

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201  
NOTICE OF AWARD OF CONTRACT

TO: JK Moving and Storage, Inc.  
44077 Mercure Circle  
Sterling, Virginia 20166

DATE ISSUED: June 15, 2015

CURRENT CONTRACT NO: 559-13

CONTRACT TITLE: Records Management and Storage

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

Your firm is awarded the above referenced contract in accordance with the response submitted by you for Records Management Request for Proposal. The contract term covered by this Notice of Award is effective July 1, 2015 and expires on June 30, 2025.

This is the FIRST year award notice of a possible TEN year contract. The contract documents consist of the terms, conditions, and specifications of Request for Proposal No. 559-13 and the proposal of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO RFP 559-13 Exhibit B - Pricing Schedule (ATTACHED)
- 2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON Consumer Price Index for the month of APRIL

ATTACHMENTS:

559-13

EMPLOYEES NOT TO BENEFIT:

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

CONFLICT OF INTEREST:

PRIOR TO PLACING AN ORDER FOR GOODS OR SERVICES UNDER THIS CONTRACT, EMPLOYEES ARE RESPONSIBLE FOR ENSURING THAT THEY NOT PROHIBITED FROM PARTICIPATING IN THE CONTRACT UNDER THE RULES SET FORTH IN ARTICLE 9-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION.

VENDOR CONTACT: Michael Faber

TELEPHONE NO.: 703-996-1298

EMAIL ADDRESS: Mike.faber@jkmoving.com

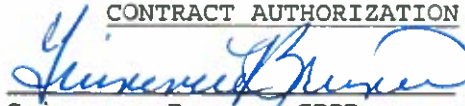
COUNTY CONTACT: Chad Doran (County) and Jan Longman (DHS)

TELEPHONE NO.: \_\_\_\_\_

EMAIL ADDRESS: cdoran@arlingtonva.us

EMAIL ADDRESS: jlongman@arlingtonva.us

CONTRACT AUTHORIZATION

  
Guinevere Bruner, CPPB  
Procurement Officer

6/15/15  
Date

DISTRIBUTION

VENDOR: 1  
BID FOLDER: 2

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

**AGREEMENT NO. 559-13**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between JK Moving and Storage, Inc. 44077 Mercure Circle Sterling, VA 20166 ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The contract documents consist of this Agreement, Exhibit A (Scope of Services), Exhibit B (Pricing Schedule), Exhibit C (Non-Disclosure and Data Security Agreement, Exhibit D (Business Associate Agreement), Attachment A (Locations) and Attachment B (Training Schedule) (collectively, "Contract Documents").

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

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

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide secure records storage, maintenance and related services as more fully described in Exhibit A. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

**3. CONTRACT TERM**

The term of this Agreement will commence on July 1, 2015, and shall be completed no later than June 30, 2016, subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor for not more than nine (9) additional twelve (12) month periods, July 1, 2016 through June 30, 2025.

**4. CONTRACT AMOUNT**

The Contract unit price(s) set forth in Exhibit B shall remain firm until June 30, 2016 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days prior to the Price Adjustment Date. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending on the APRIL of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and upon a contract amendment executed by the parties and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

**5. PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer(s) of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer(s). Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit B) on which no work has been done. The Project Officer(s) will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**6. PROJECT OFFICER(S)**

The performance of the Contractor is subject to the review and approval of the County Project Officer(s) ("Project Officers or POs"), identified as Chad Doran, County PO, and Jan Longman, Department of Human Services PO. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

**7. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

**8. PAYMENT OF SUBCONTRACTORS**

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

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

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

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

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

#### **9. NON-APPROPRIATION**

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

#### **10. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

The Contractor acknowledges that this Contract will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and

that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, the Contractor acknowledges that the items or services covered by this Contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract

**11. COUNTY PURCHASE ORDER REQUIREMENT**

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

**12. PROJECT STAFF**

The County will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

**13. BACKGROUND CHECKS**

All Contractor employees and/or subcontractors shall go through a full vetting process prior to employment that includes a criminal background check, drug testing, character and professional reference qualifications. Once hired, Contractor employees and/or subcontractors shall be trained on confidentiality issues and sign non-disclosure statements prior to handling records or gaining access to proprietary information for the County. The Contractor employees and/or subcontractors shall be subject to continued random drug screenings and a periodic criminal background check every three (3) years. Contractor employees and/or subcontractor employees shall be given continued training on industry best practices as well as current legislation that affects the Contractor's responsibility as managers of County information. Documentation of background checks and subsequent screenings shall be available upon request of the Project Officers.

**14. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

**15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin,

age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

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

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.



**18. SAFETY**

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer(s) at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

**19. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

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

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

in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

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

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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

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

#### **20. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

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



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

**21. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, Officer(s), current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

**22. OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer(s) or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer(s) or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer(s), including "hard copies" of computer records, and at the County's request, shall destroy

all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

### **23. DATA SECURITY AND PROTECTION**

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Contract and the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" (also referred to as "County Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement (NDA).** The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer(s) upon request.
- (b) **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- (c) **Data Protection.** The Contractor agrees that it will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of

the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County's Chief Information Security Officer(s) or designee.
- (e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County's Chief Information Security Officer(s) or designee, the downloading of County information onto laptops or other portable storage medium is prohibited without the express written authorization of the County's Chief Information Security Officer(s) or designee.
- (f) **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer(s).
- (g) **Notification of Security Incidents.** The Contractor agrees to notify the County Chief Information Officer(s) and County Project Officer(s) within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.
- (h) **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan/s.

