

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals.

To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Offerors must register in the Bonfire portal in order to download the RFP documents and submit a response to this RFP.

Submitting proposals via the Bonfire portal is mandatory.

Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail).

A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed.

Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL
(<https://fairfaxcounty.bonfirehub.com>)

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Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile. ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 14, Submission of Proposal, for additional information.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.



FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: May 2, 2023	REQUEST FOR PROPOSAL NUMBER: RFP 2000003489	TITLE: Continuous Duty Nursing and Temporary Health Care Services
DEPARTMENT: Health Department	DUE DATE/TIME: June 2, 2023, at 10:00 AM	CONTRACT SPECIALIST: Vincenza Githens Vincenza.Githens@fairfaxcounty.gov ; 703-324-6168

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole
Proprietor)

Prompt Payment Discount: ___% for payment within
___days/net ___days

State Corporation Commission (SCC)
Identification No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Attachment A, by any other relevant certifications set forth in Attachment A, and the Affirmation of Legally Required Contract Terms set forth in Attachment A.

Vendor Legally Authorized Signature

Date

Print Name

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent by way of upload to Fairfax County's procurement portal at <https://fairfaxcounty.bonfirehub.com> until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev 7/2018



SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of the services listed below for the County of Fairfax, Virginia:

- a. Continuous Duty Nursing Services
- b. Temporary Health Care Services (Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, X-Ray Technicians, Pharmacists, Pharmacy Technicians, Behavioral Health Nurses, Behavioral Health Case Managers, Behavioral Health Specialists, Developmental Disability Specialists, Case Aides, Case Workers, and Administrative Assistants)

It is anticipated that multiple contracts will be awarded for Continuous Duty Nursing Services and one contract awarded for Temporary Health Care Services.

1.2. Qualified firms or individuals may submit a proposal for any position listed for Continuous Duty Nursing Services or Temporary Health Care Services, or any combination of these services/positions.

1.3. Temporary Health Care Services will be requested by the County on a same day or on-call basis. Depending on the service needed, these services may be provided at Fairfax County Health Department sites, Fairfax County Public School (FCPS) sites, Fairfax County Adult Detention Center, or at other sites throughout the County.

1.4. Continuous duty nursing services are considered to be "portal to portal", meaning the nurse will meet their student at their home (or at another designated location) at the beginning of the day, and accompany the student throughout the day, including the ride to and from the school location via school bus (as provided by Fairfax County Public Schools). The services will continue at the school location and will remain in effect until the child arrives at their after-school destination. The number of students requiring services may vary during the course of the school year. The typical workday will depend on the students' needs and may include a shortened school day.

1.5. Continuous duty nursing services for students with special healthcare needs may be required at any Public School within Fairfax County or the City of Fairfax to include Key and Kilmer Center Health Rooms. (School locations are available online at <http://www.fcps.edu/>).

1.6. All Continuous duty nursing staff providing direct services under the resulting contract(s) must have the ability to work independently and support the Health Department values, cited in paragraph 3.2. Background, as well as adhere to professional standards.

1.7. In the event that Continuous duty nursing services are not available and the student misses school, the County must provide, upon parent/guardian request compensatory educational time with nursing services.

2. CONTRACT PERIOD AND RENEWAL:

2.1. This contract will begin on July 1, 2023, or date of award, whichever is later, and terminate on June 30, 2028.

2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County purchasing department. The County reserves the right to renew the contract for an additional two (2) years, one (1) year at a time, based on satisfactory Contractor performance and if agreeable to all parties.

2.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are

dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

3. BACKGROUND:

- 3.1. Continuous Duty Nursing – In March 1999, the U.S. Supreme Court handed down a decision, Cedar Rapids Community School District, v. Garret F., stating that children with complex medical needs must be provided access to services in the Public Schools per the Individuals with Disabilities Education Act (20 U. S. C. §1400(c)). Continuous nursing services will be needed for approximately seventy students who attend Fairfax County Public Schools (actual number of students will vary throughout the school year) where the school is not otherwise able to meet the medical needs of the student. These nursing services must be provided throughout the school year to include extended school year and after school activities.
- 3.2. The Health Department values are as follows; Making a Difference (Making a positive impact on the health of individuals and the community where we live and work); Excellence (Doing the right thing at the right time and doing it well); Respect (Treating everyone with dignity while valuing their differences); Integrity (Adhering to honest, ethical behavior in our daily work); Customer Service (Listening and responding appropriately in a timely manner to help meet customer needs).
- 3.3. Temporary Health Care Services are needed by several Fairfax County agencies including the Health Department, Sheriff's Office, Community Services Board, and Department of Family Services. Healthcare services are needed at the Key and Kilmer Center Health Rooms, District Office Clinics, and in community settings for the Health Department. These services are needed by the Sheriff's Office to serve individuals at the Adult Detention Center. The Community Services Board requires healthcare services to support clients with serious mental illnesses, substance use disorders, developmental disabilities and/or co-occurring disorders. Temporary Health Care Services are also needed by the Department of Family Services to provide services for older adults and adults with disabilities, or at-risk children and families either in their home or community.

4. TASKS TO BE PERFORMED:

Qualified offerors are encouraged to submit a proposal demonstrating their ability to provide the services listed in Appendix B and/or Appendix C for the following positions:

- 4.1. CONTINUOUS DUTY NURSING SERVICES – See Appendix B for tasks to be performed by the following positions:
 - a. Registered Nurses (RN)
 - b. Licensed Practical Nurses (LPN)
- 4.2. TEMPORARY HEALTH CARE SERVICES – See Appendix C for tasks to be performed by the following positions:
 - a. Registered Nurses (RN)
 - b. Licensed Practical Nurses (LPN)
 - c. Certified Nursing Assistants
 - d. X-Ray Technicians
 - e. Pharmacists
 - f. Pharmacy Technicians
 - g. Behavioral Health Nurses/Case Managers
 - h. Behavioral Health Specialists I
 - i. Behavioral Health Specialists II
 - j. Administrative Assistants

- k. Developmental Disability Specialists I
- l. Developmental Disability Specialists II
- m. Case Aides
- n. Case Workers

5. MINIMUM SERVICE PROVIDER QUALIFICATIONS:

5.1. Registered Nurses:

- a. Be licensed and/or certified in the Commonwealth of Virginia or have multistate licensure privilege to practice in the Commonwealth of Virginia.
- b. Have current County Health Department approved CPR certification from any of the following organizations: American Red Cross, National Safety Council, American Heart Association, American Safety and Health Institute, community colleges, hospitals, rescue squads and/or fire departments. CPR certifications from other sources must receive prior written approval from the County.
- c. Have knowledge and experience in child and adolescent health including working with mildly to profoundly developmentally and/or emotionally disabled clients. Nurses assigned to a public school setting must have the ability to work independently with other staff members in a school environment. (If assigned as a Continuous Duty Nurse)

5.2. Licensed Practical Nurses:

- a. Licensed and/or certified in the Commonwealth of Virginia or have multistate licensure privilege to practice in the Commonwealth of Virginia.
- b. Have current County Health Department approved CPR certification from any of the following organizations: American Red Cross, National Safety Council, American Heart Association, American Safety and Health Institute, community colleges, hospitals, rescue squads and/or fire departments. CPR certifications from other sources must receive prior written approval from the County.
- c. Have knowledge and experience in child and adolescent health including working with mildly to profoundly developmentally and/or emotionally disabled clients. Nurses assigned to a public school setting must have the ability to work independently with other staff members in a school environment. (If assigned as a Continuous Duty Nurse)

5.3. Certified Nursing Assistants:

- a. Have completed training required by the Commonwealth of Virginia and hold Certified Nursing Assistant (CNA) license. Evidence of certification must be provided to the Fairfax County Health Department upon request. CNA training must in accordance with the requirements found on the Virginia Nurse Aide Registries at <http://www.cnatips.com/registry/nurse-aide-va.php>.
- b. Have a current County Health Department approved CPR certification from any of the following organizations: American Red Cross, National Safety Council, American Heart Association, American Safety and Health Institute, community colleges, hospitals, rescue squads and/or fire departments. CPR certifications from other sources must receive prior written approval from the County.

