TO: Learn Now Music  
3050 Dyer Boulevard  
Suite 552  
Kissimmee, Florida 34741  

DATE ISSUED: May 13, 2015  
CURRENT REFERENCE NO: 540-15-43  

CONTRACT TITLE: Sports and Recreational Camps  

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. The contract term covered by this Notice of Award is effective immediately and expires on September 1, 2015.  

The contract documents consist of the terms, conditions, and specifications of agreement 540-15-43 and the terms and conditions incorporated herein by reference.  

*THIS CONTRACT IS NOT VALID UNTIL ALL BACKGROUND CHECKS ARE SUCCESSFULLY COMPLETED FOR ALL EMPLOYEES PERFORMING WORK UNDER THIS CONTRACT*  

ATTACHMENTS:  
AGREEMENT NO. 540-15-43.  

CONTRACT PRICING:  
REFER TO ATTACHED AGREEMENT  

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

CONTACT: Shelly Suarez  
TELEPHONE NO.: 800-399-6414  

VENDOR PAYMENT TERMS: NET 30 DAYS  

CONTACT EMAIL: CustomerService@learnnowmusic.com  

COUNTY CONTACT: Stacy Chouinard  
TELEPHONE NO.: 703-228-1856  

______________________________  
Guinevere Bruner, CPPB  
PROCUREMENT OFFICER  

______________________________  
DATE  
5/13/15  

DISTRIBUTION  
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 540-15-43

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of execution by the County, between Learn Now Music ("Contractor") a Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (Contractor Standards of Service and Expectations), Exhibit C (HIPPA Business Associate Agreement) and Exhibit D (Insurance Checklist) (collectively, "Contract Documents").

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

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

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), on an as-needed basis. The primary purpose of the Work is to provide of the following specialized sport and/or recreational camps, on an as-needed basis, and based on the selection process established herein, to youths from ages 5 through 18 at the County’s indoor and outdoor facilities during the Arlington Public School breaks including summer, winter, and spring breaks, managed under the direction of the Arlington County Department of Parks and Recreation (DPR), that provide enhanced recreational, social, and educational experiences meeting the needs of the Arlington community, and which are designed to build specific developmental assets of the camp participants:

Learn Now Music Camps advertised in the Arlington County Camp Catalog, which can be found on-line at: http://parks.arlingtonva.us/programs/camps/

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.
PROJECT WORK ASSIGNMENTS

The County has selected multiple Awardees to be considered for the provision of services covered under this Contract. The Contractor agrees and understand that entering into this contract, and being placed on the "qualified contractors" list, shall not be a guarantee that Contractor will be assigned a camp, or awarded work, for any given year.

The following are the procedures for issuing camp assignments under this Contract:

A. The County will review previous year's camp offerings. Successful and profitable camps will be placed, to the extent possible, in the same locations and weeks as in the previous year. If such placement is not possible, the camps will be placed in comparable locations or weeks. Camps are considered successful and profitable based on the amount of money paid to Arlington County, number of individuals served, customer satisfaction or dissatisfaction and compliance with DPR policies.

B. The County will review contractors in order of ranking and place them into appropriate facilities taking into consideration the following:
   1) Type of program, ensuring offerings are diverse in subject and locations.
   2) Duplication, ensuring similar camps are not competing with DPR camps or other contractors.
   3) Demand, ensuring there is community demand for the programs offered.
   4) Consistency of program offerings and program structure.
   5) Capacity of the contractor to meet the needs of the available weeks.
   6) Ranking of the contractors in the categories being considered.

C. DPR will notify each selected Contractor of their intent to assign facility space to the Contractor, in November of each year of the Contract. Contractors who are not selected to receive facility space will be kept on the qualified list of Contractors, and may be selected at a later time if/when space becomes available. Contractors who are selected to receive space in November will not be guaranteed space. The DPR Coordinator will work with such Contractors from November to January in an attempt to secure program space. Final facility assignments will be made by January 31 of each contract year, unless time must be extended due to reasons beyond the control of the County.

3. CONTRACT TERM
The term of this Agreement will commence on the date of execution by the County, and the Contractor agrees to be available to provide services to the County, on an
as-needed basis, until SEPTEMBER 1, 2015, subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods.