#### **24. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics,

conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**25. COUNTY EMPLOYEES**

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

**26. FORCE MAJEURE**

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

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

**27. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

**28. RELATION TO COUNTY**

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

**29. ANTITRUST**

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

**30. REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer(s) shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer(s), and shall be submitted for advance review and comment by the Project Officer(s). The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

**31. AUDIT**

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. The Contractor shall provide any documents requested by the County within fifteen (15) calendar days of such request. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

**32. ASSIGNMENT**

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

**33. AMENDMENTS**

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

**34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

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

**35. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer(s) for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer(s) may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer(s), County Manager, County Board, or a court.

**36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

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



**37. ARBITRATION**

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

**38. NONEXCLUSIVITY OF REMEDIES**

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

**39. NO WAIVER**

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

**40. SEVERABILITY**

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

**41. NO WAIVER OF SOVEREIGN IMMUNITY**

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

**42. SURVIVAL OF TERMS**

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

**43. HEADINGS**

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

**44. AMBIGUITIES**

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

**45. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such



as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Michael J. Faber, CRM - Vice President  
JK Moving and Storage, Inc.  
44077 Mercure Circle  
Sterling, Virginia 20166

**TO THE COUNTY:**

Chad Doran, County Project Officer  
Arlington County Department of Technology Services  
2100 Clarendon Boulevard, Suite 610  
Arlington, Virginia 22201

AND

Jan Longman, DHS Project Officer  
Arlington County Department of Human Services  
2100 Washington Blvd, 4<sup>th</sup> Floor  
Arlington, VA 22204

AND

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

**46. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**47. INSURANCE REQUIREMENTS**

Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- e. Additional Insured - Arlington County, and its Officer(s), elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation and Auto and Professional Liability. A copy of the Additional Insured endorsement must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. . Failure to provide such documentation shall result in cancellation of the award or of the Contract.
- f. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

i. Certificate Holder - The Certificate Holder must be identified as:

The County Board of Arlington County, VA  
c/o The Purchasing Agent  
2100 Clarendon Boulevard, Suite 500  
Arlington, VA 22201

j. Employee Dishonesty Coverage, or an Employee Dishonesty Bond, in the amount of \$500,000.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

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

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

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the

County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

**48. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>

**49. HIPAA COMPLIANCE**

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an Arlington County Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington County's Business Associate Agreement and in a form approved by the County. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors and for the failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH, and shall indemnify County for any and all loss, damages, liability, exposure, or costs resulting therefrom.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

JK Moving and Storage, Inc.

AUTHORIZED  
SIGNATURE:



AUTHORIZED  
SIGNATURE:



JON THEISS

NAME: MICHAEL E. BEVIS  
TITLE: PURCHASING AGENT

TITLE: GENERAL MANAGER

DATE: 6/15/15

DATE: 6/11/2015

**AGREEMENT NO. 559-13**  
**EXHIBIT A**

**SCOPE OF SERVICES**

The Contractor is responsible for the following tasks, deliverables, and schedule related to the County's records management. In performing this Contract, the Contractor must cooperate with The Library of Virginia in complying with the Rules and Regulation promulgated by the Library Board pursuant to the Virginia Public Records Act (Virginia Code 42.1-76 et seq.) Additionally, the Contractor must follow the all the regulations and guidance adopted and/or published by the Library of Virginia. A record defined by the Library of Virginia (42.1-77) as information that documents a transaction or activity, by or with, any public Officer(s), agency or an employer of an agency. Regardless of physical form or characteristic, the recorded information is a public record if it is produced, collected, received or retained in pursuant of law or in connection with the transaction of public business. The medium upon which such information is recorded has no bearing on the determination of whether the recording is public record.

**SECTION A. INITIAL TRANSFER OF RECORDS**

- 1.1 The Contractor shall appoint a designated representative and backup contact to oversee the initial transfer of records. The Contractor shall provide name, email address, phone number and cell phone number to the County Project Officers. Should the representatives change at any time, the County Project Officers shall be notified within twenty-four (24) hours with the new contact information.
- 1.2 The Contractor shall transfer records from two (2) Arlington County locations. The transition tasks shall include, but are not limited to, system configuration, initial inventory and reconciliation, re-boxing as needed, staging, barcoding and labeling, transfer, destruction, box-level data entry and indexing, and training as further outlined below.
  - 1.2.1 Woodmont Center - 2422 N. Fillmore St Arlington, VA 22207
  - 1.2.2 DHS Commercial Storage Facility - Metropolitan Archives 2270 Beaver Rd, Landover, MD 20785
- 1.3 After all records have been transferred to the Contractor's facility (ies), the Contractor shall adhere to the requirements set forth in Section B - Ongoing Records Storage and Related Services.

**2. RECORDS TRANSFER FROM ARLINGTON COUNTY LOCATION - WOODMONT CENTER**

- 2.1 The Contractor shall securely transfer, according to Act and Guidance issued by the Library of Virginia for Records Management (hereinafter Act and Guidance), all boxes identified for transfer from the Woodmont Center to the Contractor's facility(ies). The Contractor shall transfer approximately 2,000 boxes from Woodmont Center to the Contractor's facility (ies).
- 2.2 The Contractor shall be responsible for re-boxing (when necessary to comply with Act and Guidance), bar coding, inventorying (number of boxes moving), indexing(County information on labels), and completing data entry for all boxes to being transferred from the

Woodmont Center to the Contractor's facility. The Contractor shall identify and repack any boxes that have been damaged during the transfer prior to shelving, this will include: crushed boxes and torn or ripped boxes.