5.4. X-Ray Technicians:

- a. Have completed two (2) years of coursework in X-ray Technology and have proof of successfully passing the certification exam administered by the American Registry of Radiologic Technologists (ARRT).
- b. Be licensed by the Virginia Board of Medicine license to practice as a Radiologic Technologist.

5.5. Pharmacists:

- a. Hold a current license to practice pharmacology in the Commonwealth of Virginia.
- b. Have any combination of education and experience to include the following:
 - 1. Graduation from an accredited college or university with a bachelor's degree in pharmacy; and
 - 2. At least one year of experience performing professional pharmacy work preparing, preserving, compounding, and dispensing medications.

5.6. Pharmacy Technicians:

- a. Be a high school graduate or equivalent
- b. Have an active Pharmacy Technician license with the Virginia Board of Pharmacy,
- c. Be nationally certified as a Pharmacy Technician (CPhT), and
- d. Have at least one year of experience working in a pharmacy.

5.7 Behavioral Health Nurse/Case Manager

- a. These qualifications will be added via addendum

5.8 Behavioral Health Specialist I

- a. These qualifications will be added via addendum

5.9 Behavioral Health Specialist II

- a. These qualifications will be added via addendum

5.10 Administrative Assistant

- a. These qualifications will be added via addendum

5.11 Developmental Disability Specialist I

- a. These qualifications will be added via addendum

5.12 Developmental Disability Specialist II

- a. These qualifications will be added via addendum

5.13 Case Aide

- a. Driver's License (Required)
- b. Graduation from an accredited four-year college or university with a bachelor's degree

5.14 Case Worker

- a. Driver's License (Required)
- b. Master's Degree (Preferred)

6. BACKGROUND CHECKS AND HEALTH SCREENINGS:

6.1. Contractor shall conduct a criminal history background check of all staff prior to the person being assigned to any Fairfax County assignment, as outlined below.

- a. Staff are required to undergo and satisfactorily complete a criminal background record check from Virginia State Police, and Federal Criminal history background check (National Criminal Information Center).
- b. Staff working directly with children must undergo and satisfactorily complete a Department of Social Service's Child Abuse and Neglect Central Registry check through the Virginia Department of Social Services within twelve (12) months prior to placement within County facilities.
- c. In accordance with the Code of Virginia §22.1-296.1, the contractor or assigned persons that have direct contact with students on school property must provide prior certification that all persons have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- d. Driving Record Check
- e. In accordance with the U.S. HHS, Office of Inspector General (HHS-OIG) contractor is required to screen and verify that new and existing persons, in the medical field that require a license, are not on the Office of the Inspector General's Exclusion List (OIG) or the General Service Administration SAM database. The OIG verification must be completed at least one month in advance of assignment. Verification of licensing credentials must be provided to the County upon request.

6.2. Contractor shall conduct health screenings, for occupational health screening purposes, on all positions assigned to direct or indirect patient care and staff are required to undergo a tuberculosis (TB) screening (skin or x-ray tests), results reviewed, and screening determined to be acceptable by the contractor prior to County assignment. Contractor shall provide proof of COVID immunization. The contractor shall be responsible for ensuring screenings are completed by a medical professional or County Health Department clinic. These screenings and reviews must be completed no less than once every two (2) years. Verification of screenings are to be sent to designated County staff upon request for any staff that are assigned to the County under this contract. Contractor shall provide staff with Personal Protective Equipment (PPE).

7. TECHNICAL PROPOSAL INSTRUCTIONS:

7.1. The offeror must submit a Technical Proposal as instructed in Bonfire containing the following information in Sections 7.2.–7.5. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. In addition, the offeror will submit in Bonfire an executed Cover Sheet (DPMM32), all Attachment A documents, and all issued Addenda (as applicable).

7.2. Understanding of the Problem and Technical Approach:

- a. Statement and discussion of the requirements as they are analyzed by the offeror.
- b. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- c. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.
- d. Offeror should provide their policy for corrective action and the company's code of conduct.

7.3. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in Section 5, Task to be Performed and Section 7, Background Checks and Health Screenings in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

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

7.4. Treatment of the Issues:

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

7.5. Statement of Qualifications:

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

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, e-mail address, addresses, names of contact persons, and telephone numbers for such reference. Provide three (3) references and only one reference may be Fairfax County which includes Fairfax County Public Schools.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project in accordance with Section 5, Minimum Service Provider Qualifications. Current telephone numbers must be included.

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.

7.6. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

7.7. Attachment A-8 includes a sample of a Business Associate/Qualified Service Organization Agreement. This Agreement will be sent to potential awardees as part of the Memorandum of Negotiations.

8. CONSULTATION SERVICES:

8.1. The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

9. COST PROPOSAL INSTRUCTIONS:

9.1. The offeror must submit a cost proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Cost Proposal Summary sheet – Attachment B). The following information should be submitted as part of the cost proposal:

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

- a. Offerors must provide a price breakdown for each service separately.
- b. Breakdown of direct labor and labor overhead costs including applicable actual or average hourly rates, overhead rate and supporting schedule.

10. PRICING:

10.1. The subsequent contract will be a fixed hourly rate agreement. See section 22, PAYMENTS, for information regarding what the County will and will not pay for. The rate(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.

10.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

10.3. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)

11. TRADE SECRETS/PROPRIETARY INFORMATION:

11.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials using Attachment A-5.

11.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

12. CONTACT FOR CONTRACTUAL MATTERS:

12.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Vincenza Githens, Contract Specialist
Department of Procurement and Material Management
Telephone: (703) 324-6168
E-mail: vincenza.githens@fairfaxcounty.gov

12.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 17.3).

13. REQUIRED SUBMITTALS:

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

14. SUBMISSION OF PROPOSAL:

- 14.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxCounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxCounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help? Note: it takes an average of 16 minutes to an hour for a response. Therefore, offerors shall take the necessary steps to submit their proposals in advance.

Offerors can view the Bonfire Vendor Support page which provides articles with step-by-step instructions regarding the use of Bonfire: <https://vendorsupport.gobonfire.com/hc/en-us/categories/6796320852247>

Listed below are some helpful articles that will assist offerors regarding Registration and Submission:

- a. Vendor Registration
<https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>
- b. Creating and uploading a submission
<https://vendorsupport.gobonfire.com/hc/en-us/articles/6832869814551-Creating-and-Uploading-a-Submission->

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

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

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

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

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

15. LATE PROPOSALS:

- 15.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

16. PERIOD THAT PROPOSALS REMAIN VALID:

- 16.1. Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

17. BASIS FOR AWARD:

- 17.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 17.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 17.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 12.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 17.4. The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. At this discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in this Request for Proposal and all information developed in the selection process to this point, the Selection Advisory Committee shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

17.5. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

Technical Proposal – 85 points

Cost Proposal – 15 points

- 17.6. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 17.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 17.8. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 17.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 17.10. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

18. INSURANCE:

- 18.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 18.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
 - c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
 - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
 - e. Cyber Insurance, in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual

property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.

f. Liability Insurance "Claims Made" basis:

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

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- g. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- h. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- i. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- j. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- k. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- l. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- m. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- n. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the

- insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- o. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
 - p. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
 - q. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
 - r. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
 - s. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - t. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

19. METHOD OF ORDERING:

- 19.1. The County may use Purchase Orders (PO's) as the method of placing orders from the final contract.
- 19.2. A Purchase Order (PO) will be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 19.3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.4. Performance under this contract is not to begin until receipt of the purchase order or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

20. INVOICING:

- 20.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator monthly statistical reports of the hours of service and billed rate provided by type and an annual aggregated report. Continuous Duty Nursing hours must include hours of service and billed rate provided by type and by student.
- 20.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated.

