NOTICE OF AWARD OF CONTRACT

TO:  MED3000, Inc.
     680 Andersen Drive
     Foster Plaza 10
     Pittsburgh, PA 15220

DATE ISSUED:  JUNE 23, 2011

CURRENT REFERENCE NO:  216-11

CONTRACT TITLE:  FIRE: AMBULANCE BILLING

PRIOR REFERENCE NO:  186-10

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

Your firm is awarded the above referenced contract in accordance with Amendment No. 1 dated June 21, 2011. The contract term covered by this Notice of Award is effective July 1, 2011 and expires on June 30, 2012.

This is the SECOND year award notice of a possible TEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 186-10 including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) PRICING FOR THE SECOND EXTENSION TERM REMAINS THE SAME AS THE PREVIOUS TERM.

2) REFER TO AGREEMENT NO. 186-10.

ATTACHMENTS:

1) AMENDMENT NO. 1

2) AGREEMENT NO. 186-10

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT:  ROBERT GALLO

VENDOR PAYMENT TERMS:  NET 30 DAYS

TAX IDENTIFICATION NUMBER (EIN/SSN):  22-2939847

EMAIL ADDRESS:  ROBERT_GALLO@MED3000.com

COUNTY CONTACT:  THOMAS GARDINER

VENDOR TEL. NO.:  412-937-8887

VENDOR FAX. NO.:  412-937-9221

COUNTY TEL. NO.:  703-228-3358

CONTRACT AUTHORIZATION

Pamela Hayes  6/23/11
Assistant Purchasing Agent

DISTRIBUTION

VENDOR:  1

BID FOLDER:  2

AGENCY:  1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 186-10
AMENDMENT NUMBER 1

REFERENCE NUMBER 216-11

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 186-10 dated April 29, 2010 ("Main Agreement"), and made between MED3000, Inc., with its principal place of business at 680 Andersen Drive, Foster Plaza 10, Pittsburgh, PA 15220 ("Contractor"), a Delaware Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

Work under this Agreement shall continue from July 1, 2011 until June 30, 2012. No work shall be deemed complete until it is accepted by the Project Officer.

All other terms and conditions of the Main Agreement, as amended (if applicable) shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 6/23/11

(THE SIGNATURE OF) MED3000, INC.

TAXPAYER ID NUMBER: 23-99739847

SIGNED BY: [Signature]

PRINT NAME ROBERT C. GALLO II
AND TITLE: [Title]
DATE: 6/20/11
NOTICE OF AWARD OF CONTRACT

TO: MED3000, Inc.
680 Andersen Drive
Foster Plaza 10
Pittsburgh, PA 15220

DATE ISSUED: April 30, 2010

CURRENT REFERENCE NO: 186-10

FIRE: AMBULANCE BILLING

CONTRACT TITLE: N/A

PRIOR REFERENCE NO:

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

Your firm is awarded the above referenced contract in accordance with the memo submitted by you on April 6, 2010. The contract term covered by this Notice of Award is effective April 30, 2010 and expires on June 30, 2011.

This is the FIRST year award notice of a possible TEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 186-10 including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

AS PER ATTACHED

ATTACHMENTS:

AGREEMENT NO. 186-10

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: ROBERT GALLO

VENDOR PAYMENT TERMS: NET 30 DAYS

TAX IDENTIFICATION NUMBER (EIN/SSN): 23-2939847

EMAIL ADDRESS: ROBERT_GALLO@MED3000.com

COUNTY CONTACT: THOMAS GARDNER

VENDOR TEL. NO.: 412-937-8887

VENDOR FAX. NO.: 412-937-9221

COUNTY TEL. NO.: 703-228-3358

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent
THIS AGREEMENT is made, on the date of execution by the County, between MED3000, Inc., with its principal place of business at 680 Andersen Drive, Foster Plaza 10, Pittsburgh, PA 15220 ("Contractor"), a Delaware Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County" or "Arlington County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit 1 (Fairfax County Contract Number: RQ10-147102-11A), Exhibit 2 (MED3000 Memorandum and Negotiations, dated April 6, 2010), Exhibit 3 (Fairfax County Acceptance Agreement), Exhibit 4 (Rider with listing of Local Public Bodies), Exhibit 5 (HIPAA Business Associate Agreement). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Exhibits 1-4 and Exhibit 2 prevails over Exhibit 1 and 3.

It is the intent of the parties to ride the Fairfax County, Virginia procurement and award of contract and to conform that agreement to the purchasing requirements and specific processes of Arlington County. (As authorized e.g. at Exhibit 4 and Exhibit 1 at Section 33, Exhibit 1 Appendix A paragraph 75 COOPERATIVE PURCHASING.) Therefore, in Exhibit 1 as appropriate, the words "Fairfax County" and "FCPRD" are removed and substituted with the words "Arlington County" and "ACFD (Arlington County Fire Department)" respectively.

The following specific terms from Exhibit 1 are incorporated herein as if set forth in full text, with the above noted substitutions. Such terms are to retain precedence over all other terms except to the extent that a term/s may conflict with Exhibit 2, which shall prevail in all cases. CONTRACTOR QUALIFICATIONS (Section 5), TASKS TO BE PERFORMED (Section 6), CONTRACTOR RESPONSIBILITY (Section 7), INSURANCE (Section 19), PROJECT AUDITS (Section 27), OTHER SERVICES (section 28), DATA SOURCES (Section 29), SAFEGUARDS OF INFORMATION (Section 30), AMERICANS WITH DISABILITIES ACT (Section 35, 37), HIPAA COMPLIANCE (Section 36), IMMIGRATION REFORM AND CONTROL ACT (Section 39) DELIVERY/SERVICE FAILURES (Appendix A paragraph 37 at p.24), NONLIABILITY (paragraph 38, page 24), NON-DISCRIMINATION (Appendix A paragraph 40, page 24-25), GENERAL WARRANTY (Appendix A paragraph 61, page 27), SERVICE CONTRACT WARRANTY, Appendix A paragraph 62, page 27-28), OFFICIALS NOT TO BENEFIT (Appendix A paragraph 64, page 28) DRUG FREE WORKPLACE (Appendix A paragraph 77 at page 31).

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents,
and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Fire Chief of the Arlington County Fire Department or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence upon execution by the County to be completed no later than June 30, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit price (5.5% of net revenue) for not more than four (4) additional twelve (12) month periods from July 1, 2011 to June 30, 2015 (Each period is referred to as "Subsequent Contract Term"). If Fairfax County, Virginia extends its contract term for an additional five (5) years through 2020, as contemplated by Exhibit 1, the County may, at its discretion and with the concurrence of the Contractor, enter into up to five (5) additional one (1) year renewal periods, each such renewal period to conclude on June 30 of the applicable year and commence on July 1 of the applicable year, at the same contract unit price or other such other amount as the parties negotiate. Notwithstanding anything herein to the contrary, the Contract Amount for each extension period (hereinafter referred to as Subsequent Contract Term and/or renewal period) shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
The terms of Exhibit 1 are incorporated herein as if set forth in full text. The County will pay the Contractor the rate applicable to the pricing for transports between 3901 and 25,000 transports, 5.5 percent of net revenue. Such amount shall be in accordance with the terms of the Payment paragraph and required in the Contract Documents subject to the terms and conditions in those documents.
The Contract Amount includes all of Contractor's costs and fees (profit). Unless agreed upon in writing by the parties hereto, and memorialized in an amendment to this agreement, no additional services, expenses, costs or travel related expenses shall be reimbursable under this agreement.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses,
damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made. Contractor expressly understands and agrees that any performance bond or insurance protection required by this agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this agreement, without the prior written consent of the County.
APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor acknowledges that all transport information, claims and related documentation are owned by the County and that it has no ownership or retention rights to such data. The Contractor agrees that all transport information, claims data, HIPAA logs and related documentation, findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract, are confidential records (“Record” or “Records”), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer, including “hard copies” of computer records, and at the County’s request, shall destroy all computer records created as a result of the County’s request for services under this Contract.

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

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section. All records shall be returned to the County promptly upon request and in a manner and format as reasonably requested by the County.

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

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

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

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

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

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

TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

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

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period").

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

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

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

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

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

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

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

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.
INSURANCE REQUIREMENTS

The insurance required at Exhibit 1, page 12, Section 19, shall remain in force with the following additional requirements. The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

1. Workers Compensation - The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

2. Commercial General Liability - $1,000,000 per occurrence with $2,000,000 annual aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

3. Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

4. Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

5. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

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

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.
NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and
no such remedy shall be exclusive of any other remedy available to the County
at law or in equity.

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

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

NOTICES
All notices and other communications hereunder shall be deemed to have been
given when made in writing and either (a) delivered in person, (b) delivered
to an agent, such as an over night or similar delivery service, or (c)
deposited in the United States mail, postage prepaid, certified or
registered, address as follows:

TO CONTRACTOR:
Patrick V. Hampson, CEO
MED3000, Inc
680 Andersen Drive
Foster Plaza 10
Pittsburgh, PA 15220

TO COUNTY:
Richard D. Warren, Jr., Purchasing Agent
Arlington County
2100 Clarendon Blvd, Suite 500
Arlington VA 22201

and

Thomas H. Gardiner Sr.
Ambulance Billing Project Officer
Arlington County Fire Department
2100 Clarendon Blvd, Suite 400
Arlington VA 22201

SURVIVAL OF TERMS: In the event that this Contract terminates or expires,
the following terms survive: INDEMNITY, INSURANCE, AUDIT, HIPAA COMPLIANCE,
APPLICABLE LAW, CONFIDENTIALITY AND RETURN OF RECORDS; and, unless otherwise
agreed to by the County, processing of claims already submitted to the
Contractor prior to the termination/expiration of this Contract and payment
thereof under the terms as set forth at CONTRACT AMOUNT and PAYMENT("close
out claims").
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

MED3000, Inc.

TAXPAYER ID NUMBER: 23-2939847

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: 4/29/10

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Robert C. Gallo, VP & Secretary

DATE: 4/21/10
| DEPARTMENT: | Fire and Rescue | DATE/TIME OF CLOSING: | January 6, 2010 @ 2:00 p.m. | CONTRACT SPECIALIST: Kathy Stanley, CPPB at 703-324-3217 or Kathy.stanley@fairfaxcounty.gov |

**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 CONTRACTOR:**

<table>
<thead>
<tr>
<th>Telephone/Fax No.:</th>
<th></th>
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<tbody>
<tr>
<td>E-Mail Address:</td>
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<tr>
<td>Federal Employer Identification No or</td>
<td></td>
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<tr>
<td>Federal Social Security No. ( Sole Proprietor)</td>
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<tr>
<td>Prompt Payment Discount:</td>
<td>% for payment within days/net days</td>
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</tbody>
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Fairfax Business Prof. & Occupational Licensing (BPOL) Tax 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.