4. **CONTRACT PRICING**
The camp fees shall remain firm until December 1, 2015 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days prior to the Price Adjustment Date.

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

5. **PAYMENT**
Arlington County must receive camp payments by close of business 21 days after each camp session ends in an amount determined as follows:

1. The agreed upon percentage rate of **Twenty percent (20%)** due to DPR multiplied by the total registration fees charged for camp, including AM and PM extended care fees.

2. In the case of DPR pre-approved fee reductions the total amount of fee reductions will be subtracted from the total due to the county. In the event the total fee reductions given is more than the above total the Contractor will owe $0 to the County.

In addition, the Contractor shall provide to the County along with the camp payment, a numbered roster in excel format for each camp session that lists camper names, registration fees received from each camper and descriptions for any rate paid by a camper that is not the advertised camp fee.

Payments to the County for required Background Checks must be received by the County not later than June 1 of each contract year.

Payments to the County may be made by check or cash. Checks must be made payable to Arlington County Treasurer and sent to:

Stacy Chouinard  
3700 South Four Mile Run Drive  
Arlington, VA 22206

Interest shall accrue at the rate of one percent (1%) per month on any payments received after their due date.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County Department of Parks and Recreation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. 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 work or that the Contractor's services have 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 Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed 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 Contract 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 pursuant to the amendment.

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

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

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

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

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

12. BACKGROUND CHECK
Throughout the Contract Term all camp staff, paid or unpaid, age 18 and older must successfully complete a yearly background screening check by June first. Camp staff hired after June first of each year must successfully complete a background screening check prior to working at a camp. All costs associated with the background checks are the responsibility of the Contractor. The background check must be conducted by Arlington County Department of Parks and Recreation, for a $10 fee per background check. Failure to abide with this requirement could result in cancellation of camp programs. The background check will address the four (4) specific topics stated herein below.

1. Address Trace.
2. State or County Criminal Record Check.
4. Sex Offender Registry Search.

The County requires that the Contractor not employ as a staff member at any
program serving youth under the age of 18 any person who has been convicted of one or more of the following offenses:

- All sex offenses, regardless of the amount of time since offense. (examples: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure ct.)
- All felony violence offenses, regardless of the amount of time since offense (examples: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, etc.)
- All felony offenses other than violence or sex within the past 10 years (examples: drug offenses, theft, embezzlement, fraud, child endangerment, etc.)
- All misdemeanor violence offenses within the past 7 years (examples: simple assault, battery, domestic violence, hit & run, etc.)
- All misdemeanor drug or alcohol offenses within the past 5 years or multiple offenses within the past 10 years (examples: driving under the influence, simple drug possession, drunk & disorderly, public intoxication, possession of drug paraphernalia, etc.)

The Contractor agrees to immediately remove any employee the County determines to be unacceptable. Failure to adhere to the County’s background screening process shall be grounds for immediate contract termination. In the event the Contractor has employees whose primary residence is not in the United States the Contractor must provide to the county, at cost to the Contractor, an equivalent background check performed in the country of the employee’s residence.

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

14. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals
with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

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

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

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

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

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

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

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

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

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

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

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

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.
Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

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

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

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

20. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, 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, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
21. **INTELLECTUAL PROPERTY INDENMTIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

22. **COPYRIGHT**

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

23. **OWNERSHIP AND RETURN OF RECORDS**

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

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

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

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

24. **CONFIDENTIAL INFORMATION**
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

25. **ETHICS IN PUBLIC CONTRACTING**
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
26. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

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

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

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

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

30. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.
31. **REPORT STANDARDS**
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer 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 these requirements shall be borne by the Contractor.

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

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued birdings 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.

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

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

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

35. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

36. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for
alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

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

39. **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.

40. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

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

42. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

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

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

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

46. NOTICES
Unless otherwise provided herein, all notices and other communications required by 
this Contract shall be deemed to have been given when made in writing and either 
(a) delivered in person, (b) delivered to an agent, such as an overnight or similar 
delivery service, or (c) deposited in the United States mail, postage prepaid, 
certified or registered, addressed as follows:

TO THE CONTRACTOR:

Learn Now Music
ATTN: Shely Suarez
3050 Dyer Blvd, Suite 552
Kissimmee, FL 34741

TO THE COUNTY:

Stacy Chouinard, Project Officer
3700 South Four Mile Run Drive
Arlington VA 22206

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

47. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

48. INSURANCE REQUIREMENTS
Refer to the insurance Checklist (Exhibit D) for specific coverages applicable to 
this Contract. The term "Contract," as used in this section, shall mean the fully 
executed Agreement covering the work entered into between the County and the 
Contractor.

1 General
1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.

1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.

1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.

1.4 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.

1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:
"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

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

1.8 The insurance coverage required shall remain in force throughout the Contract Term or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor’s willful or intentional noncompliance with applicable government regulations.

1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured’s estate will not relieve the insurance company of its obligations under this policy."

1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.

1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. 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.

1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.
1.15 For any claims related to this work, The Contractor’s insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor’s insurance. The Contractor shall waive its right of subrogation for all insurance claims.

1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor’s most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders’ with a rating of “A-VII” in the latest edition of the A.M. Best Co.’s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.

1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.

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

2 Contractor’s Insurance:
2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

i. General aggregate limit is to apply per project;

ii Premises/Operations;

iii. Actions of Independent Contractors;

iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;

v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;

vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

3. Commercial General or other Liability Insurance - Claims-made Basis:
3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or

ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

4.0 Sexual Abuse and Molestation Liability Insurance. A $500,000 per occurrence and $1,000,000 aggregate limit shall apply to this Contract.

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

50. HIPAA COMPLIANCE
The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e, the Contractor shall be
designated a Business Associate pursuant and will be required to execute an Arlington County Business Associate Agreement (refer to Exhibit C).

If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington County’s Business Associate Agreement and in a form approved by the County. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Learn Now Music

TAXPAYER ID (EIN) 200211011

AUTHORIZED SIGNATURE: ____________________________

NAME: RICHARD D. WARREN, JR. 

NAME AND TITLE: Purchasing Agent

DATE: 5/3/15

AUTHORIZED SIGNATURE: ____________________________

NAME AND TITLE: Shely Suarez

DATE: 2/9/15

20
AGREEMENT NO. 540-15-43
EXHIBIT A

SCOPE OF SERVICES

Introduction:
The services required to be delivered pursuant to this contract shall be in strict accordance with the Specifications included as part of the Contract Documents and the Contractor Standards of Service Expectations (Exhibit B).

It is expected that the chosen contractors will work with the DPR Camp Coordinator to provide exceptional camp programs for the residents of Arlington County. The contractor is expected to stay in good standing with Arlington County which includes obtaining an average of good/acceptable rating from their site visits and customer satisfaction surveys.

The DPR Camp program is designed to build participants developmental assets, identified below, in a safe, fun and challenging environment. The desired developmental assets are:

- Adult role models: Model positive appropriate and responsible behavior in leadership of young people.
- Safety: Young people feel safe in the County centers and during County programs.
- Constructive use of time and energy: Provide young people opportunity for engaging in music, theater or other arts program; and for sports, club and other leisure and learning activities.
- Planning & Decision-Making: Provide young people opportunities to practice planning and decision-making skills.
- High Expectations: Encourage young people to do well.
- Interpersonal Competence: Provide opportunities for youth to express empathy, sensitivity and to build friendship.
- Cultural Competence: Provide opportunities for youth to interact with persons from diverse cultures, races and ethnic backgrounds to enhance knowledge and comfort with others from diverse backgrounds.

The County supports building these developmental assets in a framework of Promoting Positive Participation. Positive participation is an inclusive leisure experience that encourages and enhances opportunities for youth of varying abilities to participate and interact in life’s activities together with dignity. Inclusion enhances individuals’ potential for full and active participation in leisure activities and experiences.

DPR is committed to the American with Disabilities Act (ADA) which guarantees non-discrimination and equal access for individuals with disabilities in all programs, services, and activities, and will provide reasonable accommodations upon request. All Arlington County DPR contractors are subject to the ADA and must share the commitment.
Events sponsored by the Contractor shall not discriminate against or exclude any individual for participation for reasons of race, color, creed, national origin, sexual orientation, disability or any other characteristic protected by local, state or federal law.