20.3. The Contractor must transmit an itemized monthly invoice to each department (or as agreed to between both parties), via encrypted email or other secure method in a single Microsoft Excel Worksheet (or Microsoft Excel compatible format), which must include, but is not limited to, the information listed below:

a. For Continuous Duty Nursing:

1. Name of student receiving services
2. Name of nurse providing services
3. Type of Services provided (e.g. RN, LPN, Care Transition, or Inconvenience Pay as defined in Paragraph 23.3.d.)
4. Date of the Services
5. Time of the Services
6. Duration of the Services (in Hours, rounded to the nearest quarter hour)
7. Hourly Rate
8. Total Amount (Hourly Rate * Duration of Services)

Appendix E has been provided to illustrate acceptable invoice formatting for Continuous Duty Nursing.

b. For Temporary Health Care Services: (Look at similar RFP and insert standard language – turn in to AP)

1. Employee name(s)
2. The name of the County department
3. Date of services
4. Position Title
5. Hourly Rate
6. Hours of Service
7. Total Cost (Hourly Rate * Hours of Service)
8. County program manager's name
9. County Purchase Order number
10. County contract number
11. Contractor's unique invoice number and date of invoice
12. Remit to address

20.4. The Contractor must submit a one-page summary invoice with a total amount that corresponds to the aggregate total of all services being billed under Section 20.4 above for that month.

Appendix F has been provided to illustrate the required information.

20.5. The Contractor will mail the invoices and the summary invoice to the individuals identified on the Purchase Order.

20.6. County departments must receive monthly invoices, to the individuals identified in the purchase order, by the 15th of each month following the month the Contractor provided the service.

21. REPORTS:

21.1. The Contractor shall submit the following monthly reports to the County **on the 15th of each month:**

- a. Continuous Duty Nursing notes in accordance with Medicaid standards.
- b. Nurse Supervisor monthly site visits.
 1. Site Visit notes to include at a minimum:
 - a. Date of visit
 - b. Name of Nurse Assigned
 - c. Name of Student

- d. Location of Visit
- e. Comments

- 2. If supervisor provides one-on-one care for a student, then nursing notes are required in accordance with Medicaid standards.

22. PAYMENTS:

22.1. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and thirty (30) days upon receipt of a properly completed invoice as determined by the County. A properly completed invoice should be in the format described in Section 20, INVOICING.

22.2. The County will deduct the amount of any itemized items that are not supported by documentation from the invoice total before payment is issued and will issue a Notification of Adjustment to the Contractor. The Contractor may provide additional documentation to prove the accuracy of the items adjusted within 30 days of the date that the Notification is issued. No further consideration of these adjusted items will be made, and the Contractor agrees to reduce the amount due from the County in accordance with the Notification of Adjustment.

22.3. The County will pay the Contractor for the following Continuous Duty Nursing Services-related items (this does not apply to Temporary Health Care Services):

- a. Overtime at the rate of 1.5 times the hourly rate for hours worked in excess of forty (40) hours per week for an individual.
- b. Hourly rates for a Continuous Duty LPN or RN for any services outside the routine school day.
- c. The primary Continuous Duty nurse will be paid at the hourly rate and the secondary Continuous Duty nurse will be paid 50% of the hourly rate. The County shall not be obligated to pay for any additional expenses incurred by Contractor associated with Continuous Duty Nursing.
- d. Inconvenience Pay for a Continuous Duty nurse for two (2) hours of service if, after arriving at a child's home, the nurse discovers that the child cannot attend school.
- e. Four (4) hours of service for a Continuous Duty nurse for half of the student's scheduled school day, if, after arriving at the school the child must leave the school prior to completing half of their scheduled school day.

22.4. The County will not pay the Contractor for the following Continuous Duty Nursing Services-related items (this does not apply to Temporary Health Care Services):

- a. Any cost associated with the student intake process as detailed in Appendix B, Part b. to include training of staff.
- b. Any service provided on FCPS student holidays, teacher workdays, or whenever schools are closed due to weather.
- c. Any services provided by the Nurse Supervisor.
- d. Any cost associated with orientation of any nurses.

23. CHANGES:

23.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall

be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

23.2.No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

24. DELAYS AND SUSPENSIONS:

24.1.The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

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

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

25. ACCESS TO AND INSPECTION OF WORK:

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

26. PROJECT AUDITS:

26.1.The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:

- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
- b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
- c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
- d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

26.2.These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

26.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

26.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

26.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

27. DATA SOURCES:

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

28. SAFEGUARDS OF INFORMATION:

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

29. ORDER OF PRECEDENCE:

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

30. SUBCONTRACTING:

30.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.

30.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

31. USE OF CONTRACT BY OTHER PUBLIC BODIES:

31.1. Reference Appendix A, General Conditions and Instructions to Bidders, Paragraph 71, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the

"Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).

- 31.2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
- 31.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 31.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 31.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

32. NEWS RELEASE BY VENDORS:

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

33. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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

34. HIPAA COMPLIANCE:

- 34.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) VA Code – Title 32.1, Health, § 32.1-1 et seq. and (3) the Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, Subpart A through Subpart E. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 34.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

35. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 35.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or

authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Payment Address, if different from above:

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

1. Funding: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
2. Non-discrimination: 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 other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination 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 include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
3. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
4. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
5. Contractual Disputes:
 - a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
6. **Drug Free Workplace:** During the performance of a 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 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 conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
7. **Immigration Reform and Control Act:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
8. **Audit of Records:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
9. **Nonvisual Access:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

Signature/Date: _____ / _____

Printed Name/Title: _____ / _____

Company Name: _____

BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications, nor does it establish preferences or set asides for specific classifications.

Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1

NAME OF BUSINESS: _____

LAST 4 DIGITS OF TIN/EIN: _____ **SIGNATURE:** _____

Step 1: Indicate the classification of your business/organization. Select ONLY one (1) option.

☐ Small ☐ Large ☐ Non-Profit ☐ Government Agency/Public Body ☐ Shelter Workshop

Step 2 (OPTIONAL): Indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☐ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Small Business/Organization - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority Business - is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

Women-Owned Business - a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Service-Disabled Veteran - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business - is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit

the SCC identification number after the due date for proposals: ☐

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☐ No
 Fairfax County ☐ Yes ☐ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, Complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

**THIS IS A SAMPLE. COMPLETED ATTACHMENT A-8 WILL BE REQUIRED IF A
CONTRACT IS AWARDED.**

BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate/Qualified Service Organization Agreement ("Agreement") is entered into this ____ day of _____ 2023, by and between Fairfax County ("Covered Entity" or "County"), and [REDACTED] ("Business Associate"), as defined in Section 1.1 below.

RECITALS

A. Fairfax County is a Hybrid Covered Entity. The County's covered components, including the Fire and Rescue Department, Health Department, Sheriff's Office Medical Branch, and the Fairfax-Falls Church Community Services Board ("CSB"), are subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The CSB and the Juvenile and Domestic Relations District Court's Alcohol Safety Action Program ("ASAP") are also "Part 2 programs," as defined by and the Confidentiality of Substance Use Disorder Patient Records, 42 C.F.R. Part 2, Subpart A through Subpart E, ("42 CFR Part 2").

B. Business Associate is [REDACTED].

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

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

1. DEFINED TERMS.

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

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

(b) "Business Associate" means [REDACTED] in reference to this Agreement, and shall have the same meaning as the term "business associate" at

45 C.F.R. § 160.103, and the term “qualified service organization” as defined in 42 C.F.R. § 2.11;

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

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

(e) “Protected Health Information” or “PHI” means individually identifiable health information, and includes Patient Identifying Information relating to Clients of the CSB and ASAP as defined by 42 C.F.R. § 2.11;

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

2. BUSINESS ASSOCIATE OBLIGATIONS.

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

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

2.3. Safeguards for Protection of PHI.

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

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

that Business Associate creates, receives, maintains or transmits on behalf of the County.

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

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

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

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

2.4. Notification.

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

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

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

ii. For any actual, successful Security Incident, or for any attempted, unsuccessful, Security Incident of which Business Associate becomes aware, Business Associate shall promptly complete a breach assessment tool (Appendix A) and provide the

completed assessment to Fairfax County's HIPAA Compliance Officer within three (3) business days of completion.

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

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

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

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

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

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

effective as to the County), and shall provide such information to the County promptly upon written request by the County. Business Associate shall notify the County promptly if Business Associate receives a request from a Client to access, amend or receive an accounting of disclosures of Client's PHI.