**BUSINESS CLASSIFICATION – CHECK ONE:**

- [ ] LARGE
- [ ] SMALL  Described in Appendix B  
- [ ] MINORITY-OWNED  
- [ ] WOMEN-OWNED  
- [ ] INDIVIDUAL  
- [ ] PARTNERSHIP  
- [ ] CORPORATION  

State in which Incorporated:  

---

Vendor Legally Authorized Signature  

Date  

Print Name and Title  

Secretary  

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) rev 011/06
PRE-PROPOSAL CONFERENCE

RFP10-147102-11

An optional pre-proposal conference will be held on Tuesday, December 15, 2009, @10:00 A.M., at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia. All offerors are urged to attend.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the Contract Specialist, Kathy Stanley at dpsmteam1@fairfaxcounty.gov prior to the pre-proposal conference.
1. **SCOPE OF CONTRACT:**

1.1. The purpose of this Request for Proposal is to enter into a contract with a qualified contractor for the provision of Billing for Emergency Medical Transport Services and Associated Services in accordance with the terms and conditions of the Request for Proposal.

1.2. The County is looking for a reputable, qualified billing company with experience and knowledge of the emergency medical services field and an ability to conduct all activities on the County’s behalf with the greatest attention paid to compliance and business ethics. Prospective offerors are advised that the County will look to and rely in part, upon the professional judgment, knowledge, experience and expertise of the Contractor with respect to the rules, laws, regulations and policies that govern billing and reimbursement of health care services.

2. **PRE-PROPOSAL CONFERENCE:**

2.1. An optional proposal conference will be held on December 15, 2009 at 10:00 A.M. in the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 8, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management 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.

2.2. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management 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.

3. **CONTRACT PERIOD AND RENEWAL:**

3.1. The period of this contract shall be from date of award through July 30, 2015. The County reserves the right to renew this contract for up to five (5) years, one year at a time or any combination equal to five years.

3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County’s purchasing department. Any contract renewal shall be on satisfactory contractor performance and if agreeable to all parties.

3.3. The obligation of the County to pay compensation due to the contractor under the contract or any other payment obligation 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 will not extend the contract unto a fiscal year in which sufficient funds have not been appropriated.
4. **BACKGROUND:**

4.1 The Fire and Rescue Department (FRD) currently operates 37 fire stations. Fire stations are staffed full time by County personnel with supplemental services provided by volunteers. The department operates from an “all-hazards” platform and serves Fairfax County and its residents by suppressing fires; providing advanced life support; pre-hospital emergency medical care; rescue operations (i.e. searching for and rescuing persons who become trapped in fires, extrication from vehicle accidents); and special operations, including the release or spill of hazardous materials, technical rescue (i.e. swift water rescue, building or trench collapse, high angle or rope rescue), marine operations (i.e. water rescue, boat fires, fuel spills) on the lower Potomac and bay, and performing emergency planning.

4.2 The Fairfax County Fire and Rescue Department estimates that the number of emergency transports will be approximately 45,000 or more, on an annual basis. In Fiscal Year 2009, 67% of transports were classified as ALS and 33% as BLS.

4.3 Current fees established by the Fairfax County Board of Supervisors are:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
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<tbody>
<tr>
<td>BLS</td>
<td>$400.00</td>
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<tr>
<td>ALS1</td>
<td>$500.00</td>
</tr>
<tr>
<td>ALS2</td>
<td>$675.00</td>
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<td>Mileage</td>
<td>$10.00</td>
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4.4 Fairfax County EMS transport billing follows a “compassionate billing” approach. The program philosophy is that all persons will be treated with the highest level of care without respect to ability to pay. Co-pays and deductibles are waived for county residents.

4.5 Fairfax County population is estimated to be 1,041,507 in 2007 based on the 2000 census. Approximately 9.5% of the population is 65 years of age or older. Median household income within Fairfax County in 2007 was $105,200. As such, the County expects to achieve a collection rate that may exceed that of comparably-sized EMS systems in the United States.

4.6 Fairfax County Fire and Rescue uses the Zoll Rescue Net system for collecting electronic medical records. Currently, this system produces a file formatted for the Amazon Billing System.

4.7 The county utilizes a lock box for central payment collection. Each banking day, check copies and correspondence are sent by overnight courier to the billing company.

4.8 Collections for fiscal year 2009 were $13,973,965.

5. **CONTRACTORS QUALIFICATIONS:**

5.1 Qualified offerors must have experience with ambulance operations, data processing systems management, integration and security experience in the ambulance industry, demonstrable record of high achievement in accounts receivable collections, and experienced staff in health care collections and in collections activities approximately the size of this project.

6. **TASKS TO BE PERFORMED:**

6.1 Qualified offerors are encouraged to submit a proposal for Billing for Emergency Medical Transport Services and collections, as well as related administrative and reporting systems as specified in this RFP. Offerors should list and detail procedures, which will at a minimum, meet the following task to be performed:
SPECIAL PROVISIONS

a. Coordinate invoicing and collections to insurance companies, including but not limited to Medicare, Medicaid, managed care organizations, commercial insurance companies and other designated third parties and payers for fees.

b. Discuss the importance of complying with Medicare/Medicaid policies, procedures, and directives. Include a listing of past/present penalties/findings (if any) and their resolution. If the offeror has no penalties/findings please indicate.

c. Prepare and mail all invoices and overdue notices. All notices, invoices and letters must be in a form approved by the County and must comply with the provisions of the Fair Debt Collection Act and any other applicable laws and regulations. Any collection efforts undertaken on behalf of the County requires a business-like demeanor in dealing with assigned accounts. The County will not tolerate debtor harassment, improper or unreasonable conduct by the selected offeror in the billing or collection process. The County will not tolerate harassment of a customer in any form or manner. If the County determines that a customer is being unduly harassed, the County reserves the right to terminate the contract immediately.

d. Prepare and submit claims, bills, invoices, etc. based on the patient care reports or data forwarded to contractor by FCFRD. Knowledge, experience and judgment shall be applied to avoid or prevent the submission of claims, bills or invoices to any third party payer, based on the documentation submitted by FCFRD, that the services rendered do not qualify for reimbursement by the appropriate payer. Any documentation, patient care reports, claims or other such documents believed to be incomplete or that do not quality for reimbursement, will be returned to the County for further processing or development along with an explanation of the reasons that the transport cannot be submitted for reimbursement and the additional information that may be required in order for the claim to be complete within two business days.

e. Post transactions to each patient account that applies to payments, adjustments, refunds/credits and resubmission of insurance provider claims, as well as to update all patient information when patient information is found to be incorrect. All updates will be completed within two business days of receipt of information.

f. Assure that all the information needed for billing is obtained. If information is missing from the billing file, the county must be notified within two days of receipt of the file.

g. Describe the process used to obtain patient and missing patient information prior to issuing insurance claims or direct patient billing.

h. Describe procedures of how the county will be notified of any overpayments or credit balances. Define how the contractors intend to prepare requisitions in accordance with County guidelines, payment of such overpayment or credit balance by the County to the appropriate party. If a particular insurer or payer requires an overpayment or refund form to accompany such an overpayment or credit balance refund, the Contractor will complete such form and submit it to the County with its payment requisition. All refund requests will be prepared within 30 days of the day the account balance becoming a credit. The County will be responsible for processing and paying any refunds or credit balances upon proper notification that credit balances or overpayments exist.

i. Provide written policies and procedures for billing for ambulance transport services.

j. Provided a detailed process used for returned mail. Include the steps and any services used to obtain new addresses.

k. Provide a written copy of all “Red Flag” policies and procedures.
SPECIAL PROVISIONS

I. Describe how the accounts are handled if a contract should be terminated for any reason.

m. Provide a Statement on Auditing Standards No. 70 (SAS 70) SAS 70 report (http://www.sas70.com) completed by an independent auditing contractor within the past twenty-four months.

n. Submit a copy of their customer service rules, policies and guidelines, and training program requirements for staff answering the telephone. These customer service policies may be subject to amendment by Fairfax County and the Contractor from time to time.

o. Provide a written copy of policies regarding records storage and retention as well as a written detail where and how records will be stored.

p. List and detail any services which allow patients to view or update account information through a secure internet connection.

q. Submit sample reports for review. The reports should include at a minimum aging, bad debt, cash receipts, billing, returned mail, rejected claims, and refunds. These reports must be able to be created by staff at Fairfax County Fire and Rescue.

r. Any account placed in a hold status must be resolved within 30 days. Please provide an explanation as to how this will be achieved and provide any policies and or procedures ensuring compliance.

s. Discuss the approach to billing and collections management, including how it transitions staff when a staff member terminates employment. Also indicate how the department is notified of the transition and how the department would be assured of no interruption in cash flow during the process. Provide any policies and or procedures ensuring compliance.

t. Describe in detail the transition and start up plan. Also, include the time needed for any transition period.

u. Describe in detail the method county staff will use to access the patient billing information include expected hours of availability, training and support. After contract award the Contractor must provide electronic access to their database for Fairfax County Fire and Rescue authorized personnel. Fairfax County Fire and Rescue staff shall have access during business hours.

6.2. Offerors must have a documented security and disaster recovery plan in place. A copy of this plan must be provided with the proposal. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission. The Contractor must describe its disaster recovery plan for the proposed system. These methods shall be able to preserve the integrity of applications and data and shall provide immediate system and data recovery with minimum downtime to the application according to industry standards. The system shall include:

1. Software Crash Tolerance: Server and client software shall maintain its integrity in case of power failures and abrupt shutdowns.
2. Restart/Recovery: The system shall be capable of restart and recovery after system failure with no loss of data or software components.
3. File protection: This feature shall provide the capability to limit the types of operations (e.g., read, write, delete) that can be performed by individual users on given data or program files.
4. Integrity Checking Feature: The system shall provide the capability of identifying the existence of program and/or system discrepancies.
5. Hardware Redundancy: Implementing backup drives and Raid configurations for database, application and network servers.
SPECIAL PROVISIONS

7. CONTRACTORS RESPONSIBILITIES:

7.1. Each week, Fairfax County Fire and Rescue receives an electronic report of its transported patients from INOVA Health System, which includes insurance and demographic information. This information must be used to update the applicable patient records within two business days of receipt. For records not sent by INOVA, the contractor will be responsible for obtaining the information for those transports from the facility.

7.2. Upon receipt of a written notice from the county, signed by the Program Manager, the Contractor shall immediately suspend any invoicing and/or collection efforts on an account.

