of Fairfax, and the City of Falls Church. These services will address the needs of individuals with mental health, and/or substance use challenges, and will support them in achieving their recovery and wellness goals.
2. Addition of Appendix A-1 – Compliance, Reporting and Other Requirements.
3. Paragraph 19.4 is changed as follows: The contractor shall provide their most recently filed, signed tax return and an annual independent audit report including the opinion letter, management letter comments, income statement, balance sheet, and notes to the financial statements, within 120 days after the end of the contractor's fiscal year. In addition, the county may require other financial documents, including, but not limited to, monthly balance sheet, payroll records, etc. as part of a financial review of the contracted services.

Questions and Answers:

- Q.1. Is this RFP open to any state location or just Fairfax County?
- A.1. The Centers should be located in any of the following jurisdictions: Fairfax County, City of Fairfax, and/or City of Falls Church.
- Q.2. The technical narrative mentions applicable federal, state, and county registration numbers. Is a county registration number we need to obtain? We have done extensive work with Fairfax and have never had to provide anything like this, but we want to make sure we are not missing anything.

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- A.2. Please see Attachments A 1-7. The Business, Professional and Occupational License form satisfies the county registration requirement.
- Q.3. How many recovery centers is the RFP going to fund? We would like to apply for our own standalone location; therefore, a large portion of our budget would be rent and want to make sure we still have a chance at being funded if we are not using a county building to host services from.
- A.3. This will be determined based on the strength of the proposals, including their effectiveness in meeting the needs of individuals served, and available funding at the time of award.
- Q.4. The reporting requirements mention invoicing each county department separately. Which county departments will be involved?
- A.4. The Fairfax-Falls Church Community Services Board (CSB) is the department to invoice at this time.
- Q.5. The RFP mentions the staffing plan twice, are these different or the same?
- A.5. The two staffing plans mentioned in Paragraph 7.5, c, and m, may be consolidated into one staffing plan section. All required elements must be included.
- Q.6. Do you have a fillable version of the cost proposal form?
- A.6. No. A fillable version is not available.
- Q.7. Is there a specific format you would like us to use for the budget narrative?
- A.7. No. The budget narrative should support the cost proposal.
- Q.8. If we are applying for an independent location that is part of the pre-existing four locations mentioned in the RFP, could that location be in Fairfax city? Or is that not considered to be part of Fairfax County?
- A.8. The Centers should be located in any of these jurisdictions: Fairfax County, City of Fairfax, or City of Falls Church.
- Q.9. Would any funding awarded for direct support (such as housing, transportation, etc.) only be allowed for use on Fairfax County residents? Or can it be used for anyone who comes to the center?
- A.9. They should have a connection to Fairfax County, City of Fairfax and/or City of Falls-Church. Generally, that would entail residency, but other eligibility requirements may be possible. Offerors may indicate their proposed eligibility criteria. If residency is not met, then an intent to establish residency would suffice.
- Q.10. Similarly, do the outcomes refer only to county residents served? Or anyone who enters the center? I see in one of the descriptions of the other drop-in centers that it "serves residents of the North part of the county." What happens if someone from the southern part of the county comes in? Or someone from outside the county entirely?

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- A.10. Currently, the centers don't ask those receiving services what part of the County they live in. This statement only indicates that residents in geographic proximity are likely to find this location more convenient.
- Q.11. Do you recommend holding off submitting until close to the due date?
- A.11. Proposal submissions can be made on February 22, 2022, since that is the last day for any Addenda to be posted.
- Q.12. Is this only for non-profit organizations?
- A.12. Yes. See Section 1, 1.4, Scope of Services Offeror Eligibility.
- Q.13. If you apply for all 4 centers, can you still be selected for less than all four that you applied for?
- A.13. Yes, that is possible. The number of centers to award each offeror will be determined based on the quality of the various proposals. If the County is considering an award of fewer centers than the offeror organization proposes, this will be discussed in negotiation. In the submitted initial proposal, offerors may indicate the potential impact if fewer centers were to be awarded.
- Q.14. Will Arlington Center also be part of this or is it separate?
- A.14. Proposals submitted in response to this RFP should include only Fairfax County, City of Fairfax and/or City of Falls Church Recovery Center Services. Arlington County may choose to ride the resultant contract.
- Q.15. 7.3 Preliminary Work Plan and 7.4 Treatment of Issues seems to be repetitive information from 7.2 Outcomes.
- A.15. Respond to each section in its entirety. If some of the information seems repetitive, indicate that in your response.

All other terms and conditions remain the same.

Jadira Blevins  
 Jadira C. Blevins, CPPB  
 Contract Analyst II

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

\_\_\_\_\_  
 Name of Firm

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

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**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.**

**Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.**