2.9. Books and Records.

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

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

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

2.10. Use or Disclosure for Business Associate Administration.

Except as otherwise limited by the terms of this Agreement:

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

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

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

3. OBLIGATIONS OF COVERED ENTITY.

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

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

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

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

4. TERM AND TERMINATION.

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

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

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

5. MISCELLANEOUS

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

the Covered Entity at:

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

to the Business Associate at:

[REDACTED]

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

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

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

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

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

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

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

5.8. Renegotiation. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with

amendments to and changes in applicable federal and state laws and regulations, including but not limited to, HIPAA, the Privacy and Security Rules, the HITECH Act, regulations promulgated pursuant to HIPAA or the HITECH Act, and 42 CFR Part 2.

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

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

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

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

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

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

(Business Associate)

Fairfax County
(Covered Entity)

By:

By:

Name and Title:

Name and Title:

Date:

Date:

COST PROPOSAL SUMMARY

1. DIRECT LABOR	HOURLY DIRECT RATE	HOURLY OVERHEAD RATE	TOTAL
Continuous Duty Nursing RN	\$	\$	\$
Continuous Duty Nursing LPN			
Temporary Health Care RN			
Temporary Health Care LPN			
Temporary Health Care CNA			
Temporary Health Care X-Ray Technician			
Temporary Health Care Pharmacist			
Temporary Health Care Pharmacy Technician			
Temporary Health Care Behavioral Health Nurse/Case Manager			
Temporary Health Care Behavioral Health Specialist I			
Temporary Health Care Behavioral Health Specialist II			
Temporary Health Care Administrative Assistant			
Temporary Health Care Developmental Disability Specialist I			
Temporary Health Care Developmental Disability Specialist II			
Temporary Health Care Case Aide			
Temporary Health Care Case Worker			
2. TOTAL PRICE			\$

COST PROPOSAL SUMMARY INSTRUCTIONS

1. The offeror must provide the hourly rates which will be paid for each position classification expected to provide direct work on the project. This schedule shall not disclose employee names.
2. The hourly direct rate shall include actual salaries and wages paid to principals and employees for time directly chargeable to the project. In addition, the rate should include fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, holiday pay, etc.,
3. The hourly overhead rate shall include indirect and overhead costs such as local travel and profit rate and cost. If the offeror has an approved Federal indirect cost rate, it must be used when determining the hourly overhead rate.
4. Hourly rates shall not include the following disallowable costs: bad debts, contingencies, donations, entertainment, fines and penalties, interest expense, marketing and promotion, legislative lobbying costs, defense of fraud, alcoholic beverages, and dividend distribution to employees. Indirect salaries must be salaries paid only to active employees and principals. Bonuses are generally allowed.
5. Provide backup documentation indicating how the hourly rates were determined.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

CONDITIONS OF BIDDING

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. **LATE BIDS & MODIFICATIONS OF BIDS:**

- a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
- b. If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.

5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.

6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.

7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.

8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.

10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Approved as of January 31, 2022

11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <https://www.fairfaxcounty.gov/procurement/bid-tab>
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 63, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.
If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
18. **UNBALANCED BIDS:** A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.

SPECIFICATIONS

19. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
21. **SPECIFICATIONS-**When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

AWARD

22. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsive bidder.

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In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

23. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:

- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
- b. Acceptance Agreement
- c. General Conditions and Instructions to Bidders
- d. Special Provisions and Specifications
- e. Pricing Schedule
- f. Any Addenda/Amendments/Memoranda of Negotiations

24. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

25. **PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

26. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
27. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

29. **TERMINATION OF CONTRACTS:** Contracts will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
30. **TERMINATION FOR CONVENIENCE:**
- a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective.
 - b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 30.b shall survive termination of the contract.

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31. TERMINATION OF CONTRACT FOR CAUSE:

- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

32. CONTRACT ALTERATIONS: No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.

33. SUBLETTING OR ASSIGNMENT: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.

34. FUNDING: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

35. DELIVERY/SERVICE FAILURES: If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

36. NON-LIABILITY: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.

37. NON-DISCRIMINATION: 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 other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination 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 include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

38. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:

- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

39. GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.

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40. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.**

41. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

42. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

43. **SHIPPING INSTRUCTIONS – CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
44. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
45. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
46. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
47. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
48. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
49. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
50. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
51. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

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BILLING

52. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

53. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
54. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
55. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

56. **GENERAL GUARANTY** - Contractor agrees to:
- Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
 - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
57. **SERVICE CONTRACT GUARANTY** - Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
 - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
58. **INDEMNIFICATION:**
- General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
 - Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription

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fees, or both. Nothing in Paragraph 59, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
 - d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
59. **OFFICIALS NOT TO BENEFIT:**
- a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact must be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
60. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone 703-222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
61. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
62. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
63. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

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- f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.

BIDDER/CONTRACTOR REMEDIES

64. INELIGIBILITY:

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
 - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project ;
 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

65. APPEAL OF DENIAL OF WITHDRAWAL OF BID:

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 5.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

66. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

67. PROTEST OF AWARD OR DECISION TO AWARD:

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 5.C of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 5.C, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall

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issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
 - c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
 - d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
68. **CONTRACTUAL DISPUTES:**
- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
 - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
69. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.
70. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
71. **COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.
72. **DRUG FREE WORKPLACE:** During the performance of a 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 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 conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
73. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
74. **AUDIT OF RECORDS:** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.
75. **PERSONALLY IDENTIFIABLE INFORMATION:** Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.
76. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

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- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
- b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
- d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
- e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

APPROVED:

/S/ Elizabeth D. Teare
COUNTY ATTORNEY

/S/ LeeAnn Pender
ACTING DIRECTOR/COUNTY PURCHASING AGENT

Continuous Duty Nursing Services Tasks to be Performed

- a. Make individual nursing services available to medically involved school aged children, ages 2 to 21, based on the needs of that student within 21 school days of receiving the referral. These one-on-one skilled nursing services shall be provided by a RN or LPN.
- b. Perform student intake procedures, to include but not limited to the following duties:
 1. Intake Home Visit, which includes explanation of services and expectations to be provided to student families
 2. Obtain Doctor's Medical Orders
 3. Develop a Plan of Care for student based on Doctor's Medical Orders
 4. Assign Nurse to the student.
- c. Provide portal-to-portal nursing services, as defined in paragraph 1.4. of the Special Provisions, for each assigned student. If a student health emergency occurs during the school day and Emergency Medical Staff is notified, then nurse will relinquish care responsibilities upon arrival of the EMS. The nurse shall not accompany the student in transport.
- d. Perform the following primary tasks but not limited to in accordance with the student's plan of care in the classroom with minimum disruption to the educational process:
 1. In collaboration with the student's private physician, develop a plan of care for students to attend school, implement the physician's orders outlined in the plan of care and assess the students' response to the plan of care.
 2. Travel with the student to and from school and remain with her/him at all times throughout the day.
 3. Perform emergency healthcare procedures when necessary.
 4. Operate and maintain gastric feeding tubes (G-tubes) and jejunostomy feeding tubes (J-tubes).
 5. Perform regular respiratory checks.
 6. Perform tracheotomy suctioning and replacement of tracheotomy should it be necessary.
 7. Perform ventilator management.
 8. Administer medications to student (including by use of a G-tube).
 9. Provide injections.
 10. Perform catheterization.
 11. Monitor oxygen saturation levels and administer oxygen as needed.
 12. Care for assigned sick and/or injured student.
 13. Administer IV Infusion.
 14. Document nursing notes on a daily basis in accordance with Medicaid standards and enter the notes into the FCPS system for Medicaid reimbursement. FCPS will provide training on the system and inform the successful offeror which student's services are eligible for reimbursement. Medicaid Memos and Bulletins can be found at: <https://vamedicaid.dmas.virginia.gov/provider/library#gsc.tab=0>.
- e. Provide services that are consistent with the National Standards for Culturally and Linguistically Appropriate Services

(CLAS) as identified and defined at

<https://thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStandards.pdf> to include certified interpretation and document translation services, as needed, to communicate with non-native English speaking clients.