7.3. It will be the responsibility of the Contractor to pursue collection action on all accounts for a period of 180 days following the date of the initial claim, invoice, or bill. The Contractor will issue reminder notices within a billing schedule agreed to by the County. The County will be responsible for designating those accounts that shall be referred for collections activity, and when applicable, the Contractor shall cooperate with the County in forwarding past-due accounts to a County designated collection agent. A schedule of all accounts eligible for transfer to bad debt shall be sent each month. This schedule should include all accounts over 180 days.

7.4. The Contractor will be expected to provide analysis and expertise in all issues related to ambulance billing. This includes analysis of trends and other pertinent issues that may develop. The offeror will respond to the requests by agreed upon time frames.

7.5. The Contractor will meet monthly at the Fairfax County Fire and Rescue offices to review performance. Also, at a minimum, a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths weaknesses and opportunities of the performance. Also, key issues that might arise in the future should be identified, along with strategies to address the issues. A quarterly written report will be provided to the Fairfax County Fire and Rescue program manager on areas of deficiency and identify areas where Fairfax County Fire and Rescue pre-hospital personnel can improve documentation.

7.6. Background checks must be performed on all employees and agents of the Contractor who shall perform services under this RFP and subsequent contract. At a minimum, the background checking process must include criminal history checks and checks against the "List of Excluded Individuals and Entities" ("LEIE"), maintained by the Office of Inspector General, United States Department of Health and Human Services (http://oig.hhs.gov select link for: Exclusions Database). The Contractor, at the inception of the contract and throughout the term of the contract, must ensure that no individuals with criminal convictions (other than traffic violations) or who appear on the LEIE perform any services under the contract with the County. The Contractor must immediately report to the County in writing, if it becomes aware that any of its employees or agents performing services under the contract have been convicted of a crime (other than a traffic violation) or have been placed on the LEIE.

7.7. Prior to contract award, the Contractor shall provide an initial written certification that it has completed background checks as set forth in this section on all employees and proposed employees or agents performing services on behalf of the County. Once awarded, Contractor must furnish to the County a written certification no less frequently than once per year during the term of the contract. A Contract will not be awarded to Offerors who are themselves excluded individuals or entities according to the LEIE.
7.8. The Contractor must agree to either provide their proposed systems source code to the County, or establish an escrow account with the exact version of the source code being implemented at the County. The Contractor must provide to the County, or escrow, the original, unaltered code, which must be replaced with the as-built code subsequent to completing the 1) testing, 2) acceptance and 3) implementation phases of this project. The vendor must notify the County every time code versions are sent to escrow. This is required to ensure that the County has unrestricted access to and use of the source code in the event the Contractor ceases to exist, ceases to support the application, or otherwise terminates its relationship and/or ownership to the product. A copy of the escrow agreement must be provided with the submission of the proposal.

8. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is desirable that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

8.1. Name of contractor submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

b. Understanding of the problem and technical approach.

1. Statement and discussion of the requirements as they are analyzed by the offeror.

2. Offeror’s proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

3. 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.

4. Narrative fully and completely describing the billing system proposed and the approach/methodology proposed by the offeror in providing these needed services. Detailed flow chart outlining all steps, milestones, approval points, meetings etc are preferable.

8.2. 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 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 differ 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.
8.3. 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.

8.4. Offeror may describe any services provided by the contractor that are not covered by the RFP, but would assist the department in enhancing its collections. Include examples of these services.

8.5. 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. Include a complete list and brief description of each ambulance/EMS billing and collection service contract currently in progress or completed within the last three years. Include the description of the services rendered, length of contract, annual number of claims, the amount of revenue billed, and the cash collection percentage of the revenue that was billed.

b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, and names of contact persons, and telephone numbers for such reference.

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. Include an organization chart showing the line of communication and designating level of authority of all team members. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

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

d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the 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.
SPECIAL PROVISIONS

e. Offerors must provide either a local telephone number, or a toll-free telephone number so customers can contact the Contractor for questions and/or concerns Monday through Friday, 8:00 a.m. through 7:00 p.m. Eastern Standard Time (EST). The customer service center must have a representative fluent in Spanish available at all times. In addition, a translation service should be available to assist patients with other language needs. The contractor must include a copy of their policies for assisting patients with translation needs as well and list all languages that they can provide assistance.

f. Financial Statements: The offeror shall provide an audited income statement and balance sheet from the most recent reporting period. Upon request, the County reserves the right to request additional financial statements during the contract period.

g. The offeror must provide a complete list and brief description of each ambulance/EMS billing and collection service contract currently in progress or completed. Include the description of the services rendered, length of contract, annual number of claims, the amount of revenue billed, and the cash collection percentage of the revenue that was billed.

h. The offeror must provide a list of any pending or resolved lawsuits, or litigation, in which the contractor was involved during the past five years. If the contractor has not been involved in any lawsuits please indicate.

i. The offeror must disclose any relevant information that the contractor believes demonstrates its qualifications for the project and/or distinguishes the contractor’s proposal from other proposals.

j. Offeror must describe and discuss the contractor’s compliance program and how the program meets or exceeds the requirements of CMS and HIPAA. Provide a copy of the contractor’s compliance programs both for CMS and HIPAA.

k. Offerors must indicate whether or not their organization has had a contract terminated in the last five years, and if so describe the nature and circumstances. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated, and such litigation determined that the vendor was in default.

l. All work performed by the contractor, contractors staff or subcontractors pertaining to the contract must be completed in the United States. Offeror should disclose if any work is done outside the United States.

8.6. 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 Fairfax County Fire and Rescue.

a. The Offeror must indicate the staff person that will be primarily responsible for the account. This person will be the point of contact for all activities on the account and will be responsible for making sure that all items for the contract are executed according to the terms established. It is expected that this person will be available during normal business hours. If this person is unavailable for extended time periods (scheduled leave, personal medical issues, etc), Fairfax County Fire and Rescue will be notified and provided with another point of contact with comparable credentials.
9. **CONSULTING SERVICES:**

9.1. 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, Monday through Friday.

10. **COST PROPOSAL INSTRUCTIONS:**

10.1. The offeror must submit a cost proposal in a separate binder fully. County will pay the contractor an established percentage of all revenues (net of refunds) actually collected. The contractor shall include all fees, costs and expenses in the percentage of collection fee, and the County shall not be charged for any additional fees, costs or expenses outside of this percentage fee for the performance of all of contractor's required tasks under this RFP. (See Price Summary Sheet – Appendix B).

**Caution:** Failure to provide cost elements may render the Cost proposal non-responsive.

11. **PRICING:**

11.1. The subsequent contract will be based on a "percentage of collections"/fixed percentage fees. The fee(s) will remain constant and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days.

11.2. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

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

12.1. 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.

12.2. **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.

13. **CONTACT FOR CONTRACTUAL MATTERS:**

13.1. The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Kathy H. Stanley, CPPB, Contract Specialist II
Department of Purchasing and Supply Management
Telephone: (703) 324-3217
E-mail: kathy.stanley@fairfaxcounty.gov

14. **REQUIRED SUBMITTALS:**

14.1. 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.
SPECIAL PROVISIONS

15. SUBMISSION OF PROPOSAL:

15.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal, and one (1) original (duly marked) and ten (10) copies of the Cost proposal (Appendix B) may be submitted by mail or delivered in person to the following address. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

15.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Offerors are responsible to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

15.3. 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.

15.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

15.5. Each original and set of the ten (10) copies of the proposal shall consist of:

a. Cover sheet (DPSM32)

b. Technical proposal as required in the Special Provisions, paragraph 8, TECHNICAL PROPOSAL INSTRUCTIONS.

c. Cost proposal as required in the Special Provisions paragraph 10, COST PROPOSAL INSTRUCTIONS. (Appendix B must be included in the Cost proposal).

16. LATE PROPOSALS:

16.1. 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.

17. PERIOD THAT PROPOSALS REMAIN VALID:

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

18. BASIS FOR AWARD:

18.1. The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.
18.2. 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.

18.3. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who may have a material interest in this procurement, it will be immediately reported to the Contract Specialist.

18.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

18.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

18.6. Proposal Evaluation Criteria

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

a. Qualification of contractor with appropriately qualified and experienced personnel.

b. Depth of response to the Special Provisions, Section 6, TASKS TO BE PERFORMED.

c. Depth of response to Special Provisions, Section 8, TECHNICAL PROPOSAL INSTRUCTIONS.

d. Details of the approach and methodology of program.

e. Reasonableness of cost proposal(s).

18.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

18.8. The County Purchasing Agent may arrange for discussions with contractors submitting proposals, if required, for the purpose of obtaining additional information or clarification.

18.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
SPECIAL PROVISIONS

18.10 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

19. INSURANCE:

19.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

19.2. 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, volunteers, or subcontractors, including any and all liability or damages which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

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, 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 contracted work.

c. The Contractor agrees to maintain Fidelity Bond for all employees with access to or control of money or a Commercial Crime policy in the amount of $1,000,000 per occurrence, to protect the financial interest of the Contractor, its subcontractors, and the County.

d. The Contractor agrees to maintain Errors and Omissions insurance in the amount of $1,000,000 per occurrence/aggregate to protect the financial interests of the Contractor in the event of errors or failures to perform in accordance with the terms of the contract.

e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

f. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

g. Indemnification:

   Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
SPECIAL PROVISIONS

h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.

19.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

19.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

19.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

19.6. If an “ACORD” Insurance Certificate form is used by the Contractor’s Insurance agent, the words, “endeavor to” and “... but failure to mail such notice shall impose no obligation or liability of any kind upon the company” in the “Cancellation” paragraph of the form shall be deleted or crossed out.

20. METHOD OF ORDERING:

20.1. The County may use four (4) different methods of placing orders from the final contract Purchase Orders (PO’s); Blanket Purchase Orders (BP’s); Small Orders (SO’s); and, approved County procurement cards.

20.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Department who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate a department authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP’s.

20.3. Orders may be placed orally by authorized employees of the County identifying themselves with their department authorization order code, BP call number, and their name. The Contractor may contact department personnel listed on the Purchase Order to verify the authorization of the employee placing the call.

20.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County department ordering the items/services covered under this contract. An issued PO or SO 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.

20.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools’ Procurement Card. The Procurement card is currently under contract with JPMorgan/Master Card. Contractors are encouraged to accept this method of receiving orders.
SPECIAL PROVISIONS

Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.

20.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

20.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County department to proceed. Purchase requisitions shall not be used for placing orders.

20.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

21. REPORTS AND INVOICING:

21.1. 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 and an annual tabulated report.

21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

A. Employee name;
B. The name of the County department;
C. Date of services
D. The type of services; and,
E. The itemized cost for each item/service.

21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 20.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. PAYMENTS:

22.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, paragraph 6, TASKS TO BE PERFORMED.