Camp programs being sought should offer prospective participants specialized experiences. Proposed camps from offerors who meet the Mandatory Requirements of the RFP will be evaluated against proposed camps from other approved offerors, based on the following camp categories. Offerors may propose camps in multiple categories. Offerors shall clearly state in their proposal which category the camp(s) they are proposing are designed to meet. As a result of the evaluation process, the County will rank offerors from highest to lowest in each category. For an offeror to be added to the published list, the offeror must execute a contract with the County (refer to Section VII of this RFP), and provide all necessary documentation to certify that they meet contract requirements (i.e. certificate of insurance, and employee data for background check.)

Contracts may be awarded for the following subject matter areas:

<table>
<thead>
<tr>
<th>Specialty Sport</th>
<th>Specialty Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheerleading</td>
<td>Art</td>
</tr>
<tr>
<td>Fencing</td>
<td>Chess</td>
</tr>
<tr>
<td>Field Hockey</td>
<td>Computer</td>
</tr>
<tr>
<td>Fishing</td>
<td>Cooking</td>
</tr>
<tr>
<td>Golf</td>
<td>Design</td>
</tr>
<tr>
<td>Inclusion</td>
<td>Inclusion</td>
</tr>
<tr>
<td>Karate</td>
<td>Magic</td>
</tr>
<tr>
<td>Lacrosse</td>
<td>Puppetry</td>
</tr>
<tr>
<td>Rollerblading</td>
<td>Quilting</td>
</tr>
<tr>
<td>Skateboarding</td>
<td>Science</td>
</tr>
<tr>
<td>Softball</td>
<td>Sewing</td>
</tr>
<tr>
<td>Tennis</td>
<td>OTHER</td>
</tr>
<tr>
<td>Ultimate Frisbee</td>
<td></td>
</tr>
<tr>
<td>Volleyball</td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
</tr>
</tbody>
</table>

Contracts will not be awarded for the following subject matter areas:

<table>
<thead>
<tr>
<th>Specialty Sport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseball</td>
</tr>
<tr>
<td>Basketball</td>
</tr>
<tr>
<td>Flag Football</td>
</tr>
<tr>
<td>Football</td>
</tr>
<tr>
<td>Gymnastics</td>
</tr>
<tr>
<td>Multi-Sport</td>
</tr>
<tr>
<td>Soccer</td>
</tr>
</tbody>
</table>
For all awardees, as ranked by camp categories, the following criteria will be used yearly to place summer camps into facilities:

1. DPR will review previous year’s camp offerings. Successful and profitable camps will be placed, to the extent possible, in the same locations and weeks as in the previous year. If such placement is not possible, the camps will be placed in comparable locations or weeks. Camps are considered successful and profitable based on the amount of money paid to Arlington County, number of individuals served, customer satisfaction or dissatisfaction and compliance with DPR policies.

2. DPR will review contractors in order of ranking and place them into appropriate facilities taking into consideration the following:
   a. Type of program, ensuring offerings are diverse in subject and locations.
   b. Duplication, ensuring similar camps are not competing with DPR camps or other contractors.
   c. Demand, ensuring there is community demand for the programs offered.
   d. Consistency of program offerings and program structure.
   e. Capacity of the contractor to meet the needs of the available weeks.
   f. Ranking of the contractors in the categories being considered.

DPR follows the process below for assigning facility space to camp contractors:

1. The Contractor identifies the desired weeks and facilities necessary to run camp(s) in bid proposal.

2. Early November: DPR identifies potential locations for internal camps.

3. Mid November: DPR meets with APS to ID what school facilities are available for summer.

4. Mid-Late November: DPR Summer Committee identifies specific buildings they will put requests in for internal summer camps.

5. Late November: DPR Camp Coordinator identifies potential locations contracted camp could be placed.

6. Camp Coordinator meets with representatives from various departments to determine which contracted camps should be placed into available facilities.