- 2.3 The Project Officer(s) will determine the scheduling and timing of the staging and transfer. Total transfer of boxes from Woodmont Center to Contractor's facility (ies) shall not take longer than three (3) weeks total from the time the Project Officer(s) indicates the transfer shall commence.
- 2.4 The Contractor shall send a team of two (2) to four (4) employees to the County's storage facility to facilitate the move.
- 2.5 The Contractor shall label all boxes with the Contractor's barcode numbers and scan all boxes into their inventory prior to moving those boxes into a temporary staging location within Woodmont and include County index number if available. The Contractor shall move the boxes from the shelves to the staging area.
- 2.6 Upon approval from the Project Officer(s), the Contractor shall remove boxes (250 per day) from the temporary staging area and place them on pallets supplied by the Contractor. The Contractor shall have pallets loaded with boxes in tiers of eight (8), no more than five (5) high for a total of forty (40) per pallet to ensure minimal damage to boxes.
- 2.7 The Contractor shall relocate approximately 250 boxes per day, with the entire relocation process taking nine (9) business days, one (1) business day to move boxes from the shelves to the staging area within Woodmont and eight (8) business days to transfer the boxes to the Contractor's facility (ies).
- 2.8 The Contractor shall transfer all pallets directly to the Contractor's facility (ies). The Contractor shall unload pallets from the truck and complete the receiving process on the same business day as each transfer from Woodmont according to Act and Guidance. The Contractor shall then scan all of their bar codes affixed to the boxes to ensure the same boxes removed from Woodmont are received at the Contractor's facility (ies).
- 2.9 The Contractor shall index County data by inputting all information contained on box labels into their online system as more fully described in Section E. The Contractor shall capture all information located on the outside of the boxes prior to shelving it at their facility (ies).

The boxes shall be stored on industrial shelving as defined by the Act and Guidelines.

- 2.10 The Contractor shall submit an electronic inventory report in Microsoft Excel to the County's Project Officer(s) via email at the end of each transfer day showing all of the boxes transferred that day, boxes that have not been transferred, and boxes that were previously transferred.

**2.11** The Contractor shall provide the County Project Officer(s) with a full report at the end of the initial transfer, cross-referencing the County's indexed information to the Contractor's barcode numbers in Microsoft Excel. This report shall include the full electronic inventory as well as any discrepancies including whatever information is available.

**2.12** If there are any discrepancies, the Contractor shall reconcile the discrepancies by (1) notifying the County Project Officer(s), (2) researching the issue through physical inspection and/or analysis of the chain of custody records, and (3) proposing a remediation method

**2.13** The Contractor shall ensure that either the Contractor or the County's indexed number if available can be used to request boxes throughout the transition process.

### **3. RECORDS TRANSFER FROM METROPOLITAN ARCHIVES**

**3.1** The Contractor shall securely transfer, according to Act and Guidance, all boxes identified for transfer from Metropolitan Archives to the Contractor's facility(ies). The Contractor shall transfer approximately 6,000 boxes from Metropolitan Archives to the Contractor's facility (ies).

**3.2** The Project Officer(s) will request an electronic inventory of all items being held at the Metropolitan Archives facility and will add the Contractor to the authorized list of personnel able to request services from Metropolitan Archives for the sole purpose of box retrieval for the transfer.

**3.3** The Project Officer(s) will determine the scheduling and timing of the initiation of staging and transfer. Total transfer of boxes from Metropolitan Archives to the Contractor's facility (ies) shall take no longer than sixty (60) calendar days from the time the DHS Project Officer indicates it should commence unless otherwise negotiated and agreed to by the DHS Project Officer.

**3.4** The Contractor shall work with the Metropolitan Archives' operations team to determine the days in which pickup of boxes are to occur, the volume of records available for pick-up each day (target of 1,200 to 2,400 cubic feet per week, and pickup logistics.

**3.5** The Project Officer(s) will ensure that Metropolitan Archives will retrieve boxes and palletize them for ease of loading. Records will be presented to the Contractor boxed, stacked on pallets, and shrink wrapped. Pallets will contain between 40 to 48 boxes.

**3.6** Contractor shall return pallets to Metropolitan Archives within two (2) weeks of transfer. On the agreed transfer day(s), the Contractor shall arrive with a tractor trailer into which the boxes shall be loaded. The Contractor shall obtain a list from Metropolitan Archives of the boxes to be transferred each day with the total quantity noted.



3.7 The Contractor shall transfer all pallets directly to the Contractor's facility. The Contractor shall unload pallets from the trailer and complete the receiving process on the same business day as each transfer from Metropolitan Archives according to Act and Guidance.

3.8 The Contractor shall place barcode labels on each box and shall scan all items into the Contractor's online system cross-referencing the Contractor's barcode number with the Metropolitan Archives' barcode number.

3.9 The Contractor shall be responsible for re-boxing (when necessary to meet standards in Act and Guidance) and bar coding; indexing with the Metropolitan Archives bar code as well as the Contractor's.

3.10 The Contractor shall submit an electronic inventory report in Microsoft Excel to the County's Project Officer(s) via email at the end of each transfer day showing all of the boxes transferred that day, boxes that have not been transferred, and boxes that were previously transferred.

3.11 The Contractor shall provide the County Project Officer(s) with a full report at the end of the initial transfer, cross-referencing the Metropolitan Archives' barcode number to the Contractor's barcode number in Microsoft Excel. This report shall include the full electronic inventory as well as identify any discrepancies.

3.12 If there are any discrepancies, the Contractor shall reconcile the discrepancies by (1) notifying the County Project Officer(s), (2) researching the issue through physical inspection and/or analysis of the chain of custody records, and (3) proposing a remediation method.

3.13 The Contractor shall ensure that either the Metropolitan Archives' barcode number or the Contractor's bar code number can be used to request boxes during the transition. Arlington County staff will have the ability to search and query for either number in the online system within one (1) business day of the transfer.