23. ELECTRONIC PAYMENT OPTION:

23.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (concontractor of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance’s efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.
24. **CHANGES:**

24.1. 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 Contractors 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.

24.2. 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.

25. **DELAYS AND SUSPENSIONS:**

25.1. 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. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor’s time of completion by a period of time reasonably suited for completion of work.

25.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor’s cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County’s omission will not constitute default by the Contractor.

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

26.1. 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.

27. **PROJECT AUDITS:**

27.1. 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.

27.2. 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.
27.3. 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.

27.4. 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.

27.5. 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.

28. OTHER SERVICES:

28.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County’s administrators to monitor the program’s progress and effectiveness. The County’s administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

29. DATA SOURCES:

29.1. 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.

30. SAFEGUARDS OF INFORMATION:

30.1. 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.

31. ORDER OF PRECEDENCE:

31.1. 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).

32. SUBCONTRACTING:

32.1. 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.dmbe.state.va.us; local chambers of commerce and other business organizations.
SPECIAL PROVISIONS

32.2. 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.

33. USE OF CONTRACT BY OTHER PUBLIC BODIES:

33.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).

33.2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

33.3. 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.

33.4. 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 contracts 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.

33.5. 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.

34. NEWS RELEASE BY VENDORS:

34.1. 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.

35. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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.

35.1. 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.
36. HIPAA COMPLIANCE:

36.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164 504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

36.2. Further information regarding HIPAA Compliance is available on the County’s website at http://www.fairfaxcounty.gov/HIPAA.

37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

37.1. 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.

37.2. 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.

38. VENUE:

38.1. This contract and its terms, including, but not limited to, the parties’ obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction’s choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

39. IMMIGRATION REFORM AND CONTROL ACT:

39.1. 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.
COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications 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.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY - The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County 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 which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS:

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

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body’s needs.

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, contractor, 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 "offoror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

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

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

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.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than $50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia § 2-2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

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.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, contractor, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).
General Conditions and Instructions to Bidders

RESPONSIBLE BIDDER/OFFEROR. An individual, company, contractor, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES. Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

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 Website, 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 Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS—Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

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

4. LATE BIDS & MODIFICATIONS OF BIDS—

a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:

   1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification, or

   2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.

b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.

c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.

d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS—

a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

   1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

   2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.


General Conditions and Instructions to Bidders

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or contractor to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS—When an error is made in extending total prices, the unit bid price will govern. Errors in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve 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 his or her bid is accepted.

7. MAILING OF BIDS—All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.

8. COMPLETENESS—To be responsive, a bid must include all information required by the solicitation.

9. 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.

10. CONDITIONAL BIDS—Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART—Unless otherwise specified by the County Purchasing Agent or by the bidder, 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 his or her bid to consideration in the aggregate by so stating but shall 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.

12. 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.

13. TIME FOR RECEIVING BID—Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. 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 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County’s website: http://www.fairfaxcounty.gov/dpsm/solic.htm.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES—Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she 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.

16. RESPONSE TO SOLICITATIONS—In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID—If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or contractors submitting a bid directly for the work, materials or supplies.
18. TAX EXEMPTION—The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County’s Federal Excise Tax Exemption Number is 54-74-01273. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27 of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING—The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she 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.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS—Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent in writing, in ample time before the opening of bids. No inquiries if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. 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, and any article which the County in its sole discretion determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS—When a solicitation contains a specification which states no substitutions, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformance with that specification.

The bidder shall 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

24. AWARD OR REJECTION OF BIDS—The Purchasing Agent shall award the contract to the lowest responsible 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 irregularity 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-responsible bidder.

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;

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General Conditions and Instructions to Bidders

i. The number and scope of the conditions attached to the bid;

j. 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

k. Such other information as may be secured by the County 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 nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. 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 be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,

b. General Conditions and Instructions to Bidders,

c. Special Provisions and Specifications,

d. Pricing Schedule,

e. Any Addenda/Amendments/Memoranda of Negotiations

26. 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 reannouncement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose contractor 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 County 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.

27. 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. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

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.

28. INSPECTION-ACCEPTANCE: 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. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. 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.

30. 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

31. TERMINATION OF CONTRACTS - Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause
General Conditions and Instructions to Bidders

b. Extensive 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.

32. TERMINATION FOR CONVENIENCE: A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE:

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. 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 its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b. Notwithstanding the above, the Contractor shall not be relieved 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.

34. 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 his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS: 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, contractor or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign or his or her 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 his or her obligations or change the terms of the contract.

36. FUNDING: A contract shall be deemed binding only to the extent of appropriations available to each Department for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES: Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/repairs of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. 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 in substantial quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. 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 control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK: All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. 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, state, or local rules or regulations 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.
General Conditions and Instructions to Bidders

41. VENDOR RELATIONS DIVISION:

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years.

d. As used in this contract, the term "minority business" means 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.

e. As used in this contract, the term women-owned business means 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.

f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

g. 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 U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations 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, retailers, etc., 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, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her 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 in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

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 shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
General Conditions and Instructions to Bidders

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and 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 Department.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. 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 ensure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk 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 his or her own risk and expense or dispose of them as its own disposal.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be 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.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be 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 Special Provisions for the individual solicitation.

50. 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.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor pays 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.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as 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.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMARRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. 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.
General Conditions and Instructions to Bidders

56. PACKING SLIPS OR DELIVERY TICKETS—All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
   1. The Purchase Order Number,
   2. The Name of the Article and Stock Number (Supplier’s),
   3. The Fairfax County Identification Number (FCIN), if specified in the order,
   4. The Quantity Ordered,
   5. The Quantity Shipped,
   6. The Quantity Back Ordered,
   7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. 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, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the “BILL TO” address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT—Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax 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 modifications thereto.

59. 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.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING—When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such 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

61. GENERAL GUARANTY—Contractor agrees to:
   a. 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.
   b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
   c. 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.
   d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
   e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY—Contractor agrees to:
   a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
   b. 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.
   c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
   d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the
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contract.

e. 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 non-conformance thereto. 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.

63. INDEMNIFICATION—Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any, and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her 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, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT—

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarring, 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 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 shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-3013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT—All contractors 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) 222-6234 or visit http://www.fairfaxcounty.gov/directory/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet.

“Fairfax License Tax No.” when appropriate.

66. REGISTERING OF CORPORATIONS—Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling department 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.

68. 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, contractor 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.
General Conditions and Instructions to Bidders

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.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY.

a. Any person or contractor suspended or debarred from participation in County procurement shall be notified in writing by the County 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 contractor appeals within thirty (30) 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 contractor appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or contractor 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 County 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;

   (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 County 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 or been terminated for default on any other 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 County 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 contractor shall be restoration of eligibility. The person or contractor may not institute legal action until all statutory requirements have been met.

70. 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 4 a 9, 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 arbitrary or capricious, the sole relief shall be withdrawal of the bid.
71. 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 County 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 County 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.

72. 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 County 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 3, Section 4, 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 4d, 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, 4d, 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 County Purchasing Agent shall 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.

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 County 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 County 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.

73. 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 County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County 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 public body's decision on the claim, unless the public body 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.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.
75. **COOPERATIVE PURCHASING**-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body’s contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. **PROFESSIONAL AFFILIATION**-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. **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.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT
RFP CHECKLIST

NAME OF OFFEROR: ________________________________

ADDRESS: _______________________________________

________________________________________________

E-MAIL ADDRESS: _________________________________

Name and 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: __________________________________

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
B. Special Provisions & Specifications
C. Appendix A (General Conditions and Instructions to Bidders)
D. Appendix B (RFP Checklist, Price Summary & Instructions, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor’s Notification Form).

 Typed Name and Title

 _______________________________

 Signature

 _______________________________

 Date of Submission
PRICE SCHEDULE

Fixed percentage fee to provide all services listed herein: _______________________%
BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All contractors 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  ___________________________

For Office Use Only:

- Company name and address:  ____________________________________________

____________________________________________________________________________

- Amount of Contract Award $  ________________________________

- Fairfax County Department:  ____________________________________________

- Department Contact  ___________________________  Phone No.  ___________________________

- Company Contact  ___________________________  Phone No.  ___________________________

- Nature of business  ____________________________________________

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.
CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration.

2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: __________________________

Signature/Date: __________________________/ __________________________

Company Name: __________________________

Address: __________________________

City/State/Zip: __________________________

SSN or TIN No: __________________________
## Listing Of Local Public Bodies

REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS: "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

<table>
<thead>
<tr>
<th>Alexandria Public Schools, VA</th>
<th>Manassas Park, Virginia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Sanitation Authority</td>
<td>Manassas, Virginia</td>
</tr>
<tr>
<td>Alexandria, Virginia</td>
<td>Manassas City Public Schools, Virginia</td>
</tr>
<tr>
<td>Arlington County, Virginia</td>
<td>Maryland-National Capital Park &amp; Planning Commission</td>
</tr>
<tr>
<td>Arlington Public Schools, Virginia</td>
<td>Metropolitan Washington Airports Authority</td>
</tr>
<tr>
<td>Bowie, Maryland</td>
<td>Metropolitan Washington Council of Governments</td>
</tr>
<tr>
<td>Charles County, Maryland</td>
<td>Montgomery Community College</td>
</tr>
<tr>
<td>Charles County Public Schools, MD</td>
<td>Montgomery County, Maryland</td>
</tr>
<tr>
<td>Chevy Chase Village, MD</td>
<td>Montgomery County Public Schools, MD</td>
</tr>
<tr>
<td>Clark County Administrative Services</td>
<td>Northern Virginia Community College</td>
</tr>
<tr>
<td>College Park, Maryland</td>
<td>Northern Virginia Regional Commission</td>
</tr>
<tr>
<td>Culpeper County, Virginia</td>
<td>Orange County Public Schools, Virginia</td>
</tr>
<tr>
<td>Culpeper County Public Schools</td>
<td>Prince George's County, Maryland</td>
</tr>
<tr>
<td>District of Columbia</td>
<td>Prince George's County Public Schools, MD</td>
</tr>
<tr>
<td>District of Columbia Courts</td>
<td>Prince William County Public Schools, VA</td>
</tr>
<tr>
<td>DC Water and Sewer Authority</td>
<td>Prince William County, Virginia</td>
</tr>
<tr>
<td>District of Columbia Schools</td>
<td>Prince William County Service Authority</td>
</tr>
<tr>
<td>Fairfax County Water Authority</td>
<td>Rappahannock County Public Schools, VA</td>
</tr>
<tr>
<td>Fairfax, Virginia (City)</td>
<td>Rockville, Maryland</td>
</tr>
<tr>
<td>Falls Church City Public Schools</td>
<td>Shenandoah County Public Schools, VA</td>
</tr>
<tr>
<td>Falls Church, Virginia</td>
<td>Spotsylvania County Schools, Virginia</td>
</tr>
<tr>
<td>Fauquier County, Virginia</td>
<td>Stafford County, Virginia</td>
</tr>
<tr>
<td>Fauquier County Schools, Virginia</td>
<td>Stafford County Public Schools, Virginia</td>
</tr>
<tr>
<td>Fauquier County Water &amp; Sanitation Authority</td>
<td>Takoma Park, Maryland</td>
</tr>
<tr>
<td>Frederick City, Maryland</td>
<td>Vienna, Virginia</td>
</tr>
<tr>
<td>Frederick County Maryland</td>
<td>Upper Occoquan Sewage Authority</td>
</tr>
<tr>
<td>Frederick County Schools, Maryland</td>
<td>Virginia Railway Express</td>
</tr>
<tr>
<td>Gathersburg, Maryland</td>
<td>Washington Suburban Sanitary Commission</td>
</tr>
<tr>
<td>Greenbelt, Maryland</td>
<td>Washington Metropolitan Area Transit Authority</td>
</tr>
<tr>
<td>Herndon, Virginia</td>
<td>Winchester, Virginia</td>
</tr>
<tr>
<td>Leesburg, Virginia</td>
<td>Winchester Public Schools</td>
</tr>
<tr>
<td>Loudoun County Sanitation Authority</td>
<td>Others</td>
</tr>
<tr>
<td>Loudoun County, Public Schools, VA</td>
<td></td>
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<tr>
<td>Loudoun County, Virginia</td>
<td></td>
</tr>
<tr>
<td>Madison County Public Schools, VA</td>
<td></td>
</tr>
<tr>
<td>Manassas Park Public Schools, VA</td>
<td></td>
</tr>
</tbody>
</table>