- f. Have a nurse supervisor available, via phone, while nurses are working directly with students to provide routine supervision of all continuous duty nurses, to include a quarterly school site visit.
- g. Ensure the student's assigned nurse is available to provide care as scheduled and shall notify the County and student's family if the nurse is not available for any reason. The notification should be given, preferably 24 hours in advance, no later than the next scheduled school day.
- h. Provide backup nursing coverage which is able to meet the needs of the student within three (3) school days. Vendor will provide nursing needed for start of school within 21 days of request.
- i. Provide nursing services until a suitable replacement nurse can be assigned. In the event the Contractor refuses to serve the student or services can no longer be provided, a written notification shall be provided to the County stating the specific reasons. The Contractor must assist with the student's transfer of care to another contractor. The County reserves the right to remove a nurse for any reason. Any request, including parent/guardian request, to change a Contractor must be coordinated with and approved by the HD.
- j. Care Transition:
 - 1. Provide care transition nursing services for a specific child when the current nurse must transition care to a different nurse, within the same company, to include, but is not limited to, observation and demonstration at school, on the bus portal to portal, and when meeting with the family.
 - 2. Perform Care Transition ranging from short- to long-term coverage of nursing services to students, as authorized by the County. Care Transition shall not replace the requirement to provide a back-up nurse as defined in Paragraph h. above.
 - 3. Notify the Health Department in advance, defined as no less than three (3) regularly scheduled school days, of the request to implement Care Transition.
- k. Provision of additional skilled nursing services to students enrolled in Fairfax County Public Schools to include, but not limited to, the provisions outlined below:
 - 1. Provide nursing services outside the Fairfax County Public Schools (FCPS) jurisdiction of Fairfax County, VA and/or outside the routine school day. The services must be in support of a student's Individualized Education Program (IEP) or 504 plan (including but not limited to: band/orchestra trips, athletic events, and scholastic events).
 - 2. Provide an additional nurse on a working on-call basis to be paired with another nurse when applicable. The nurse providing direct services will be the "primary nurse" and the working on-call nurse will be the "secondary nurse" switching roles as needed to provide continuous care to the student.
 - 3. Work with the parent/guardian of the student and FCPS to obtain a signed copy of the FCPS Permission form for the event, and shall forward the signed FCPS permission form and event information to the Fairfax County Health Department (FCHD), to include a request for additional nursing services. The Contractor shall fill out the "Fairfax County Health Department Request for Additional FCPS Nursing Services" when submitting the request (Attachment A).
 - 4. Attend a collaborative planning session, if requested by the Health Department, following trip authorization with the successful offeror Nurse Supervisor, FCPS, and student's parents in attendance.
 - 5. Obtain medical orders from the student's physician to cover the additional services and submit a nursing

care plan to meet the needs of the student. Any additional services should be provided to the Fairfax County Health Department two weeks in advance of a day trip or event and 45 days in advance of an overnight trip outside the County. The nursing care plan submission shall include the following pieces of information:

- a. A completed Request for Additional FCPS Nursing Services form, as provided in Appendix D
 - b. A detailed copy of the itinerary for overnight trips
 - c. The successful offeror's proof of ability to provide nursing services outside the Commonwealth including a Nursing License for the proposed Nurse and appropriate risk management and insurance coverage
 - d. Allocation of nursing coverage throughout the duration of event.
 - e. A contingency plan for emergency situations involving the student and/or nurse.
 - f. Nursing supervisor contact information (name, phone number, and email address) for the nurse(s) responsible for the student.
6. Comply with HIPAA and FERPA guidelines and regulations.

Temporary Health Care Services Tasks to be Performed

Registered Nurses (RN) Tasks

1. Provide the following services at the Key and Kilmer Center Health Rooms:

- a. Provide care to assigned ill or injured students following established FCPS protocol and established student healthcare plans, which can be provided upon request.
- b. Administer medication following established school regulations.
- c. Administer skilled procedures to students with medical problems and other populations. Procedures may include, but are not limited to:
 1. gastrostomy feeding
 2. tracheotomy suctioning
 3. oral suctioning
 4. nebulizer treatment
 5. oxygen administration
 6. catheterization
 7. IV infusion
 8. diabetic care including insulin pumps
- d. Notify public health nurse of any potential communicable diseases and any significant changes in student health status.
- e. Comply with the Code of Virginia §63.2-1509 regarding professionals' requirement to report suspected child abuse and elderly abuse.
- f. Keep abreast of school emergency plans, with particular emphasis on understanding the duties and responsibilities of the position in the event of an emergency. (i.e. Fire Drills, Lockdown). Notify assistant nurse manager of EMS calls.
- g. Perform other duties as assigned.

2. Provide the following services in Community Settings and District Office Clinics under the supervision of a Public Health Nurse:

- a. Provide vaccination to adults and children. (i.e. Flu Shots, H1N1, COVID)
- b. Provide health education.

3. Fairfax County Adult Detention Center:

Adult Detention Center Shifts

- A. Morning shift – 6:30 AM to 7:00 PM.
- B. Night Shift – 6:30 PM to 7:00 AM.
- C. May require Short Staffing Hold Over for an additional four (4) hours.
- D. Contractor is required to fill call-outs within two (2) hours.
- E. The County will attempt to notify the Contractor 5-7 days in advance.
- F. In the event of a day of emergency, the Contractor has two (2) hours to provide staffing.
- G. Overtime will be paid at 1.5 times the hourly rate.

Adult Detention Center Critical Shifts

- A. A critical shift is defined as any shift identified by HSA or designee with less than 6 nurses for morning shift and less than 5 nurses for night shift. This can also change depending on workload and acuity levels. Critical shifts will receive an incentive as follows. 100% of the incentive will apply to nurses' salary and not be subject to Contractor administrative fees.
 - 1. Full shift: \$200 per day.
 - 2. Partial shift: \$16 per hour (must work a minimum of 6 hours).
- B. Critical shifts will be determined by the HSA or designee, and the Contractor will be notified by e-mail.

Provide the following services at the Fairfax County Adult Detention Center:

- a. Provide direct health care services to adult detention center inmates.
- b. Provides inmates with routine and emergency health care. assists other members of the medical team with providing inmate medical care.
- c. Conducts health histories on newly-admitted inmates and recidivists. when necessary, makes referrals of inmates to the staff physician, nurse practitioner, dentist, mental health therapist, or specialist in alcohol and/or drug treatment. determines the need for emergency hospital care.
- d. Ensures all medication is administered in accordance with standard operating procedures and as ordered by the authorizing authority. documents all treatment and counseling on the appropriate records.
- e. Reviews requests for sick call treatment. during the absence of the section clerk or due to excessive workload, may perform clerical duties, such as filing, data entry, and/or scheduling.
- f. Complies with agency operating procedures and health care standards adopted by The American Correctional Association, the national commission on correctional health care, the Virginia Board of Corrections, and The Virginia Board of Health Professionals.
- g. Ensures proper protective equipment is worn and used. maintains universal precautions, and promotes their observance by all agency staff.
- h. On a need-to-know basis, communicates with other sections in the agency as to special conditions and management status of inmates with special health concerns. serves as a member of the institutional classification committee.
- i. Must be able to pass Fairfax County Governments' background check and security training before entering facility.
- j. RN will be assigned to 12.5 hours shift on a squad schedule. (Day shift from 6:30 am - 7:00 pm and Night shift from 6:30 pm to 7:00 am).

4. Provide the following services for the Fairfax-Falls Church Community Services Board:

- a. Provide nursing support services to clients with serious mental illnesses, substance use disorders, developmental disabilities and/or co-occurring disorders
- b. Administer medications per physicians orders
- c. Perform other duties as assigned

Licensed Practical Nurses (LPN) Tasks

1. Provide the following services under the clinical supervision of a Registered Nurse in an Adult Day Health Care Center:

- a. Provide clinical nursing services and supervision to a specialized population of individuals, 18 and older, with a variety of diagnoses and multiple disabilities.
- b. Assess, monitor, and document participant's health status on a daily basis.
- c. Develop and update the individual plan of care with both immediate and long term goals.
- d. Administer medication per physician orders.
- e. Manage dietary restrictions for clients.
- f. Assist with personal care. (toileting, incontinence care, ambulation, assisting with meals, transferring of clients, etc.)
- g. Evaluate and report any suspicion of abuse of the elderly or disabled to the Center Nurse Coordinator the Adult Day Health Care Manager pursuant to § 63.2-1606 of the Code of Virginia, regarding the mandated reporter status.