#### **4. CERTIFIED DESTRUCTION OF IDENTIFIED RECORDS REMOVED FROM WOODMONT CENTER**

4.1 After the initial transfer of retained records, and at the request of the Project Officer(s), the Contractor shall dispose of boxes that have met their required retention period and will not be transitioning over to the Contractor's facility (ies). The Contractor shall dispose of records pursuant to the requirements of Act and Guidance, complete the Library of Virginia RM-3 form and issue the required certificates of destruction and submit to the Project Officer(s) within one (1) business day of destruction.

4.2 Destruction will occur at the Contractor's facility (ies).

#### **SECTION B - ONGOING RECORDS STORAGE AND RELATED SERVICES**

## **1. OVERVIEW**

- 1.1** The Contractor shall appoint a designated representative and backup contact to oversee the ongoing records storage and related services. The Contractor shall provide name, email address, phone number and cell phone number to the County Project Officer(s). Should the representatives change at any time, the County Project Officer(s) shall be notified within 24 hours of new representative and all contact information.
- 1.2** The Contractor shall provide an online system with the capability to electronically capture the information required to proceed with document management and destruction. (Section 7 below)
- 1.3** The Contractor must manage the complete records' life cycle including storage, oversight, and destruction based on varying retention schedules of the Guidelines of the Commonwealth Virginia Public Records Act. Contractor shall provide all required labor, materials and facilities related to the transportation, storage, and management of the County's records. While the Contractor is required to provide these services, the County may choose to transport their own records to and from the Contractor's facility (ies).
- 1.4** The County will provide a list of Authorized County Personnel (ACP) that may request pickup and/or delivery of records at Contract Execution. Each person on the ACP list will have a department/division associated with their name. Modifications to the list of ACP will only be made by the Project Officer(s). The Project Officer(s) shall have access to all records.

## **2. PICKUP AND DELIVERY OF RECORDS**

- 2.1** The Contractor shall deliver and pick up boxes when requested by an ACP.
- 2.2** The ACP is defined as the designated Records Coordinator(s) in each department/division or Constitutional office. Retrieval and pickup requests may be made either by fax, phone, via the online system or in-person on an as-needed basis.
- 2.3** The Contractor shall only accept requests for delivery or pickup of boxes for the department that is associated with their name on the ACP list.
- 2.4** Delivery and pickup will be only from and/or to the various locations throughout the County as listed in Attachment A. Modifications to this list may only be made by the Project Officer(s).
- 2.5** When delivering boxes, the Contractor shall check the ACP's identification - Employee Badge. The Contractor shall require the ACP to sign a log when boxes are delivered and picked up, and must be able to provide a copy of the log when requested by the County Project Officer(s). The log should include Box number/Bar Code delivered or picked up; requestor name, requestor department/division, date of request, date and time of delivery and

pickup, and total number of boxes. Copies of this log shall be available electronically to ACP and the Project Officer(s).

- 2.6 If an ACP delivers or retrieves boxes from the Contractor's facility (ies), they shall be required to provide the ACP's identification - Employee Badge, which shall be validated against the list of ACP.
- 2.7 The County may permanently remove a box and the Contractor shall no longer charge us for the storage fee for that box.
- 2.8 The Contractor shall not leave boxes outside of any County facilities. The Contractor shall also pickup boxes inside County facilities.
- 2.9 The Contractor shall combine delivery and pickup into one (1) trip per location (not per department or floor). For example, if the Contractor is delivering to Courthouse Plaza for multiple floors, this will be considered one (1) trip. If the Contractor is delivering to Courthouse Plaza and Sequoia, this will be considered two (2) trips.
- 2.10 The Contractor shall not have a minimum number of boxes per request.
- 2.11 The County may require emergency deliveries outside of normal operating days/hours. Contractors shall provide emergency 24/7/365 (366) access to County records. Contractor shall request approval from the Project Officer(s) for all emergency deliveries.
- 2.12 The Contractor's drivers shall be uniformed and have proper identification to include a valid driver's license, and current company identification badge.

### **3. RECORDS STORAGE FACILITY REQUIREMENTS**

- 3.1 The Contractor's facility (ies) are located at 44077 Mercure Circle Sterling, VA 20166.
- 3.2 The Contractor's facility (ies) must be fire-resistant, physically secure, and environmentally controlled to ensure proper preservation.
- 3.3 The Contractor must operate the storage facility (ies) and not subcontract facility (ies) operations to a third party.
- 3.4 If the storage facility (ies) is leased from another party at any time during the Contract term, a copy of said lease shall be provided to the Project Officer(s) upon demand.
- 3.5 The Contractor shall have documented and enforced policies and operating procedures of the facility (ies) for access, storing, retrieving, utilizing, refiling and destruction records, which must be provided to the Project Officer(s) upon Contract Execution.
- 3.6 The Contractor shall adhere to the requirements of the NARA Facility Standards for Federal Records Storage Facilities. Storage

facilities may be subject to site visits by the County Project Officer(s).

- 3.7 The Contractor shall be responsible for all boxes/records stored in their facility (ies). The Contractor shall have a Disaster and Recovery Plan to address any events that could result in the loss and/or damage of County Records. The Disaster and Recovery Plan shall be provided to the Project Officer(s) at the time of contract execution.
- 3.8 Contractor shall provide a separate area for any boxes identified as having been contaminated by hazardous materials, infiltrated by insects, or exhibiting active mold growth. The Project Officer(s) shall be notified of any boxes in the above condition within one (1) business day of discovery. The Contractor will develop a plan for remediation that is agreed to by the Project Officer(s).
- 3.9 Contractor's facility (ies) shall have a climate controlled on-site room for use by authorized County personnel to view records stored at that facility. This room shall have wireless Internet access as well as fax/copy equipment.
- 3.10 Contractor shall adhere to all national, state, and local fire codes and ordinances and all other current and applicable regulatory requirements with respect to facility standards for fire prevention. All storage facilities shall have both fire detection and fire suppression systems and meet all the current and applicable requirements of the current version of the National Fire Protection Association's Standard for the Protection of Records (NFPA232).
- 3.11 The Contractor shall maintain security at all storage facilities. The facilities shall be equipped with intrusion alarm systems and be monitored 24/7/365 (366). Facilities shall remain locked and access shall be restricted to authorized personnel and be electronically controlled.
- 3.12 Visitors to the storage facility (ies) shall be required to sign in, wear proper identification, and be escorted at all times. Facility (ies)' employees shall wear photo identification.