Complete and return this form with your proposal.

__________________________
Vendor Name
BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years.

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 America, Eskimo or Aleut.

Woman-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.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:
A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

<table>
<thead>
<tr>
<th>Line</th>
<th>SMALL BUSINESS</th>
<th>LARGE BUSINESS</th>
<th>OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>___ B</td>
<td>___ Y</td>
<td>Regardless of Ownership</td>
</tr>
<tr>
<td>2.</td>
<td>___ C</td>
<td>___ A</td>
<td>Women-Owned</td>
</tr>
<tr>
<td>3.</td>
<td>___ X</td>
<td>___ V</td>
<td>Minority-Owned</td>
</tr>
</tbody>
</table>

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE.

NAME OF CONTRACTOR:
Complete and return this form with your proposal.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>CLASSIFICATION</th>
<th>AMOUNT</th>
<th>ANTICIPATED DOLLAR</th>
<th>ZIP CODE</th>
<th>STATE</th>
<th>CITY</th>
<th>STREET ADDRESS</th>
<th>NAME</th>
<th>SUBCONTRACTOR(S)</th>
</tr>
</thead>
</table>

Please check here if you are not using a subcontractor.

You are required to provide the County with names, addresses, anticipated dollar amount and Minority classification (use code numbers from the Minority Business Classification Schedule):

Prime Contractors Classification Code:

Prime Contractors Name:

Contract Number/Title:

Fax: 703-324-3228

Fairfax, Virginia 22035-0013, Suite 427
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
COUNTY OF FAIRFAX
NOTICE OF AWARD

Date: MAR 30 2010

CONTRACT TITLE: Billing for Emergency Medical Transport Services and Associated Services

CONTRACT NUMBER: RQ10-147102-11A

COMMODITY CODE: 8997

CONTRACT PERIOD: July 1, 2010 through June 30, 2015, Transition to begin April 1, 2010

RENEWALS: Five (1) one-year periods or any combination

SUPERSEDES CONTRACT: RQ05-762879-39B

CONTRACTOR: Med3000, Inc
680 Anderson Drive
Foster Plaza 10
Pittsburg, PA 15220

Remit to:
Med3000, Inc
P. O. Box 1236
Butler, PA 16003

Contact: Glenn Goodpaster
Telephone: 937-291-7850, ext. 3101
E-mail: Glenn_Goodpaster@med3000.com

VENDOR CODE: B232939847-01

B232939847-02

DELIVERY: N/A

TERMS: Net 30 Days

FOB: Destination

PRICES:

<table>
<thead>
<tr>
<th>Cash collected per transport</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$338.99 or below</td>
<td>4.0%</td>
</tr>
<tr>
<td>$339.00 to $351.99</td>
<td>4.5%</td>
</tr>
<tr>
<td>$352 or above</td>
<td>4.75%</td>
</tr>
</tbody>
</table>

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3228

3/31/10
Notice of Award
RQ10-147102-11A
Page 2

**DPSM CONTACT:** Kathy H. Stanley, CPPB, Contract Specialist II
   Telephone: 703-324-3217
   Fax: 703-324-3228
   E-mail: Kathy.stanley@fairfaxcounty.gov.

**ORDERING INSTRUCTIONS:**
Any county department may enter into iCASPS (County and Schools Procurement System) a purchase requisition indicating the item/service required, the quantity, the payment terms and the delivery date. The purchase requisition must be annotated with the contract number.

Requests exceeding the small purchase threshold will be routed to DPSM and a purchase order will be executed.

Kathy H. Stanley
Kathy H. Stanley, CPPB
Contract Specialist II, Team 1

**DISTRIBUTION:**
Finance – Accounts Payable/e
F&R – Katie Mangione
F&R – Christina Fisher

Contract Specialist - TLS
ADDENDUM NO. 1

TO: ALL PROSPECTIVE OFFERORS

REFERENCE: RFP10-147102-11

TITLE: Billing for Emergency Medical Transport Services and Associated Services

DATE/TIME OF CLOSING: January 13, 2010 @ 2:00 P.M. (Revised)

The referenced request for proposal is amended as follows:

1. The Request for Proposal closing date and time has been changed January 13, 2010 @ 2:00 P.M.

2. Refer to Attachment 1 for questions and answers previously submitted.

3. All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB
Contract Specialist Supervisor, Team 1

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

________________________
Name of Firm

________________________  ______________________
(Signature)                      (Date)

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

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.
Q1. Page 6, 8.1a and Page 28, Section 65 requires appropriate Federal, State and County Registration numbers. We maintain Federal and State foreign corp. registrations however, is the County registration required prior to proposal submission?
A1. Yes, if your business is located in Fairfax County you must have a business license at time of submission of the Proposal.

Q2. Page 7, 8.5a and 8.5g requires a complete list and brief description of each current or previous contract within the last three years. While we would be more than happy to supply Fairfax with our complete list of 300+ municipalities, would you prefer for us to narrow this list to include agencies with similar characteristics (annual transport numbers, location, demographics, etc)?
A2. Please provide the entire list to include information requested in Paragraph 8.5.a “Organization and Staff Experience” of the Request for Proposal.

Q3. Page 11, 18.6 presents the evaluation criteria. Could you please reveal the allocation of points to each criterion if any such weighting schedule has been assigned?
A3. This information will not be provided

Q4. Page 22, Specification 20 states that all questions submitted within 5 days of the date set for the opening of bids will NOT be accepted. We take this phrase to mean 5 days before the RFP due date as the County presumably will open the bids at time of receipt, however to be certain, can you please clarify what the deadline is for all vendors submitting questions?
A4. Please submit any question pertaining to this Request for Proposal no later than noon on January 5, 2010.

Q5. Page 2 lists your current fee schedule. Is the County considering an increase to its fees or is the County open to recommendations on this subject?
A5. Although at this time we are not considering an adjustment, we are open to recommendations.

Q6. Does the County plan to begin providing non-emergency transports in the future? If so, how many non-emergency transports might the County expect on an annual basis? What would be the fees for non-emergency transports, if any?
A6. No

Q7. What is your average loaded mileage per transport?
A7. 5.4 miles

Q8. How much is your average invoice?
A8. $535.00

Q9. Are you a participating provider with any private insurance companies? If so, which ones and what are the volumes and rates by payer for any contracted commercial providers?
A9. No
Q10. Please list the principal hospitals to which Fairfax County Fire/Rescue personnel make transports. Also, please indicate next to each hospital the percentage of your total transports in fiscal 2008 and fiscal 2009 that each hospital received.

A10.

Fiscal Year 2008

<table>
<thead>
<tr>
<th>Hospital Name</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCESS FAIRFAX EMER CARE CTR</td>
<td>0.560%</td>
</tr>
<tr>
<td>ACCESS RESTON EMER CARE CENTER</td>
<td>0.154%</td>
</tr>
<tr>
<td>ACCESS SPRINGFIELD HEALTHPLEX</td>
<td>6.729%</td>
</tr>
<tr>
<td>ALEXANDER HOSPITAL INOVA</td>
<td>6.484%</td>
</tr>
<tr>
<td>ARLINGTON HOSPITAL</td>
<td>3.615%</td>
</tr>
<tr>
<td>BETHESDA NAVAL MEDICAL CENTER</td>
<td>0.013%</td>
</tr>
<tr>
<td>CHILDREN'S NATIONAL MEDICAL CT</td>
<td>0.032%</td>
</tr>
<tr>
<td>DEWITT ARMY HOSP FORT BELVOIR</td>
<td>0.342%</td>
</tr>
<tr>
<td>FAIR OAKS HOSPITAL - INOVA</td>
<td>13.395%</td>
</tr>
<tr>
<td>FAIRFAX HOSPITAL - INOVA</td>
<td>44.266%</td>
</tr>
<tr>
<td>GEORGE WASHINGTON UNIV HOSP</td>
<td>0.022%</td>
</tr>
<tr>
<td>GEORGETOWN HOSPITAL</td>
<td>0.045%</td>
</tr>
<tr>
<td>LANDING ZONE</td>
<td>0.227%</td>
</tr>
<tr>
<td>LOUDOUN HOSP CTR LANDSDOWNE</td>
<td>0.221%</td>
</tr>
<tr>
<td>MARY WASHINGTON HOSPITAL</td>
<td>0.002%</td>
</tr>
<tr>
<td>MEDSTAR HOSPITAL</td>
<td>0.015%</td>
</tr>
<tr>
<td>MT VERNON HOSPITAL - INOVA</td>
<td>11.358%</td>
</tr>
<tr>
<td>NORTHERN VA COMMUNITY HOSPITAL</td>
<td>0.002%</td>
</tr>
<tr>
<td>Northern VA Mental Health Inst</td>
<td>0.002%</td>
</tr>
<tr>
<td>POTOMAC HOSP - PRINCE WILLIAM</td>
<td>0.521%</td>
</tr>
<tr>
<td>PRINCE WILLIAM HOSPITAL</td>
<td>0.242%</td>
</tr>
<tr>
<td>RESTON HOSPITAL CENTER</td>
<td>11.626%</td>
</tr>
<tr>
<td>SCENE</td>
<td>0.002%</td>
</tr>
<tr>
<td>SIBLEY HOSPITAL</td>
<td>0.050%</td>
</tr>
<tr>
<td>SUBURBAN HOSPITAL</td>
<td>0.011%</td>
</tr>
<tr>
<td>VETERANS HOSPITAL</td>
<td>0.024%</td>
</tr>
<tr>
<td>WALTER REED ARMY MEDICAL CTR</td>
<td>0.006%</td>
</tr>
<tr>
<td>WASHINGTON HOSPITAL CENTER</td>
<td>0.035%</td>
</tr>
</tbody>
</table>

Q11. In fiscal year 2008 and fiscal year 2009, approximately what percentage of all annual transports included at least one (1) EMT-P or EMT-I on transport vehicles?