2. Provide the following services in Community Settings and District Office Clinics under the supervision of a Public Health Nurse:

- a. Provide vaccination to adults and children. (i.e. Flu Shots, H1N1, COVID)
- b. Provide health education.

3. Fairfax County Adult Detention Center:

Adult Detention Center Shifts

- A. Morning shift – 6:30 AM to 7:00 PM.
- B. Night Shift – 6:30 PM to 7:00 AM.
- C. May require Short Staffing Hold Over for an additional four (4) hours.
- D. Contractor is required to fill call-outs within two (2) hours.
- E. The County will attempt to notify the Contractor 5-7 days in advance.
- F. In the event of a day of emergency, the Contractor has two (2) hours to provide staffing.
- G. Overtime will be paid at 1.5 times the hourly rate.

Adult Detention Center Critical Shifts

- A. A critical shift is defined as any shift identified by HSA or designee with less than 6 nurses for morning shift and less than 5 nurses for night shift. This can also change depending on workload and acuity levels. Critical shifts will receive an incentive as follows. 100% of the incentive will apply to nurses' salary and not be subject to Contractor administrative fees.
 - 1. Full shift: \$200 per day.
 - 2. Partial shift: \$16 per hour (must work a minimum of 6 hours).
- B. Critical shifts will be determined by the HSA or designee, and the Contractor will be notified by e-mail.

Provide the following services at the Fairfax County Adult Detention Center:

- a. Provide direct health care services to adult detention center inmates.

- b. Provides inmates with routine and emergency health care. assists other members of the medical team with providing inmate medical care.
- c. Conducts health histories on newly-admitted inmates and recidivists. when necessary, makes referrals of inmates to the staff physician, nurse practitioner, dentist, mental health therapist, or specialist in alcohol and/or drug treatment. determines the need for emergency hospital care.
- d. Ensures all medication is administered in accordance with standard operating procedures and as ordered by the authorizing authority. documents all treatment and counseling on the appropriate records.
- e. Reviews requests for sick call treatment. during the absence of the section clerk or due to excessive workload, may perform clerical duties, such as filing, data entry, and/or scheduling.
- f. Complies with agency operating procedures and health care standards adopted by The American Correctional Association, the national commission on correctional health care, the Virginia Board of Corrections, and The Virginia Board of Health Professionals.
- g. Ensures proper protective equipment is worn and used. maintains universal precautions, and promotes their observance by all agency staff.
- h. On a need-to-know basis, communicates with other sections in the agency as to special conditions and management status of inmates with special health concerns. serves as a member of the institutional classification committee.
- i. Must be able to pass Fairfax County Governments' background check and security training before entering facility.
- j. LPN will be assigned to 12.5 hours shift on a squad schedule. (Day shift from 6:30 am - 7:00 pm and Night shift from 6:30 pm to 7:00 am).

4. Provide the following services for the Fairfax-Falls Church Community Services Board:

- a. Provide nursing support services to clients with serious mental illnesses, substance use disorders, developmental disabilities, and/or co-occurring disorders
- b. Perform other duties as assigned.

Certified Nursing Assistants (CNA) Tasks

1. Provide the following services in an Adult Day Health Care Center:

- a. Provide personal care as needed (including assistance with incontinence care, hand washing and toileting, serving and assisting with meals, and assisting with ambulation and transferring of clients) in an Adult Day Health Care center.
- b. Accompany clients on field trips and assist with therapeutic activities such as arts and crafts, sports, games, dance and movement, drama and other activities which maintain the physical, mental, and emotional well-being of the participants.

2. Fairfax County Adult Detention Center:

Adult Detention Center Shifts

- A. Morning shift – 6:30 AM to 7:00 PM.
- B. Night Shift – 6:30 PM to 7:00 AM.
- C. May require Short Staffing Hold Over for an additional four (4) hours.
- D. Contractor is required to fill call-outs within two (2) hours.
- E. The County will attempt to notify the Contractor 5-7 days in advance.
- F. In the event of a day of emergency, the Contractor has two (2) hours to provide staffing.
- G. Overtime will be paid at 1.5 times the hourly rate.

Adult Detention Center Critical Shifts

- A. A critical shift is defined as any shift identified by HSA or designee with less than 6 nurses for morning shift and less than 5 nurses for night shift. This can also change depending on workload and acuity levels. Critical shifts will receive an incentive as follows. 100% of the incentive will apply to nurses' salary and not be subject to Contractor administrative fees.
 - 1. Full shift: \$200 per day.
 - 2. Partial shift: \$16 per hour (must work a minimum of 6 hours).
- B. Critical shifts will be determined by the HSA or designee, and the Contractor will be notified by e-mail.

Provide the following services at the Fairfax County Adult Detention Center:

- a. Provide personal care as needed (including assistance with bathing and dressing; serving meals each day and assisting patients with eating as needed; taking blood pressure and pulse daily; turning and repositioning patients who are in bed all day; obtain information about conditions and plans of treatment from health care providers; empty and clean bed pans each day; help patients get into bed, into wheelchairs and onto examination tables; respond to patients when they call; check the physical condition of patients each day for bruises, any blood in their urine and feces, and check for other wounds; sanitize and clean patients' rooms and beds; change sheets on beds and restock supplies in rooms as needed) at an Adult Detention Center.
- b. Must be able to pass Fairfax County Governments' background check and security training before entering facility. Schedule will be assigned to 12.5 hours shift on a squad schedule. (Day shift from 6:30 am - 7:00 pm and Night shift from 6:30 pm to 7:00 am).

X-Ray Technicians Tasks

- 1. Provide the following services at the Joseph Willard Health Center (JWHC) and Annandale District Office (ADO):**
 - a. Process radiographs for children and/or adults.
 - b. Process chest films for children and/or adults.
 - c. Work Regional Chest Clinics one evening a week.

Pharmacists Tasks

1. Provide the following services:

- a. Under the clinical supervision of the Health Department's Senior Pharmacist, fill prescriptions, prepare medications for delivery to patients, order and receive drugs and supplies.
- b. Keep abreast of new drugs and vaccines as they come on the market.
- c. Answer telephone inquiries.
- d. Perform monthly inventory of all pharmacy stock located in Health Department pharmacy location at the JWHC.
- e. Perform all other pharmacy-related tasks as assigned.

Pharmacy Technicians Tasks

1. Provide the following services:

- a. Under the clinical supervision of the Health Department's Senior Pharmacist, perform duties associated with medication distribution, storage, packaging, and labeling.

Behavioral Health Nurses/Case Managers Tasks

- 1. Provide the following service for the Fairfax-Falls Church Community Services Board:**
 - a. Administers medication as ordered by a physician in accordance with department regulations

Behavioral Health Specialists I Tasks

1. Provide the following service for the Fairfax-Falls Church Community Services Board:

- a. Provide case management, outreach, and engagement services to clients with serious mental illnesses, substance use disorders, and/or co-occurring disorders
- b. Monitor clients in withdrawal/stabilization.
- c. Assist in developing individual service plans
- d. Provide crisis stabilization and management with support and supervision as needed
- e. Support clients with personal care to include toileting, bathing, ambulation, assisting with meals, and transferring clients
- f. Perform other duties as assigned.

Behavioral Health Specialists II Tasks

2. Provide the following service for the Fairfax-Falls Church Community Services Board:

- a. Provide case management, outreach, and engagement services to clients with serious mental illnesses, substance use disorders, and/or co-occurring disorders
- b. Makes behavioral health diagnoses using the Diagnostic and Statistical Manual of Mental Disorders, International Classification of Diseases or other diagnostic tools as required.
- c. Develops and adapts client and/or family centered therapeutic treatment plans as needed
- d. Provide crisis stabilization and management with support and supervision as needed
- e. Assesses and monitors the impact of medication on client's functioning and consults with medical professionals as needed
- f. Administers medication as ordered by a physician in accordance with department regulations
- g. Perform other duties as assigned.