#### 4. VEHICLES

- 4.1 The Contract shall adhere to the vehicle requirements of the NARA Facility Standards for Federal Records Storage Facilities.
- 4.2 Contractor's vehicles shall be equipped with anti-theft device(s), a fire extinguisher and with a HVAC system. Vehicles shall only be operated by the Contractor's employees.
- 4.3 Contractor's drivers shall be required to carry photo-identification tags and always carry an operational cell phone.
- 4.4 Contractor's drivers shall secure the cargo during the transportation and never leave vehicles unattended.

#### SECTION C. - RECORDS DESTRUCTION

- 1.1 The County will authorize destruction of records that have met State mandated retention requirements pursuant to the Library of Virginia Records Retention and Destruction Schedules. Document Destruction shall adhere to the guidelines detailed in the "Records Destruction" section (Section B - 3.5) of this Agreement.
- 1.2 At the end of each calendar quarter, the Contractor shall provide the County with a list of records eligible to be destroyed. The authorization to destroy will be made via the online system solely by the Project Officer(s).
- 1.3 The Contractor shall ensure that the destruction of all records follows Act and Guidance. The Contractor shall be bonded through the Virginia Department of Treasury, Office of Risk Management and provide proof of that bonding to the Project Officer(s) upon request.
- 1.4 All County records shall be considered as containing identifying information. The Virginia Public Records Act requires that records that contain identifying information shall be destroyed within six (6) months of the expiration of the records retention period (§ 42.1-86.1).
  - 1.4.1 The exceptions to destroying records in accordance with a retention schedule are records subject to pending audit, litigation, whether pending or active, investigations, or request for records pursuant to the Virginia Freedom of Information Act (VFOIA). Once the hold is lifted, the retention period picks up as if the hold never occurred.
- 1.5 Upon notification and authorization by the Project Officer(s), records shall be destroyed within thirty (30) days.
- 1.6 The Virginia Administrative Code (17VAC15-120-130) mandates that records containing identifying information such as social security numbers or proprietary information shall be destroyed in a secure manner in order to prevent unauthorized access. Records shall be shredded, pulped or incinerated. If records are shredded, the Contractor shall use a cross-cut shredder that reduces paper to a size no wider than 3/8 inches to make information recovery impossible. The Contractor shall use locked bins to protect the records prior to shredding. The County promotes environmentally responsible practices. To the greatest extent possible, the Contractor should attempt to recycle materials that have been securely shredded.
- 1.7 The Contractor shall witness the destruction of County records that are eligible and authorized by the Project Officer(s) to be destroyed pursuant to Act and Guidance.
- 1.8 The Contractor shall provide an original Certificate of Destruction to the County once records have been destroyed within one (1) business day of destruction. The Certificate shall at a minimum provide the following information: list of records destroyed with bar codes, name of the person who destroyed the records, cubic

footage and the date of the destruction. The Certificate will be attached to the RM-3 form that the County will provide to the Library of Virginia.

- 1.9 Destruction must occur at the Contractor's facility (ies).

#### **SECTION D. DOCUMENT SCANNING AND REPLICATION ON DEMAND**

Upon request, the Contractor shall perform complete and accurate conversion of text and graphic images in existing documents (e.g., correspondence, files, technical manuals, bound books, land records, charts, engineering drawings, legal instruments, medical records, photographs, etc.) in whatever media format, size, and condition they currently exist (e.g., paper, x-rays, microfiche, microfilm, roll film, etc.) onto a new delivery/storage media (e.g., CD-ROM disks, 4mm/8mm magnetic tape, magnetic storage disks, microfiche, microfilm, roll film, etc.) in any required format (e.g., raster images, ASCII text, SGML tagged for electronic distribution or publishing, PDF, PDF/A, TIFF image files, etc.) as required for use in the County's Records Management system or other County business systems. The original media shall not be destroyed as part of this process. Only ACPs may request document scanning and replication.

#### **SECTION E. - ONLINE SYSTEM**

- 1.1 The Contractor shall have an online system ("System") accessible by ACPs and the Project Officer(s) for both Records Management and Account Management (Billing) functions prior to the transfer of any boxes.
- 1.2 The Contractor shall work with the Project Officer(s) to determine how the County's existing box information will be stored in the Contractor's system on a field by field basis for the initial transfer from Woodmont and Metropolitan Archives. The Contractor shall be responsible for inputting and merging the County's existing box information into their online system.
- 1.3 The Contractor shall provide a user manual for the System.
- 1.4 The Contractor shall make available to ACPs, through the System, at all times, the locations where the County's records are stored.
- 1.5 The Contractor's System shall:
  - 1.5.1 Allow ACP to enter service requests for Delivery/Retrieval/Pickup and Destruction.
  - 1.5.2 Route requests for approval/denial to Project Officer(s) for Emergency pickup/delivery and Destruction. No requests will be completed for emergency pickup/delivery or Destruction without the Project Officer(s)'s authorization.
  - 1.5.3 Meet or exceed HIPAA standards