A11. In FY08 – 77%, FY09 – 80%, in FY10 (system change), 91%.

Q12. Section 7.3 indicates accounts referred for collections activity that shall be forwarded to a County designated collection agent. Please provide more details of Fairfax County's collections agent and activity.

A12. We do not forward accounts at this time. If we transfer accounts, we would expect the contractor to assist with the transfer of data.
Q13. Section 4.2 indicates that "the FCFRD estimates that the number of emergency transports will be approximately 45,000 or more". What was the exact number of transports in fiscal year 2009?

Q14. Who is your current vendor for ambulance billing? How long have you used your current billing provider? What is the fee being charged by your current billing provider?
   A14. Information pertaining to the current contractor for these services can be located on our contract register located at: http://www.fairfaxcounty.gov/registry/. By entering "EMERGENCY MEDICAL SERVICES BILLING AND ASSOCIATED SVCs" in the description field.

Q15. Does the County feel that more could be collected by the current billing provider than is being collected?
   A15. Yes, collections can always be improved.

Q16. How does the current billing vendor receive patient/trip data from the County?
   A16. Fairfax County Fire and Rescue uses the Zoll Rescue Net system for collecting electronic medical records. Currently, this system produces a file formatted for the Amazon Billing System. This file is sent via a VPN twice a week.

<table>
<thead>
<tr>
<th></th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Charges</td>
<td>$17.9M</td>
<td>$18.3M</td>
<td>$24.6M</td>
</tr>
<tr>
<td>Collections</td>
<td>$10.9M</td>
<td>$11.5M</td>
<td>$14.6M</td>
</tr>
<tr>
<td>Medicare Contractual</td>
<td>$133,348</td>
<td>$92,532</td>
<td>$636,084</td>
</tr>
<tr>
<td>Allowance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medicaid Contractual</td>
<td>$424,965</td>
<td>$333,836</td>
<td>$566,827</td>
</tr>
<tr>
<td>Allowance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tricare Allowance</td>
<td>$206,201</td>
<td>$229,049</td>
<td>$297,540</td>
</tr>
<tr>
<td>Fairfax County Resident Co-</td>
<td>$1,211,155</td>
<td>$847,752</td>
<td>$1,475,481</td>
</tr>
<tr>
<td>Pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (inmates, bankruptcy,</td>
<td>$913,655</td>
<td>$618,612</td>
<td>$952,848</td>
</tr>
<tr>
<td>etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medicare Charges</td>
<td>22.21%</td>
<td>31.01%</td>
<td>32.24%</td>
</tr>
<tr>
<td>Medicaid Charges</td>
<td>1.72%</td>
<td>2.08%</td>
<td>1.71%</td>
</tr>
<tr>
<td>Other Insurance Charges</td>
<td>38.64%</td>
<td>40.11%</td>
<td>40.67%</td>
</tr>
<tr>
<td>Self-Pay Charges</td>
<td>37.43%</td>
<td>26.80%</td>
<td>25.38%</td>
</tr>
<tr>
<td>Medicare Collections</td>
<td>38%</td>
<td>37%</td>
<td>42%</td>
</tr>
<tr>
<td>Medicaid Collections</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>Other Insurance Collections</td>
<td>53%</td>
<td>54%</td>
<td>43%</td>
</tr>
<tr>
<td>Self-Pay Collections</td>
<td>8%</td>
<td>8%</td>
<td>5%</td>
</tr>
</tbody>
</table>

Q17. Clarify which type (I or II) is the County requesting.
   A17. A SAS 70 Type II report is required.

Q18. Will you accept a proposal that has initiated but not completed the SAS 70 audit?
   A18. No, a completed SAS 70 audit is required.

Q19. Will you accept "reviewed" financial statements in place of audited financial statements?
   A19. No, audited financial statements are required.
April 6, 2010
Memorandum of Negotiations
Arlington County, Virginia

Attn: Purchasing Department

This Memorandum of Negotiations documents additional deliverables MED3000, Inc. has agreed to provide the County of Arlington in addition to services included and provided as part of the extension agreement being exercised under the Fairfax County, Virginia contract with MED3000. The additional deliverables include:

- Filling all Medicare recertification requirements specifically during the life of this contract and any insurance credentialing requirements in general;
- Populating spreadsheets required for budgeting purposes;
- Preparing special reports on a quarterly basis (or monthly if preferred) for transports and collections made to Falls Church, VA patients which include total charges by month and total collections by month;
- An option greeting and directing Spanish speaking patients to a Spanish speaking customer service representative to facilitate communications;
- The ability to interface with EMS Charts and download Patient Care Reports into the MED3000 system for billing purposes;
- Access to the MED3000 Arlington County data base;
- MED3000 is responsible for writing and mailing refund checks after refund reports are approved by the County and properly funded;

The signatures below constitute a mutual agreement these services are included as within the Fairfax contract extension being utilized by Arlington County.

By: Glenn Goodpaster
Vice President, MED3000

Dated: April 6, 2010

By: ________________________________

Dated: ____________________________

Name
Title
MED3000, Inc.  
3131 Newmark Dr. Suite 1000  
Miamisburg, OH 45342  

Attention: Glenn Goodpaster, Executive Vice President  

Dear Mr. Goodpaster:  

Acceptance Agreement  
Contract Number: RQ10-147102-11A  

This acceptance agreement signifies contract award to MED3000, Inc. for the provision of Billing for Emergency Medical Transport & Associated Services. The period of the contract shall be from July 1, 2010 through June 30, 2015, with five (1) one-year renewal options. Contract transition will be expected by begin immediately upon contract award (April 1, 2010).  

The contract award shall be in accordance with:  

1) This Acceptance Agreement;  
2) The signed Memorandum of Negotiations.  

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 19 within ten (10) days after receipt of this letter.  

Sincerely,  

Cathy A. Muse, CPPO  
Director/County Purchasing Agent  

Department of Purchasing & Supply Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA  22035-0013  
Website: www.fairfaxcounty.gov/dpsm  
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
MEMORANDUM OF NEGOTIATIONS

The County of Fairfax (hereinafter called the County) and MED3000, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ10-147102-11A. The final contract contains the following documents:

a. County's Request for Proposal RFP10-147102-11A and all Addenda;
b. The Contractor's Technical response dated January 8, 2010
c. The Contractor's response to items for Negotiation dated March 10, 2010
d. The Contractors clarification from Negotiations dated March 15, 2010
e. This Memorandum of Negotiation and any Attachments;
f. County purchase order;
g. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. The County and the contractor agree to the following pricing schedule:

<table>
<thead>
<tr>
<th>Cash collected per transport</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$338.99 or below</td>
<td>4.0%</td>
</tr>
<tr>
<td>$339.00 to $351.99</td>
<td>4.5%</td>
</tr>
<tr>
<td>$352 or above</td>
<td>4.75%</td>
</tr>
</tbody>
</table>

a. The fee will be paid at the base rate of 4% for the first twelve months. At the end of the twelve months, the average cash per transport will be calculated using the previous six months collections. If the average cash per transport exceeds the 4% threshold, the additional percentage will be paid. The Contractor agrees that the cash collected is "all monies collected and posted to the patients accounts adjusted for refunds".
b. The collections will be determined on a twelve month basis in the subsequent years.
c. If the County raises the amount charged for transport services, the fees paid to the Contractor will be modified to reflect revised targets.

2. The Contractor will record all patient phone calls for the County. The calls will be available upon request from the County.

3. The Contractor will include two transport reconciliation services:
   a. The Contractor will reconcile all transports entered into the billing system against transports entered into the Zoll system, and take appropriate action to correct any differences.
   b. The Contractor will reconcile transports entered into Zoll against transports in the dispatch system and work with the County to correct any discrepancies. This reconciliation process will require the Contractor to have access to the County's dispatch information.

4. The Contractor agrees that all credentialing services are included in the fees.
5. If requested, the Contractor will scan the previous six months "Estimate of Benefits" and related documentation for storage purposes at no additional cost to the County.
6. If requested, the Contractor will assume billing for all open accounts at the contract start date using the established fee schedule.
7. The Contractor will establish a secure VPN connection with the existing vendor to facilitate the transfer of protected health information.

8. The Contractor reserves the right to extend this Agreement to other public bodies of the Commonwealth of Virginia, as well as those public bodies referenced in Paragraph 34 of the Special Provisions, "Use of Contract by Other Public Bodies", based on the tiered rates listed below and subject to mutual contractual arrangements. The Contractor therefore establishes tiered pricing based on transports provided for purposes of pricing under this Agreement:

- 1,000 or less transports: 6.5% of Net Revenue
- 1,001 to 3,900 transports: 5.9% of Net Revenue
- 3,901 to 25,000 transports: 5.5% of Net Revenue
- 25,001 to 40,000 transports: 5.2% of Net Revenue
- 40,001 or more transports: 4.5% of Net Revenue

ACCEPTED BY:

Glenn Goodpaster, Executive Vice President
MED3000, Inc.