Administrative Assistants Tasks:

- 1. Provide the following services for the Fairfax-Falls Church Community Services Board:**
 - a. Receptionist support to include, front desk support and answer phone calls
 - b. Perform other duties as assigned.

Developmental Disability Specialists I Tasks:

1. Provide the following services for the Fairfax-Falls Church Community Services Board:

- a. Participates in the implementation and review of individual service plans.
- b. Support clients with personal care to include toileting, bathing, ambulation, assisting with meals, and transferring clients.
- c. Performs the functions of a Certified Medication Handler and disburses medication under proper supervision.
- d. Provide crisis intervention
- e. Perform other duties as assigned.

Developmental Disability Specialists II Tasks:

1. Provide the following services for the Fairfax-Falls Church Community Services Board:

- a. Provide targeted case management, outreach, and engagement services to clients with developmental disabilities.
- b. Conducts visits to providers to assess services, satisfaction, and health/safety.
- c. Ensures proper adherence to federal, state, local, and agency regulations and licensure standards.
- d. Links clients with appropriate community resources
- e. Provide crisis intervention.
- f. Writes individual service plans, progress notes, and summaries.
- g. Coordinates, implements, and monitors delivery of individual service plan
- h. Perform other duties as assigned.

Case Aide Position Description

1. Overview Statement of position duties for Case Aide:

Under supervision, works as part of a comprehensive Adult or Children, Youth and Family services program to support practitioners to provide services for older adults and adults with disabilities, or at-risk children and families either in the home or community. Primary duties could include investigations, case management, assessments, and in-home supports to manage safety, permanency, and well-being.

2. Services for Older Adults and Adults with Disabilities:

Assesses the need and extent of protective services required and in collaboration with the client, their support systems, and other public and private service providers, arranges for the necessary services to prevent/ameliorate the abuse, neglect, or exploitation. Attends court hearings and provides professional testimony. Develops a client centered, solution focused care plan to meet psychological, health, emotional, and financial needs. Accesses and coordinates receipt of long-term care services. Provides casework services that includes comprehensive, psychological assessments using Virginia's Uniform Assessment Instrument (UAI), care plan development, family and individual counseling, case coordination, and crisis intervention. Assesses risks posed to clients in accordance with state and local policies and with consideration of client's self-determination and right to least restrictive alternatives. Helps clients and families with plans to eliminate or minimize risk. Accesses and coordinates receipt of community-based services, including home delivered meals, in-home care services, adult day health care, Community Services Board services, employment, medical care, rehabilitative services, and ElderLink as appropriate. Arranges for or assists with emergency services, including food, housing, clothing, transportation, relocation, and burial. Assists clients with receiving public assistance benefits, disability income, health insurance, money management services, and legal services.

Duties may include:

- a. Support assessment of functional eligibility for Medicaid funded long-term care services, including nursing facility, community-based waiver services, and assisted living services. Assists with application process for Long -Term Care Medicaid and Auxiliary Grant when needed. Supports assessments and case management services for auxiliary grant recipients of assisted living and adult foster care. Supports assessments and reassessment of local home-based care services. Support referral process for home delivered meals, transportation and financial assistance as needed. Support quality monitoring of in-home services; works with the client, family, and service providers to problem-solve service delivery issues. Support assessment of appropriateness for volunteer services and works in conjunction with volunteer service providers to coordinate services. Completes required paperwork and follows policy required by the state.
- b. Supports completion of comprehensive assessments using the Virginia Uniform Instrument (UAI) to evaluate risk of abuse, neglect, and exploitation and to assess physical health, mental health, cognitive functioning, behavior, functional health, environment, financial situation, and formal/informal support systems.
- c. Support provision of protective services to meet care plan outcomes. Protective services are client focused and are provided to help vulnerable adults achieve stability and/or self-sufficiency and may include case management, crisis intervention, therapeutic counseling, education, and identification and development of resources. Accesses and coordinates long-term care services, community-based services, and emergency services for the client. These may include nursing facilities, community waiver, and assisted living facilities, adult foster homes, in-home care, adult day health care, home delivered meals, public benefits, disability income, legal services, food, housing, clothing, transportation, moving, and burial. Assesses the need for guardianship/conservatorship and facilitates the process to include medical documentation, pre-guardianship panel, preparation of information required for petitions, testimony in court, and advocacy. Assesses the need for mental health intervention, assists with the mental health detention process, and testifies in the legal hearings.
- d. Utilizes state and local data systems for client record keeping, tracking, and interagency collaboration. Performs record keeping duties pertaining to client activities according to state and local policy requirements within designated time frames and standards. Performs other duties as required and assigned in support of the program, division, and department.

3. Child welfare services for children and families:

Under supervision, works as part of a comprehensive child protective services (CPS), in-home services, or foster care (FC) services program to assist with family assessments and investigations of possible child abuse and neglect or provide clinical case management to families and children in support of safety, permanency, and well-being.

Duties may include:

- a. Participating in visits to homes, schools, and other community sites to conduct interviews with and provide support to children and parents
- b. Assisting with assessments of child safety and monitoring safety plans
- c. Assisting with assessments of risk of harm to children and efforts to reduce risk
- d. Contacting other professionals (such as medical staff, therapists/counselors, and teachers) and extended family to assist in gathering information and/or collaborate on services and supports to the family
- e. Assisting with crisis intervention as needed to maintain child safety and wellbeing
- f. Assisting clients with paperwork, making appointments, and accessing services and resources
- g. Providing transportation for clients and/or accompanying clients to appointments or court hearings
- h. Making referrals for supportive services
- i. Completing documentation
- j. Performing other duties as assigned to ensure child safety and improve outcomes for families

4. Certifications:

- a. Driver's License (Required)
- b. Graduation from an accredited four-year college or university with a bachelor's degree.

5. Equipment Information:

- a. Fax machine, Scanner, Printer 10%
- b. Computer 50%
- c. Phone 30%
- d. Vehicle 10%

6. Physical Requirements:

- a. Job requires walking, standing, sitting (for long periods of time), kneeling, reaching, bending, climbing stairs; uses hands to grasp, handle, or feel
- b. Ability to read data on a computer monitor/screen
- c. Ability to operate keyboard driven equipment
- d. Ability to enter, retrieve, and use computer data in the execution of job duties
- e. Ability to operate a motor vehicle
- f. Sufficiently mobile to work with clients, service providers, and community groups outside the office
- g. Ability to lift and carry 15 lbs.
- h. Ability to work effectively in a variety of work environments
- i. Ability to access locations not accessible via public transportation

7. Work Schedule / Working Conditions:

- a. Hours per Week: 40.00. Hours may vary based on workload.

8. Required Knowledge, Skills, and Abilities:

- a. Knowledge of the principles and practices of social services
- b. Knowledge of current social service problems and methods/approaches to address issues
- c. Knowledge of regulations and guidelines relating to the assigned area of social service specialization
- d. Ability to analyze case information and to reach sound decisions on the basis of such information
- e. Ability to communicate clearly and concisely, both orally and in writing
- f. Ability to use automated technology to establish and maintain case records
- g. Ability to maintain professional ethics and confidentiality of client information
- h. Ability to establish and maintain effective working relationships with a variety of individuals
- i. Ability to schedule and manage workload sufficiently to meet deadlines

Case Worker Position Description

1. Overview Statement of Position Duties for Case Worker:

Under supervision works as part of a comprehensive Adult services program to support practitioners to provide services for older adults and adults with disabilities either in the home or community. Primary duties could include investigations, case management, assessments, and in-home supports to manage safety and well-being.