7. Mid December: DPR Camp Coordinator submits facility requests to DPR Facility Scheduling.

8. Late December/Early January: DPR and APS Approves or Denies request for space.

9. Mid January: All camp facility reservations are finalized.
10. January-August: Any changes that are needed get addressed as they arise. Changes at this point are typically due to but not limited to emergency maintenance or weather. Changes to locations and weeks can be made at any time at DPR’s discretion.

DPR will notify each selected Contractor of their intent to assign facility space to the Contractor, in November of each year of the Contract. Contractors who are not selected to receive facility space will be kept on the qualified list of Contractors, and may be selected at a later time if/when space becomes available. Contractors who are selected to receive space in November will not be guaranteed space. The DPR Coordinator will work with such Contractors from November to January in an attempt to secure program space. Final facility assignments will be made by January 31 of each contract year, unless time must be extended due to reasons beyond the control of the County.

Summer camps will be of one week duration each, from Monday through Friday beginning no sooner than 7:00 a.m. and continuing no later than 6:00 p.m., with the exception of the Independence Day holiday week. DPR reserves the right to adjust the number of days for specific camps/weeks at its sole discretion. For camps that operate more than 4 hours daily, hours of operation will be as follows:

<table>
<thead>
<tr>
<th>AM Extended hours</th>
<th>7:00 - 9:00 am</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core hours</td>
<td>9:00 am - 3:00 pm</td>
</tr>
<tr>
<td>PM Extended hours</td>
<td>3:00 - 6:00 pm</td>
</tr>
</tbody>
</table>

Each camp shall be made up of age groups close enough in age and skills to obtain the maximum benefit from the camp experience. Offeror shall indicate in their proposal the age groups recommended for each camp proposed. Appropriate age or ability groups shall be defined prior to the scheduled camp to insure that each camper gains the maximum positive experience from the camp.

Sports camps for camper ages 3-5 years must have at least 16 campers to run. Sports related camps for campers ages 6 and above must have at least 20 campers to run. Specialty recreation camps do not have a minimum number of campers necessary to run. All camps must comply with the staff to participant ratios outline in the Standards of Service Expectations for Contracted Camps.

Scope of Work:
The Contractor will work with the DPR Camp Coordinator (also referred to herein as “Project Officer”) to complete the following tasks:

<table>
<thead>
<tr>
<th>Task</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edit 1st draft of camp catalog information.</td>
<td>October-November</td>
</tr>
<tr>
<td>Approve final draft of camp catalog information.</td>
<td>November-January</td>
</tr>
<tr>
<td>Register camp participants.</td>
<td>February - August</td>
</tr>
<tr>
<td>Submit payment to County for Background Checks</td>
<td>June 1</td>
</tr>
<tr>
<td>Run scheduled camp(s).</td>
<td>June-August</td>
</tr>
<tr>
<td>Survey camp participants.</td>
<td>June-August</td>
</tr>
<tr>
<td>Submit camp payment and rosters.</td>
<td>July - September</td>
</tr>
</tbody>
</table>
Tasks and Deliverables:

The Contractor shall:

- Produce camp information for the Arlington County Department of Parks and Recreation Summer Camp Catalog.
- Obtain proof of insurance coverage and submit it to the DPR Camp Coordinator by the March prior to the camp season.
- Process any camp cancellations at least two (2) weeks prior to the first day of camp. Contractor is responsible for contacting camp participants in the event the camp is cancelled.
- Keep records of staff information and produce through e-mail or postal mail to DPR Camp Coordinator within four days of request, including:
  - Completed Background Checks
  - CPR/First Aid certification cards
  - Staff birthdates
- Survey all camp participants through an on-line survey provided by the DPR Camp Coordinator within 7 days of the end of camp.
- Produce payment to DPR Camp Coordinator within 21 days of the end of the camp season.
- Submit a camp roster identifying camper payments to the DPR Camp Coordinator within 21 days of the end of the camp season.
- Submit any complaints regarding facility space to the DPR Camp Coordinator within 48 hours of the issue occurring.
- Comply with any investigation done by Arlington County.