[Signature] 3/24/10  Date

Cathy A. Muse, CPPO
Director/County Purchasing Agent

[Signature] 3/30/10  Date
### Listing Of Local Public Bodies

**EXHIBIT**

**REFERENCE PARAGRAPH 33 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:**

<table>
<thead>
<tr>
<th>Alexandria Public Schools, VA</th>
<th>Manassas Park, Virginia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Sanitation Authority</td>
<td>Manassas, Virginia</td>
</tr>
<tr>
<td><strong>X</strong> Alexandria, Virginia</td>
<td>Manassas City Public Schools, Virginia</td>
</tr>
<tr>
<td><strong>X</strong> Arlington County, Virginia</td>
<td>Marylan-National Capital Park &amp; Planning Commission</td>
</tr>
<tr>
<td>Arlington Public Schools, Virginia</td>
<td>Metropolitan Washington Airports Authority</td>
</tr>
<tr>
<td><strong>X</strong> Bowie, Maryland</td>
<td>Metropolitan Washington Council of Governments</td>
</tr>
<tr>
<td><strong>X</strong> Charles County, Maryland</td>
<td>Montgomery Community College</td>
</tr>
<tr>
<td>Charles County Public Schools, MD</td>
<td>Montgomery County, Maryland</td>
</tr>
<tr>
<td>Chevy Chase Village, MD</td>
<td>Montgomery County Public Schools, MD</td>
</tr>
<tr>
<td>Clark County Administrative Services</td>
<td>Northern Virginia Community College</td>
</tr>
<tr>
<td><strong>X</strong> College Park, Maryland</td>
<td>Northern Virginia Regional Commission</td>
</tr>
<tr>
<td>Guipper County, Virginia</td>
<td>Orange County Public Schools, Virginia</td>
</tr>
<tr>
<td>Guipper County Public Schools</td>
<td>Prince George's County, Maryland</td>
</tr>
<tr>
<td><strong>X</strong> District of Columbia</td>
<td>Prince George's County Public Schools, MD</td>
</tr>
<tr>
<td>District of Columbia Courts</td>
<td>Prince William County Public Schools, VA</td>
</tr>
<tr>
<td>DC Water and Sewer Authority</td>
<td>Prince William County, Virginia</td>
</tr>
<tr>
<td>District of Columbia Schools</td>
<td>Prince William County Service Authority</td>
</tr>
<tr>
<td>Fairfax County Water Authority</td>
<td>Rappahannock County Public Schools, VA</td>
</tr>
<tr>
<td><strong>X</strong> Fairfax, Virginia (City)</td>
<td>Rockville, Maryland</td>
</tr>
<tr>
<td>Falls Church City Public Schools</td>
<td>Shenandoah County Public Schools, VA</td>
</tr>
<tr>
<td>Falls Church, Virginia</td>
<td>Spotylvania County Schools, Virginia</td>
</tr>
<tr>
<td>Fauquier County, Virginia</td>
<td>Stafford County, Virginia</td>
</tr>
<tr>
<td>Fauquier County Schools, Virginia</td>
<td>Stafford County Public Schools, Virginia</td>
</tr>
<tr>
<td>Fauquier County Water &amp; Sanitation Authority</td>
<td>Takoma Park, Maryland</td>
</tr>
<tr>
<td><strong>X</strong> Frederick City, Maryland</td>
<td>Vienna, Virginia</td>
</tr>
<tr>
<td><strong>X</strong> Frederick County Maryland</td>
<td>Upper Occoquan Sewage Authority</td>
</tr>
<tr>
<td>Frederick County Schools, Maryland</td>
<td>Virginia Railway Express</td>
</tr>
<tr>
<td><strong>X</strong> Gaithersburg, Maryland</td>
<td>Washington Suburban Sanitary Commission</td>
</tr>
<tr>
<td>Greenbelt, Maryland</td>
<td>Washington Metropolitan Area Transit Authority</td>
</tr>
<tr>
<td>Herndon, Virginia</td>
<td>Winchester, Virginia</td>
</tr>
<tr>
<td>Leesburg, Virginia</td>
<td>Winchester Public Schools</td>
</tr>
<tr>
<td>Loudoun County Sanitation Authority</td>
<td>Others</td>
</tr>
<tr>
<td>Loudoun County, Public Schools, VA</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> Loudoun County, Virginia</td>
<td></td>
</tr>
<tr>
<td>Madison County Public Schools, VA</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> Manassas Park Public Schools, VA</td>
<td></td>
</tr>
</tbody>
</table>

Complete and return this form with your proposal. 

---

**MED3 Inc.**

Vendor Name

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36
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into on, by and among the County Board of Arlington County, Virginia (herein “Covered Entity”) and (herein “Business Associate”) in order to comply with 45 C.F.R. §§164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191)("HIPAA"), 42 U.S.C. Section 1320d, et. seq., the Health Information Technology for Economic and Clinical Health Act (P.L. 111-005)("HITECH ACT") and any regulations promulgated thereunder, as amended from time to time. Further, this Agreement is entered into to protect the confidentiality and integrity of Protected Health Information (PHI) required by law, policy, professional ethics, and accreditation requirements. Parties to this Agreement shall fully comply with the provisions of the regulations implementing HIPAA.

RECITALS

WHEREAS the parties must comply with provisions of HIPAA, the Privacy Rule and Security Rule requirements and applicable provisions of the "HITECH standards" (defined below);

WHEREAS the parties agree and understand that the Covered Entity must receive satisfactory written assurance from the Business Associate that the Business Associate will safeguard all Protected Health Information, as defined by HIPAA;

WHEREAS the parties intend to protect the privacy and provide for the security of PHI disclosed to the BA pursuant to its contract with the Covered Entity in compliance with HIPAA and the HITECH Act and the regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws;

WHEREAS the Business Associate agrees to take all reasonable and accepted efforts to ensure that PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals (e.g. encrypted, destroyed) whenever appropriate;

WHEREAS the Business Associate hereby provides such assurances;

In consideration of mutual promises and covenants below, the parties intending to be legally bound, agree as follows:

1 DEFINITIONS.

As used in this Agreement, the terms below will have the following meanings intended to be consistent with HIPAA and the HITECH Act:

1.1 Agreement.
"Agreement" shall mean this Business Associate Agreement.
1.2 Affected Individuals.
"Affected individuals" shall mean person who were affected by a Breach, as defined below, or whose unsecured protected health information has been, or is reasonably believed to have been, breached.

1.3 Breach.
"Breach" shall mean the unauthorized acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule which compromises the security or privacy of such information except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. And any other such exceptions to this definition as set forth at 42 USC 17921 section 13400 (1) and any guidance related thereto.

1.4 Business Associate.
"Business Associate" shall mean MED3000 Inc.

1.5 Covered Entity.
"Covered Entity" shall mean the County Board of Arlington County, Virginia.

1.6 Designated Record Set.
"Designated Record Set" shall mean a group of records maintained by or for a covered entity that is:

(a) The medical records and billing records about individuals maintained by or for a covered health care provider;

(b) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(c) Used, in whole or in part, by or for the covered entity to make decisions about individuals.

1.7 Discovered.
"Discovered" shall mean the first day the Breach is known or reasonably should have been known by the Business Associate, including any person, other than the person committing the breach, that is an employee, officer or other agent of the Business Associate.

1.8 HITECH Standards.
"HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECT"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and any regulations promulgated thereunder.

1.9 Individual.
"Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103.
and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g)(1). This term includes "Covered Individual" and "Covered Person/s as used herein."

1.10 Plan.
"Plan" shall have the same meaning as set forth in HIPAA and HITECH Act.

1.11 Privacy Rule.
"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.12 Protected Health Information.
"Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103. PHI is limited to information created or received by Business Associate from or on behalf of Covered Entity. PHI means individually identifiable information created or received by a health care provider, health plan, employer or health care clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. PHI includes protected information provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

1.13 Required by Law.
"Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

1.14 Secretary.
"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

1.15 Summary Health Information.
"Summary Health Information" shall mean information, which may be Protected Health Information, (1) that summarizes the claims history, claims expenses, or types of claims and (2) from which the identifiers specified in 45 C.F.R. §164.514(b)(2)(i) have been deleted (except that the zip code information described in 45 C.F.R. §164.514(b)(2)(i)(B) may be aggregated to the level of a five (5) digit zip code).

1.16 Underlying Agreement.
"Underlying Agreement" refers to the County contract necessitating this Business Associate Agreement.

1.17 Unsecured Protected Health Information.
"Unsecured Protected Health Information" or "Unsecured PHI" shall mean Protected Health Information (PHI) that is not rendered unusable, unreadable, or indecipherable to
unauthorized individuals through the use of technology or a methodology specified by the Secretary in guidance.

2 STATEMENT OF AGREEMENT.

2.1 HIPAA Compliance and Agents.

Business Associate hereby agrees to fully comply with the “Business Associate” requirements under HIPAA, throughout the term of this Agreement. Further, Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, sub-Business Associate, employee, subsidiary, and affiliate of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will be required to fully comply with HIPAA, and will be bound by written agreement to the same or substantially similar restrictions and terms and conditions as set forth in this Agreement. Covered Entity shall have the option to review and approve all such written agreements between Business Associate and its agents and sub-Business Associates prior to their effectiveness.

2.2 Uses and Disclosures of PHI.

Business Associate shall not use PHI otherwise than as expressly permitted by this Agreement, or as required by law. However, Business Associate may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement. Business Associate shall not disclose PHI to any member of its workforce except to those persons who have authorized access to the information, who have received privacy training in PHI, and who have signed an agreement to hold the information in confidence.

2.3 Required or Permitted Uses & Disclosures.

Business Associate agrees that it is permitted to use or disclose PHI only: (a) upon obtaining the authorization of the patient to whom such information pertains in accordance with 45 C.F.R. §164.502(a)(1)(iv) and §164.508, (b) upon obtaining the consent of a patient to whom such information pertains, if the use or disclosure is for purposes of treatment, payment, or health care operations, in accordance with 45 C.F.R. §164.502(a)(1)(ii) and §164.506, or (c) without an authorization or consent, if in accordance with 45 C.F.R. §164.506, §164.510, §164.512, §164.514(e), §164.514(f), §164.514(g), or as otherwise permitted or required by agreement or law.

2.3.1 Disclosure Tracking.

Business Associate will record each disclosure and Breach of Covered Persons’ Protected Health Information, which is not exempt from disclosure accounting that Business Associate makes to the Plan or to a third party.

The information about each disclosure that Business Associate must record (“Disclosure Information”) is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a
brief description of the Protected Health Information disclosed, and (d) a brief statement of the purpose of the disclosure.

For repetitive disclosures of Covered Persons’ Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including the Plan), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

2.3.2 Exceptions from Disclosure Tracking.
Business Associate is not required to record disclosure information or otherwise account for disclosures of PHI that this Agreement or the Plan in writing permits or requires: (i) for the purpose of the Business Associate’s payment activities or health care operations, (ii) to the individual who is the subject of the PHI disclosed, or to that individual’s personal representative; (iii) to persons involved in that individual’s health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; and (x) for disclosures prior to April 14, 2003.

2.3.3 Disclosure Tracking Time Periods.
Business Associate will have available the disclosure Information required for the six (6) years immediately preceding the date of the Covered Entity’s request for the Disclosure Information.

2.3.4 Use and Disclosure: Rights.
Business Associate acknowledges that this Agreement does not in any manner grant Business Associate any greater rights than Covered Entity enjoys, nor shall it be deemed to permit or authorize Business Associate to use or further disclose PHI in a manner that would otherwise violate the requirements of HIPAA if done by Covered Entity.