2. Services for Older Adults and Adults with Disabilities:

Assesses the need and extent of protective services required and in collaboration with the client, their support systems, and other public and private service providers, arranges for the necessary services to prevent/ameliorate the abuse, neglect, or exploitation. Attends court hearings and provides professional testimony. Develops a client centered, solution focused care plan to meet psychological, health, emotional, and financial needs. Accesses and coordinates receipt of long-term care services. Provides casework services that includes comprehensive, psychological assessments using Virginia's Uniform Assessment Instrument (UAI), care plan development, family and individual counseling, case coordination, and crisis intervention. Assesses risks posed to clients in accordance with state and local policies and with consideration of client's self-determination and right to least restrictive alternatives. Helps clients and families with plans to eliminate or minimize risk. Accesses and coordinates receipt of community-based services, including home delivered meals, in-home care services, adult day health care, Community Services Board services, employment, medical care, rehabilitative services, and Elderlink as appropriate. Arranges for or assists with emergency services, including food, housing, clothing, transportation, relocation, and burial. Assists clients with receiving public assistance benefits, disability income, health insurance, money management services, and legal services.

Duties may include:

- a. Assesses functional eligibility for Medicaid funded long-term care services, including nursing facility, community-based waiver services, and assisted living services. Assists with application process for Long -Term Care Medicaid and Auxiliary Grant when needed. Conducts assessments and provides case management for auxiliary grant recipients of assisted living and adult foster care. Conducts assessments and reassessment and authorizes local home-based care. Makes referrals for home delivered meals, transportation and financial assistance as needed. Monitors the provision and quality of in-home services; works with the client, family, and service providers to problem-solve service delivery issues. Assesses appropriateness for volunteer services and works in conjunction with volunteer service providers to coordinate services. Completes required paperwork and follows policy required by the state..
- b. Conducts comprehensive assessment using the Virginia Uniform Instrument (UAI) to evaluate risk of abuse, neglect, and exploitation and to assess physical health, mental health, cognitive functioning, behavior, functional health, environment, financial situation, and formal/informal support systems. In collaboration with the client, develops a client centered, solution focused care plan to prevent/ameliorate abuse, neglect, or exploitation. Care plan development may include obtaining input from multidisciplinary teams. The care plan includes development of formal and informal support systems.
- c. Provides protective services to meet care plan outcomes. Protective services are client focused and are provided to help vulnerable adults achieve stability and/or self-sufficiency and may include case management, crisis intervention, therapeutic counseling, education, and identification and development of resources. Accesses and coordinates long-term care services, community-based services, and emergency services for the client. These may include nursing facilities, community waiver, and assisted living facilities, adult foster homes, in-home care, adult day health care, home delivered meals, public benefits, disability income, legal services, food, housing, clothing, transportation, moving, and burial. Assesses the need for guardianship/conservatorship and facilitates the process to include medical documentation, pre-guardianship panel, preparation of information required for petitions, testimony in court, and advocacy. Assesses the need for mental health intervention, assists with the mental health detention process, and testifies in the legal hearings.
- d. Utilizes state and local data systems for client record keeping, tracking, and interagency collaboration. Performs record keeping duties pertaining to client activities according to state and local policy requirements within

designated time frames and standards. Performs other duties as required and assigned in support of the program, division, and department.

3. Certifications:

- a. Driver's License (Required)
- b. Master's Degree (Preferred)

4. Equipment Information:

- a. Fax machine, Scanner, Printer 10%
- b. Computer 50%
- c. Phone 30%
- d. Vehicle 10%

5. Physical Requirements:

- a. Job requires walking, standing, sitting (for long periods of time), kneeling, reaching, bending, climbing stairs; uses hands to grasp, handle, or feel
- b. Ability to read data on a computer monitor/screen
- c. Ability to operate keyboard driven equipment
- d. Ability to enter, retrieve, and use computer data in the execution of job duties
- e. Ability to operate a motor vehicle
- f. Sufficiently mobile to work with clients, service providers, and community groups outside the office
- g. Ability to lift and carry 15 lbs.
- h. Ability to work effectively in a variety of work environments
- i. Ability to access locations not accessible via public transportation

6. Hiring Conditions – Record Checks:

- a. Criminal Background Investigation
- b. Child Protective Services
- c. Driving Record Check

7. Work Schedule/Working Conditions:

- a. Hours per Week: 40.00

8. Knowledge, Skills, and Abilities:

- a. Thorough knowledge of the principles and practices of social work. Thorough knowledge of current social service problems and methods/approaches to address issues.
- b. Thorough knowledge of regulations and guidelines relating to the assigned area of social service specialization. Knowledge of casework practices and procedures.
- c. Ability to analyze case information and to reach sound decisions on the basis of such information.
- d. Ability to communicate clearly and concisely, both orally and in writing.
- e. Ability to use automated technology to establish and maintain case records.
- f. Ability to maintain professional ethics and confidentiality of client information.
- g. Ability to establish and maintain effective working relationships with a variety of individuals.
- h. Ability to schedule and manage workload sufficiently to meet deadlines.

FAIRFAX COUNTY HEALTH DEPARTMENT
REQUEST FOR ADDITIONAL FCPS NURSING SERVICES

VENDOR: _____

PERSON REQUESTING SERVICES _____

STUDENTS NAME _____

NURSING SERVICE DATE(S) _____ NURSING SERVICES TIME(S) _____

TYPE OF EVENT:

☐ FIELD TRIP

☐ ACADEMIC ACTIVITY

☐ ATHLETIC EVENT

☐ OTHER _____

DESCRIPTION of EVENT _____

LOCATION OF EVENT _____

MODE of TRAVEL IF APPLICABLE _____

APPROVAL:

ASSISTANT DIRECTOR SCHOOL HEALTH

DATE

Nursing Vendor will complete request and submit to Health Department 2 weeks in advance of a day trip/event or 45 days in advance of an overnight event/trip. A request for all nursing services outside of regular school day/hours must be submitted by vendor for authorization.

Health Department will notify Vendor within 24 hours of authorization of request and notify Health Department Financial Management Office.

School Year 23-24 - Invoice Format and Requirements

- Summary paper invoice to be attached to nursing notes/timesheets package

*Only invoice detail needed is Student Name and Total, and Grand Total of all students

- Electronic invoice in Excel (or compatible format) with a single worksheet for all Students with the detail shown below.

*The header name and order of header fields can be revised if needed by your particular system

*No subtotals by students or nurse

*File to be sent via encrypted email to HDVendorInvoice@fairfaxcounty.gov

A	B	C	D	E	F	G	H	I
	Patient Name	Nurse Name	Service	Date of Service	Time of Service	Duration	Rate per Hour	Total
1	Doe, John	Smith, John	LPN	9/10/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
2	Doe, John	Smith, John	LPN	9/11/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
3	Doe, John	Smith, John	LPN	9/12/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
4	Doe, John	Smith, John	LPN	9/13/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
5	Doe, John	Smith, John	LPN	9/14/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
6	Doe, John	Smith, John	LPN	9/10/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
7	Doe, John	Smith, John	LPN	9/15/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
8	Doe, John	Smith, John	LPN	9/16/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
9	Doe, John	Smith, John	LPN	9/10/2017	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
10	Doe, John	Smith, John	LPN	9/17/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
11	Doe, John	Smith, John	LPN	9/18/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
12	Doe, John	Smith, John	LPN	9/10/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
13	Doe, John	Smith, John	LPN	9/19/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
14	Doe, John	Smith, John	LPN	9/20/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
15	Doe, John	Smith, John	LPN	9/10/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
16	Doe, John	Smith, John	LPN	9/21/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
17	Doe, John	Smith, John	LPN	9/22/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
18	Doe, John	Smith, John	LPN	9/10/2015	8:45 AM - 2:00 PM	5.25	\$38.75	\$203.44
19	Doe, John	Smith, John	LPN	9/23/2015	8:45 AM - 2:00 PM	5.25	38.75	\$203.44

October 15, 2023

Acme Nursing

100 Main Street
Fairfax, VA 22030

Fairfax County Health Department
10777 Main Street
Fairfax, VA 22030

Purchase Order #850056789

<i>Invoice Number</i>	<i>Amount</i>
SMITH - 092023	2,478.22
JONES - 092023	3,456.23
<i>TOTAL AMOUNT DUE</i>	5,934.45