Required Performance Outcomes:
The required performance outcome is to offer the prospective participants worthwhile camps at reasonable costs. Offerees must consider the following:

- Will the program being offered enhance recreational, social and educational experiences as they related to leisure needs?
- Will the program provide a financial return for the contractor and the County, if it is offered at a reasonable cost to the participant?
- Is the program currently being offered by the County? Will your program be in duplication or in direct competition with another County program?
- Has the program been requested by the community? Is it a new trend or a program that will be in high demand?

Contractors Responsibilities:

- The Contractor shall perform all registrations and collections of fees, unless otherwise agreed.
- All camps must be operated in full accordance with the "Standards of Service Expectations for Contracted Camps" (Appendix A).
- All camp staff must have appropriate experience and training to qualify them to work with youth. In the case of a specialized camp, as opposed to a general recreation camp, staff should have appropriate experience and training in the specialized area. Staff members who are Group Leaders shall be at least eighteen years of age. Staff members younger than eighteen years of age may not be left alone with camp participants. Staff members are defined as any person paid or unpaid who are scheduled to work for the Contractor at the camp site.
- All contractors must have certified personnel to render adult and child CPR and First Aid at the camp site. Contractors must have copies of these
certifications in their records at least two weeks prior to the respective camp start date. The DPR camp coordinator may request proof of these certifications at any time, and copies of the certifications must be given to the DPR camp coordinator within 4 calendar days of the date of the request.

- The Contractor shall provide all equipment and supplies to include but not limited to athletic equipment, first aid equipment, portable water coolers and drinking cups, video equipment and awards (if appropriate) for all campers.
- For use of the facility, specialized large equipment and limited publicity by the County, the Contractor shall submit to the County twenty percent (20%) of the gross camp fees charged for camper registrations for each week long day camp, within three weeks (21 days) after the completion of the last session of camp. For camps that do not require use of the facilities or specialized large equipment provided by the County, the Contractor shall submit to the County a minimum of ten percent (10%) of the gross camp fees charged for camper registrations for each week long day camp, within three weeks (21 days) after the completion of the last session of camp.
- A list of all program participants, along with the amount charged to each camper each must accompany the payment to the County. Reduced fees charged to program participants must be noted on the registration roster.
- The Contractor must comply with Arlington County's established fee reduction policy. The language "Arlington County is committed to ensuring access to all programs regardless of ability to pay and therefore has a comprehensive fee reduction program for Arlington County residents. For more information and to request a fee reduction please contact the Arlington County Registration office at 703-228-4747" must be included on all camp registration information.
- All reasonable accommodation requests from camp participants with disabilities must be provided by the Contractor's staff if the participant is enrolled in an Contractor’s camp. In the event that the Contractor feels they need assistance with providing the accommodation, they may contact the DPR Therapeutic Recreation Office for support and resources. Camp registration forms must state "Please list any special assistance or accommodations needed."
- Limited storage space may be available. It is the contractor’s responsibility to bring and remove all equipment and/or supplies for each class, necessary for the successful completion of its camp(s).
- The contractor is responsible for cleaning up and placing all trash left by the campers and staff into County-provided trash receptacles. The County will provide additional receptacles, if required.
- The contractor is responsible for repair and replacement of any equipment belonging to the County or the Public Schools which is damaged, destroyed, or broken by any of the campers or staff. The contractor shall assume full replacement responsibility for any lost or stolen items of any County or School property issued to the contractor for use in the camp program or under the care, control or custody of the contractor.