**1.5.4** Automatically capture/apply date restrictions and prescheduled pickups/deliveries

**1.5.5** Capture the following data (if applicable):

<b>Data Fields for Delivery/Retrieval/Pickup Requests</b>	
1	Department/Division Name/ID
2	Delivery Address including floor and room/suite number
3	Department/Division Authorized County Personnel name
4	Department/Division Authorized County Personnel phone number
5	Special instructions to driver
6	3+ Email addresses for notifications (if needed)
7	Scheduled Pickup/Delivery date/time
8	Service Type
9	Box number(s), file numbers, barcodes
10	Priority
11	Purchase Order Number
12	Auto-generated Request Number

**1.5.6** Capture Box Description Data, including (if applicable):

<b>Data Fields for New Storage</b>	
1	Department/Division Name/ID
2	Box Number (auto-generate; print label)
3	Date Range (from/to)
4	System Input Date
5	Retention Schedule Number and Description
6	Destruction Date (with drop-down options)
7	Description
8	Secondary Description
9	Additional fields to build box/file profile

**1.5.7** The System shall allow only ACPs and the Project Officer(s) to search for records, and order services from a pre-defined list agreed upon by the Contractor and the Project Officer(s).

**1.6** Allow ACP's to obtain query and retrieve real-time online reports for services provided over the life of the Contract (current and historical data) that include the following information:

**1.6.1** Total Record Volume (cubic feet; boxes; other metrics(tapes)) by department/division

**1.6.2** Volume rates over time (increase/decrease; by department/division)

**1.6.3** Volume by record type(boxes, tapes), services(number of Delivery, Retrieval, Pickup, Destruction, Scan on Demand, etc.) and related costs by department/division



- 1.6.4 Record owners(Dept./Division) and retention schedules associated with each box
- 1.6.5 Facility location by box/tape container
- 1.6.6 Pending destruction or destroyed date(s)
- 1.6.7 Boxes/tapes checked out of storage by box number/bar code
- 1.6.8 Records permanently removed
- 1.6.9 Prevent users from submitting records for storage without the required fields.
- 1.6.10 ACP Originator or Project Officer(s) Originator of Service Request
- 1.6.11 Service Type and Request Number/ID
- 1.6.12 Description
- 1.6.13 Status
- 1.6.14 Date sent to storage initially
- 1.6.15 Flexible Fields -as defined by the Project Officer(s)
- 1.6.16 Legal - Case Caption
- 1.6.17 Legal - Case Number
- 1.6.18 Legal - Document Originator
- 1.7 Provide System support by telephone to ACPs during County Business hours of 8am to 5pm EST Monday through Friday.
- 1.8 The Contractor shall provide onsite (at County facilities) training for County staff on system procedures and use. See Attachment B for Training Schedule and requirements.
- 1.9 System security requirements. The online system shall be secured to prevent accidental or unauthorized access to personal or sensitive information. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. System and networking equipment that support, interact or store County Information shall meet the above standards and industry best practices for physical, network and system security requirements.

## **2. BILLING AND INVOICING**

- 2.1 The Contractor shall provide billing directly to each department in the County based on the PO number associated with each service request. There will be no centralized billing.

- 2.2 The Contractor shall invoice each department monthly for services rendered.
- 2.3 One trip is defined as a trip to a physical address/building and can include multiple suites or floors within that building.
- 2.4 The per trip charge identified in Exhibit B shall be split by the number of requestors within the same physical address.

#### **SECTION F. - TRANSITION OUT**

- 1.1 If/when the Contract is terminated or expires, the Contractor shall implement the agreed upon transition out plan which includes:
  - 1.1.1 The Contractor shall provide all County data and electronic information in the electronic format stipulated by the County at that time.
  - 1.1.2 The Contractor shall provide an electronic copy in a format specified by the Project Officer(s) of all data residing in the System.
  - 1.1.3 The Contractor shall be prepare the County's records by un-shelving, loading on pallets, inventorying, labeling and shrink wrapping on individual pallets.
  - 1.1.4 The Contractor shall move the pallets to Contractor's loading dock for a secure pickup.
  - 1.1.5 The County will ensure the pallets are returned to the Contractor for reuse.
  - 1.1.6 The Contractor shall work with the County Project Officer(s) to determine a transition out schedule not to exceed sixty (60) days after notification by the Project Officer(s).
  - 1.1.7 The Contractor shall provide a Chain of Custody Form completed and signed by the Contractor and the Project Officer(s).
  - 1.1.8 Upon receiving notice of Arlington County's plans to remove all of the boxes from the Contractor, the Contractor shall provide an exit invoice to be paid prior to release the items from storage.
  - 1.1.9 The Contractor shall assign a Project Manager to work with the County to ensure a smooth and seamless transition to a new facility.
  - 1.1.10 All requests for services as defined in this Agreement shall continue to be performed by the Contractor until the transfer is complete.

**1.1.11** The Contractor shall generate work orders and email to the County Project Officer(s) a list of all boxes to be released at the end of each day, boxes remaining to be released and boxes already released. Any issues that occur during the transition shall be reported to the Project Officer(s).

**1.1.12** The Contractor shall transfer at a rate of 2,000 boxes per week with two (2) allocated transfer days per week of 1,000 each.

**AGREEMENT NO. 559-13**  
**EXHIBIT B**

**PRICING SCHEDULE**

- 1.1** There are no costs or fees for the transfer of records to the Contractor's facility (ies).
- 1.2** There are no costs or fees for the initial data inventorying, indexing, and conversion of data to the Contractor's System.
- 1.3** The cost for performing a one-time destruction event of 4,700 boxes is \$11,750.00 during the initial transfer. This cost includes the capture of the Arlington County control number or reference number and certificate of destruction. If the Contractor is required to capture additional information, a cost of \$1.25 per box will be added for data entry.
- 1.4** At Contract termination or expiration, the Contractor shall charge the Contract rates in the Rate Schedule below for the Transaction Retrieval of records. No surcharge or termination fees shall be allowed.