2.4 Accounting for Disclosures.
Accounting of Disclosures. Business Associate shall maintain an ongoing log of the details relating to any disclosures of PHI it makes (including, but not limited to, the date made, the name of the person or organization receiving the PHI, the recipient’s address, if known, a description of the PHI disclosed, and the reason for the disclosure). Business Associate shall, within thirty (30) days of Covered Entity’s request, make such log available to Covered Entity, as needed for Covered Entity to provide a proper accounting of disclosures to its patients.

Disclosure to U.S. Department of Health and Human Services (DHHS). Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of DHHS or its
designee for purposes of determining Covered Entity's compliance with HIPAA and with the Privacy Regulations issued pursuant thereto. Business Associate shall provide Covered Entity with copies of any information it has made available to DHHS under this section of this Contract.

2.4.1 Report of Improper Use or Disclosure.
Business Associate shall report to Covered Entity within thirty (30) days of discovery any information of which it becomes aware concerning any use or disclosure of PHI that is not provided for by this Agreement. See also section 2.8 herein.

2.5 Administrative Obligations.

2.5.1 Safeguards.
Business Associate agrees to develop implement and maintain appropriate procedural, physical, and electronic safeguards to prevent the use, disclosure or misuse of PHI otherwise than as provided by this Agreement including but not limited to administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality and integrity and availability of the PHI, in accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and 164.315. Business Associate agrees to comply with policies and procedures and documentation requirement of the HIPAA Security Rule. Business Associate agrees to notify Covered Entity of the location of any PHI disclosed by Covered Entity or created by Business Associate on behalf of Covered Entity and held by or under the control of Business Associate or those to whom Business Associate has disclosed such PHI.

2.5.2 Minimum Necessary.
Business Associate must limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of HIPAA. Business Associate represents that all uses, disclosures, and requests it will make shall be the minimum necessary in accordance with HIPAA requirements. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by HIPAA, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from Covered Entity.

2.5.3 Designated Record Set.
Business Associate shall maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI. In accordance with an individual's right to access to their own PHI under HIPAA, Business Associate shall make available all PHI in that designated record set to the individual to whom that information pertains, or such individual's representative, all PHI in that designated record set, upon a request by such individual or such individual's representative.
2.5.4 Records: Covered Entity Access.

Business Associate shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate to the sole discretion of Covered Entity. Upon reasonable request Business Associate shall provide the Covered Entity with reasonable access to examine and copy such records and documents of Business Associate during normal business hours within 30 days of a request for such information. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any other administrative or judicial body with jurisdiction.

Accounting.

2.5.5 Access to Protected Information.

Business Associate shall make PHI maintained by the Business Associate or its agents or subcontractors in Designated Record Sets available to the Covered Entity for inspection and copying within ten (10) days of the request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including but not limited to, 45 C.F.R. §164.524. If Business Associate maintains an electronic health record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including but not limited to, 42 USC §17935(e).

2.5.6 Accounting of Disclosures.

Within twenty (20) days of a request by the Covered Entity or individual, Business Associate shall provide information to the Covered Entity to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including but not limited to, 45 C.F.R. §164.528, and the HITECH Act, including but not limited to 42 USC §17935(C), as determined by the Covered Entity. Business Associate agrees to implement a process that allows for such an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Additional time may be extended so long as the Covered Entity remains in compliance with and the time periods outlined at 45 C.F.R. 164.5280(1)(ii).

2.6 Workforce Provisions.

2.6.1 Confidentiality Agreement.

Business Associate must have a confidentiality agreement in place with individuals of its workforce who have access to PHI. Issuing and maintaining these confidentiality agreements will be the responsibility of the Business Associate. Covered Entity shall have the option to inspect the maintenance of said confidentiality agreements.
2.6.2 Employee Sanctions.
Business Associate shall implement and maintain sanctions for any employee, sub-
Business Associate, or agent who violates the requirements in this Contract or the
HIPAA privacy regulations. Business Associate shall, as requested by Covered Entity,
take steps to mitigate any harmful effect of any such violation of this Contract.

2.7 Amendment of and Access to PHI; Notification.
Business Associate shall make an individual’s PHI available to Covered Entity within
thirty (30) days of an individual’s request for such information as notified by Covered
Entity.

Business Associate shall make available PHI for amendment and shall incorporate any
amendments to PHI within thirty (30) days of notification by Covered Entity. Business
Associate shall make reasonable efforts to notify persons, organizations, or other
entities, including other business associates, known by Business Associate to have
received the erroneous or incomplete information and who may have relied, or could
foreseeably rely, on such information to the detriment of the individual patient. Business
Associate must update this information when notified by Covered Entity.

Business Associate shall make available PHI or any other information required to
provide, or assist in preparing, an accounting of disclosures in accordance with HIPAA.
Right of Access.

2.8 Compliance with HITECH Standards.

2.8.1 Breach Notification to Covered Entity.

To ensure proper and timely notification by Covered Entity following a breach of
unsecured protected health information, the Business Associate shall in writing provided
initial Notice of any Breach following Discovery of the Breach. Such initial Notice to the
Covered Entity must be given immediately or without delay, as applicable. Thereafter,
no later than thirty (30) days after Discovery by the Business Associate, additional
written Notice must be provided to Covered Entity, to the extent possible, to include the
following information in the format and order provided below. If additional information
becomes available later, it shall be promptly provided to the Covered Entity:

1. Total number of Affected Individuals per Breach;
2. A brief description of what happened, including the date of the breach,
   the date of the discovery of the breach and who impermissibly used or
to whom the information was impermissibly disclosed;
3. A detailed description of the type of Unsecured PHI that was involved
   in the Breach (e.g. name, social security number, date of birth, health
   information etc.);
4. Any steps Affected Individuals should take to protect themselves from
   potential harm resulting from the Breach;
5. A description of the Business Associate's investigation into the Breach, efforts to mitigate of harm to affected individuals, and to protect against future breaches;
6. Contact procedure for follow-up, which must include a toll-free number, an email address and a website or postal address;
7. The identify of each Affected Individual whose unsecured protected health information has been, or is reasonably believed to have been, breached; and,
8. Any further information known to the Business Associate, which it determines in its discretion could assist the Covered Entity to comply with the HITECH Standards.

2.8.2 Other HITECH Standards.
The Business Associate shall also comply with the following HITECH Standards, including, but not limited to:

1. compliance with the requirements regarding minimum necessary under HITECH §13405(b);
2. requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full confident with HITECH §13405(d)
3. the prohibition of sale of PHI unless an exception under HITECH §13405(d) applies;
4. the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. §164.501 unless permitted by this Agreement and Section 13406 of HITECH;
5. the requirements relating to the provision of access to certain information in electronic access under HITECH §13405(e);
6. compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§164.308 (Administrative Safeguards), 164.310 (Physical Safeguards); 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and,
7. the requirements regarding accounting of certain disclosures of PHI maintain in an Electronic Health Records under HITECH §13405(c).
8. If an impermissible disclosure of PHI has occurred and is not subject to the notification requirements at section 2.8.1 above, Business Associate shall promptly notify Covered Entity of the disclosure and if the Business Associate determines that a disclosure is not a Breach under HITECH Standards, the Business Associate shall provide a brief explanation as to why the disclosure does not "pose significant risk of financial, reputational or other harm to the individual/s" as provided in the Interim Final Rule at 45 C.F.R. Parts 160 and 164.
2.9 Termination Rights.
This Agreement authorizes Covered Entity to terminate the Agreement, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the Agreement required by HIPAA, the HITECH Act or the regulations promulgated thereunder. This Agreement shall remain in effect throughout the Contract Term and any Subsequent Contract Term of the Underlying Agreement unless terminated for cause by Covered Entity with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement before the effective date of termination.

Within thirty (30) days of expiration or earlier termination of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such PHI. Business Associate shall provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Contract shall survive with respect to such PHI.

2.10 Breach or Violation: Knowledge.
If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Agreement, Covered Entity shall take any steps reasonably necessary to cure such breach or end such violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to §12, or (b) if termination is not feasible, report the breach or violation to DHHS. If Business Associate as a covered entity, defined by HIPAA, violates the terms and conditions of this Agreement in its capacity as a business associate of another covered entity, Business Associate will be in noncompliance with the standards, implementation specifications, and requirements of HIPAA.

2.11 Breach or Violation: Knowledge.
In compliance with 42 USC 17934 (b), if the Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity’s obligations under this Agreement, Business Entity shall take any steps reasonably necessary to cure the breach or end the violation. If the steps are unsuccessful, Business Associate must terminate the Contract or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity’s obligations under the Contract within five (5) days of discover and shall meet
with the Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3 MISCELLANEOUS.

3.1 Regulatory References.
A reference in this Business Associate Agreement to a section in the Privacy Rule, Security Rule, HIPAA or the HITECH Act means the section as in effect or as amended.

3.2 Amendment.
The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, HIPAA and the HITECH Act. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of Virginia relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to the Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity’s notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

3.3 Survival.
The respective rights and obligations of Business Associate under Section 2 of this Agreement shall survive the termination of this Agreement.

3.4 Interpretation.
This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule and to ensure compliance by the Covered Entity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the above.

3.5 Data Ownership.
Business Associate acknowledges that business Associate has no ownership rights with respect to PHI.

3.6 Party Notices.
All notices and other communications under this Agreement to any Party shall be in writing and the following contact information shall be used:
3.7 Severability; Governing Law.

With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court’s determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

3.8 Further Assurances.

Each Party shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

3.9 Entire Agreement.

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.
3.10 Conforming Amendment.

This Agreement incorporates by reference the provisions of HIPAA, the Privacy Rule, Security Rule and the applicable provisions of HITECH, all regulations promulgated thereunder and other applicable laws relating to the security and confidentiality of PHI. To the extent that the law/s or governing regulations are amended thereto, those amendments are incorporated herein as if set forth in full text. The parties thereafter shall negotiate an amendment to this Agreement.

3.11 Disclaimer.

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HITECH Act or regulations promulgated thereunder will be adequate or satisfactory for Business Associate’s own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding safeguarding of PHI.

3.12 Indemnification, Defense and Save Harmless.

The indemnification provision in the Underlying Agreement applies to the breach, negligent or otherwise, of the terms of this Agreement, HIPAA or the HITECH Act and any regulations promulgated thereunder. Any limitation of liability provision contained in the Underlying Agreement does not apply to this Business Associate Agreement.

IN WITNESS thereof this Business Associate Agreement acknowledged and agreed to by:

[Signature]
for the Covered Entity
Arlington County Privacy Officer

[Signature]
for the County Department Privacy Representative

[Signature]
for the Business Associate Authorized Representative

(print name) Robert Salle - MED3000, Inc.

Date: 4/30/10

Date: 4/29/10