Offeror's Personnel Requirements:
- The offeror shall at all times utilize only experienced individuals with the expertise to provide the services denoted in this RFP document.
- The County reserves the right to request the removal of any of the contractor’s employees and/or agents that, in the sole estimation of the County’s representatives are not suited to handle the responsibilities of the work assigned.
• The Contractor shall be responsible for the honesty, integrity, moral character, and job performance of the staff assigned to this contract.
• The contractor shall provide the appropriate number of individuals to perform all tasks, contained in this RFP, to the complete satisfaction of the County.
• Throughout the Contract term all camp staff, paid or unpaid, age 18 and older must successfully complete a yearly background screening check by June 1 of each year of the contract. Camp staff hired after June 1 of a given year must successfully complete a background screening check prior to working at a camp. The background check will be conducted by the Arlington County Department of Parks and Recreation, for a $10 fee per background check. Failure to abide with this requirement could result in cancellation of camp programs.
• The background check will address the following four (4) specific topics:
  1. Address Trace.
  2. State or County Criminal Record Check.
  4. Sex Offender Registry Search.
• The County requires that the Contractor not employ as a staff member at any program serving youth under the age of 18 any person who has been convicted of one or more of the following offenses:
  • All sex offenses, regardless of the amount of time since offense. (examples: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure ct.)
  • All felony violence offenses, regardless of the amount of time since offense (examples: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, ect.)
  • All felony offenses other than violence or sex within the past 10 years (examples: drug offenses, theft, embezzlement, fraud, child endangerment, ect.)
  • All misdemeanor violence offenses within the past 7 years (examples: simple assault, battery, domestic violence, hit & run, etc.)
  • All misdemeanor drug or alcohol offenses within the past 5 years or multiple offenses within the past 10 years (examples: driving under the influence, simple drug possession, drunk & disorderly, public intoxication, possession of drug paraphernalia, etc.)
• The Contractor agrees to immediately remove any employee the County determines to be unacceptable.
• Failure to adhere to the County’s background screening check process shall be grounds for contract termination.
• In the event the Contractor has employees whose primary residence is not in the United States the Contractor must provide to the County, at the Contractor’s sole cost, an equivalent background check performed in the country of the employee’s residence.

Background Check Process:
• Arlington County will provide the Contractor with a Background Check Application through e-mail.
• Each employee who is required to have a background check must complete the form and provide a copy of the front and back of an unexpired government-issued photo ID
• The Contractor will return through e-mail, U.S. mail, or in person to the DPR Camp Coordinator, the completed applications, copies of the front and back of a government-issued photo ID for each application and payment.
• Background checks will not be run until full payment is received by Arlington County.
• In the event the Contractor does not provide full payment and all information required for background checks by June 1 of the then current contract year, the Contractor’s scheduled camp(s) will be canceled.

Contractor’s Requirements for Reports:
• The contractor shall generate a Sign-In sheet for all participants to sign at the beginning of each camp. The sign-in sheet shall be devised in a spreadsheet manner and shall contain at a minimum the date of the camp, the name of the camp, the Contractors name, phone number and e-mail address. It shall also contain all participants’ names.
• All camp programs shall be evaluated by program participants and/or parent/guardians of program participants. Not later than the seventh (7th) calendar day after the last date of each camp session, the Contractor shall e-mail all participants a link provided by the County to the Contractor for an online Parent/Guardian Questionnaire. Contractors will distribute to all program participants and/or parent guardians a program evaluation to be provided by the DPR Camp Coordinator. Online distribution is the preferred method, but hard copies may be distributed to those individuals who do not have internet access. All completed hard copies of program evaluations received shall be submitted with payment to the County.
• The DPR Camp Coordinator or a designee will audit camps at any time to evaluate the Contractor’s compliance with Contractors Standards of Service Expectations and may provide recommendations for improvement.
• The DPR Camp Coordinator may request proof of any staff member’s date of birth at any time, and proof of birth must be given to the DPR Camp Coordinator within 4 calendar days of the date of the request."
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Arlington County & DPR Overview

Arlington County Vision
Arlington will be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important.

Arlington County Mission
Building community through quality services

DPR Vision
Arlington will be the happiest, healthiest place to live, learn, work and play

DPR Mission
The Department of Parks and Recreation promotes dynamic programs and attractive public spaces that:
- Cultivate wellness and vitality throughout the community
- Offer healthy and fun recreation, sport and leisure choices
- Develop and protect natural and cultural resources
- Provide opportunities for creative expression and intellectual growth

DPR Values and Guiding Principles
High Quality Service ♦ Commitment to Employees ♦ Diversity
Empowerment ♦ Teamwork ♦ Leadership

High Quality Service
The most important objective for each of us is to provide the highest quality of service to the citizens of Arlington and to the County Government organization. High Quality Service is based on
- Delivering consistently dependable and competent service.
- Doing the right thing by doing things right with the highest ethical standards possible.
- Recognizing that how we do things can be as important as what we do.
- Acknowledging that attitudes and behavior are important elements in High Quality Service.
- Creative, responsible risk-taking in the pursuit of improved customer service is applauded and encouraged.
Summer Programs Overview

DPR summer programs are designed to build participants' developmental assets* in a safe, fun, challenging and enriching environment. Staff DO IT by Promoting Positive Participation through good program planning; positive program leadership; and provision of these external assets: Adult Role Models (staff model positive and responsible behavior) and High Expectations (staff encourage young people to do well).