**PRICING SCHEDULE**

Type	Description	Rate	Unit of Measure
Storage	Hard Copy Record Storage (Paid monthly, in advance)	\$0.1950	Cubic Foot (CBFT)
Storage	Minimum Monthly Storage (Paid monthly, in advance)	\$55.00	Month
Permanent Removal (including Transition Out)	No surcharge or termination fees for the permanent removal of storage records	No Charge	Box
Transportation	Next Business Day Delivery or Pickup during normal business operating hours of 8 am to 5 pm - 1 <sup>st</sup> Box (Request must be placed by 4pm the day prior)	\$17.50	Trip
Transportation	Next Business Day Delivery or Pickup during normal business operating hours of 8 am to 5 pm - Each Additional Box (Request must be placed by 4pm the day prior)	\$1.52	CBFT

Type	Description	Rate	Unit of Measure
Transportation	Priority Delivery or Pickup - 1 <sup>st</sup> Box (Request placed after 4pm for next business day by 5pm; Same day requests placed by 11am for delivery by 5pm)	\$35.00	Trip
Transportation	Priority Delivery or Pickup - Each Additional Box (Request placed after 4pm for next business day by 5pm; Same day requests placed by 11am for delivery by 5pm)	\$1.83	CBFT
Transportation	Rush Delivery or Pickup - 1 <sup>st</sup> Box (Request placed by 3pm delivered within 2 hours)	\$55.00	Trip
Transportation	Rush Delivery or Pickup - Delivery or Pickup Each Additional Box (Request placed by 3pm delivered within 2 hours)	\$2.55	CBFT
Transportation	Emergency Delivery or Pickup - 1 <sup>st</sup> Box (After 3pm; weekends; holidays - delivered within 2 hours - Subject to 4 hour minimum)	\$105.00	Hour
Transactions	New Box Additions	\$1.52	CBFT
Transactions (Retrieval occurrences limited to 36 CBFT per day)	Next Day Retrieval/Refile Box	\$1.52	CBFT
Transactions (Retrieval occurrences limited to 36 CBFT per day)	Priority Retrieval/Refile Box	\$2.58	CBFT
Transactions (Retrieval occurrences limited to 36 CBFT per day)	Rush Retrieval/ Refile Box	\$3.50	CBFT
Transactions (Retrieval occurrences limited to 36 CBFT per day)	Emergency Retrieval/ Refile Box	\$5.10	CBFT
Additional Services	Photocopy per Page	\$.55	Page
Additional Services	Box Indexing (Up to 75 characters per box)	\$1.60	Box
Additional Services	File by File Indexing (2 fields)	\$.15	File

Type	Description	Rate	Unit of Measure
Additional Services	Interfile - File to a Box or Documents to a File	\$2.75	File
Additional Services	Scanned Image Available via Web within 1 Hour (Includes retrieval and first 5 pages)	\$10.00	File
Additional Services	Scanned Image Available on Web Server within 5 Hours (Includes retrieval and first 5 pages)	\$8.00	File
Additional Services	Scan and Email per Page	\$.80	Page
Additional Services	Special Projects/Miscellaneous Services (Normal business hours)	\$36.75	Hour
Additional Services	Permanent Removal (Excluding retrieval)	No Charge	
Additional Services	Special Projects/Miscellaneous Services (After hours)	\$55.25	Hour
Storage Cartons	Self-folding Standard Records Storage Box with Lid - Lifetime Guarantee	\$2.50	Box
Storage Cartons	Self-folding Legal Storage Box with lid - Lifetime Guarantee	\$4.50	Box
Storage Cartons	Architectural Drawing Bag	\$2.75	Bag
Destruction Service (Shred pricing is all inclusive - transportation and destruction included; Minimum Monthly Charge of One User per Container/Console)	Shred per Pound	\$.12	Pound
Training	See Attachment B Training	No Charge	

**AGREEMENT NO. 559-13**

**EXHIBIT C**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of JK Moving and Storage, Inc. (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 559-13 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer(s) to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer(s). If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.



Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer(s) immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer(s). These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: JON C. THIGSS GENERAL MANAGER

Date: 06/11/2015

**AGREEMENT NO. 559-13**  
**BUSINESS ASSOCIATE AGREEMENT**

**EXHIBIT D**

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

Recitals

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

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

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

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

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

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

**1) Definitions**

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

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.
- b) **Breach**. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA which compromises the security or privacy of the protected health information.

For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.

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

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

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

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages

to create, receive, maintain, or transmit PHI on Business Associates' behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.

- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.
- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly

report to Covered Entity any Security Incident of which Business Associate becomes aware.

- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including but not limited to providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

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

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
  2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
  3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
  4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
  5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and
  6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer(s) and the County Project Officer(s) or designee five business days following Discovery.

### **3) Permitted Uses and Disclosures by Business Associate**

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

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by



Covered Entity.

- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
  - 1. Disclosure is Required By Law;
  - 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
  - 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) **Obligations of Covered Entity**

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

5) **Term, Termination and Breach**

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:



1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
  2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
  3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.
- 6) **Miscellaneous**
- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including but not limited to Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:

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

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

(3) Project Officer(s)  
(please refer to the specific County agreement governing services  
provided to the County for contract information)

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

JK Moving and Storage, Inc.  
Attn: Michael J. Faber  
44077 Mercure Circle  
Sterling, Virginia 20166

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

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

This indemnification shall survive the expiration or termination of this Business

Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure

to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.

- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

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

Arlington County, Virginia

By: Sandra K DeGray By: \_\_\_\_\_  
(Signature)

Name: Sandra K DeGray

Title: County Privacy Officer(s)

Date

JK Moving and Storage, Inc.

By: Joel C THISS  
(Signature)

Name: JOEL C THISS

Title: GENERAL MANAGER

Date: 06/11/2015

AGREEMENT NO. 559-13

ATTACHMENT A

ARLINGTON COUNTY FACILITIES LISTING

<u>Building Name</u>	<u>Address</u>
Argus House	1527 Clarendon Blvd. Arlington, Va. 22209
Arlington Art Center	3550 Wilson Blvd. Arlington, Va. 22201
Arlington Childcare Center	1915 N. Uhle. St. Arlington, Va. 22201
Arlington County Detention Facility	1435 N. Courthouse Rd. Arlington, Va. 22201
Art House II (Operation Bldg.)	2910 Jefferson Davis HWY
Art House III	2900 S. Eads St.
Aurora Hills Library	735 S. 18th St. Arlington, Va. 22202
Aurora Hills Rec. Center	735 S. 18th St. Arlington, Va. 22202
Barcroft Sports Complex	4200 Four Mile Run Drive Arlington, Va. 22204
Butler Building (WPCP)	3180 S. Eads St. 22202
Carlin Hall	5711 South 4th St. Arlington, Va. 22204
Central Library	1015 N. Quincy St. Arlington, Va. 22204
Cherrydale Library	2190 Military Rd. Arlington, Va. 22207
Columbia Pike Library	816 S. Walter Reed 22204
Courts Police Building	1425 N. Courthouse Rd Arlington, Va. 22201
Courts Square West	1400 N. Uhle St. Arlington, Va. 22201
Courthouse Plaza I	2100 Clarendon Blvd. Arlington Va. 22201
Cultural Affairs Building	3700 S. Four Mile Run Arlington, Va. 22203
Crystal City Pedestrian Tunnel	Route 1 S. 23rd Street 22202
Dawson Terrace Rec. Center	2133 N. Taft Arlington, Va. 22201
Department of Parks and Rec Building	2700 Taylor Street Arlington, Va. 22206
Equipment Division	2701 S. Taylor St. Arlington, Va. 22201
Fairlington Recreation Center	3308 S. Stafford St. Arlington, Va. 22206
Fire Training	2800 S. Taylor St. Arlington, Va. 22206
Fire Training Academy (Storage Bldg.)	S. Taylor St.
Fort CF Smith Main House	2411 N. 24th St. Arlington, Va. 22207
Glen Carlyn Library	300 Kensington St. Arlington, Va. 22204
Gulf Branch Nature Center	3608 N. Military RD. Arlington, Va. 22207
Gunston Bubble	2700 S. Lang Street Arlington, Va. 22202
Lee Community Center	5722 Lee Hwy. Arlington, Va. 22207

Long Branch Nature Center	625 Carlin Spring Arlington, Va. 22209
Lubber Run Ampitheater	N. Columbus & 2nd St. N.
Lubber Run Recreation Center	300 N. Park Dr Arlington, Va. 22203
Madison Recreation Center	3829 N. Stafford St. Arlington, Va. 22207
Motorola Building	2701 S. Nelson Street Arlington, Va. 22206
Oakland Streets Warehouses	2704 - 2706 Oakland St. Arlington, Va.
Pentagon City Pedestrian Tunnel	Route 1 S. 23rd Street 22202
Sequoia I	2100 Washington Blvd. 22204
Shirlington Lib./Signature Theater	4200 Campbell Avenue Arlington, Va. 22206
Signature Building (Old)	3806 S. Four Mile Run Drive Arlington, Va 22206.
Solid Waste/Traffic Engineering Building	4300 South 29th St Arlington, Va. 22206
Sullivan House	3103 N. 9th Rd Arlington, Va. 22201
The Thomas Building	2020 N. 14th St. 22201
Trade Center	2770 South Taylor Street Arlington, Va.
Traffic Engineering Warehouse	4280 S. 29th St. Arlington, Va. 22206
Walter Reed Community Center	2909 S. 16th St. Arlington, Va. 22204
Water, Sewer and Streets Administration	4200 S. 28th St. Arlington, Va. 22206
Water, Sewer and Streets Maintenance	4202 S. 28th St. Arlington, Va. 23120
Water, Sewer and Streets Warehouse	4202 S. 28th St.
Westover Reed Library	1644 N. McKinley Street Arlington, Va. 22204
Woodmont Center	2422 N. Fillmore St. Arlington, Va. 22207

**AGREEMENT NO. 559-13**

**ATTACHMENT B**

**TRAINING SCHEDULE**

- 1.0 The Contractor shall provide two (2) on-site instructor-led, hands-on training sessions at a location and time designated by the Project Officer(s).
- 2.0 The training shall occur within thirty (30) days of notification of the Project Officer(s).
- 3.0 The training shall address general services provided by the Contractor including:
  - 3.1 Service Requests
  - 3.2 Bar Code Placement
  - 3.3 Data Fields
  - 3.4 Data Entry Template
  - 3.5 Importance of Authorized Users
  - 3.6 Reporting
- 4.0 The training shall address usage of the Contractor's online system including:
  - 4.1 How to gain access
  - 4.2 Administrative components including
    - 4.2.1 Facility set ups
    - 4.2.2 User maintenance
  - 4.3 Searches and Queries
  - 4.4 Ordering Services
  - 4.5 Work Order Status and Proof of Pickup and Delivery
  - 4.6 Invoice Review
  - 4.7 Reporting