<table>
<thead>
<tr>
<th>Goals for Participants</th>
<th>WHAT WE STRIVE TO DO</th>
<th>WHAT IT LOOKS LIKE IN ACTION</th>
<th>LONG TERM OUTCOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>To increase awareness of recreation and leisure opportunities</td>
<td>Objective: Campers will...</td>
<td>Indicators: Campers will...</td>
<td>Internal Assets that we aim to develop in youth:</td>
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<td></td>
<td></td>
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<td>Interpersonal Competence: empathy, sensitivity, and friendship skills</td>
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<td>• demonstrate awareness of recreational interests</td>
<td>• verbally identify 2 activities they enjoy</td>
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<td></td>
<td>• learn a new recreational activity</td>
<td>• choose to participate in familiar and new activities</td>
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<td></td>
<td>• cooperate with staff and peers</td>
<td>• verbally identify new activities introduced at camp</td>
<td></td>
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<tr>
<td></td>
<td>• actively participate in camp activities</td>
<td>• demonstrate skills and techniques needed for activity</td>
<td></td>
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<td></td>
<td>• interact positively with staff and peers</td>
<td>• understand the game</td>
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<tr>
<td></td>
<td>• manage and express their emotions and ideas appropriately</td>
<td>• listen to others by maintaining eye contact</td>
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<tr>
<td></td>
<td>• develop new friendships</td>
<td>• wait their turn to speak</td>
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</tbody>
</table>

* Research by Search Institute has identified 40 "developmental assets" that are building blocks proven to help young people grow up healthy, caring, and responsible.
Program Implementation Expectations & Standards

Reasonable Accommodations
Contractors are required to make reasonable accommodations to all participants. You may contact the Therapeutic Recreation Office for resources at 703.228.4740.

Supervised access to rest room facilities and water shall be made available at all times during the camp program

Camp Advertisements
All marketing materials will be positive in nature, should only discuss your organization’s program and be presented in a manner that reflects well on the Contractors program and Arlington County. The Contractor shall work collaboratively with DPR to market and publicize the program. All Contractor printed and online material, including brochures, program descriptions and registration forms should be approved by the DPR Camp Coordinator prior to distribution or online display to ensure accuracy; a minimum of 14 days in advance of publication or distribution. All Contractor materials should have County logo and a statement stating “in cooperation with Arlington County Parks and Recreation.”

Camp Registration Forms
The Contractor must include an accommodation statement on all registration forms. If a registrant answers in the affirmative, the contractor should inform the DPR Therapeutic Recreation Office of said request no later than one week prior to the start of camp.

The Arlington County Hold Harmless agreement must be on the contractors registration form to be signed by each parent/guardian as follows: “As consideration for the right to participate in the [CAMP NAME] and/or other activities and services provided by the Arlington County Department of Parks and Recreation, its agents and employees, I, on behalf of myself, my executors, administrators, heirs, next of kin, and successors, hereby covenant to hold harmless and indemnify the County and all of its officers, departments, agencies, agent and employees from any and all claims, losses, damages, injuries, fines, penalties and costs (including court costs and attorney’s fees), charges, liabilities, or exposures, however caused, resulting from, arising out of, or in any connection to my or any minor family members participation in the above described program. I have read and understand this IDEMNIFICATION AND HOLD HARMLESS AGREEMENT and by my signature agree to its terms.”

Items to be Posted at All Program Locations:
- Welcome signs and camp name
- Directional signs leading to camp location (if applicable)
- Emergency phone number 911, police non-emergency number, 703-558-2222 and the poison control number 1-800-222-1222.
- If ever off-site, post field trip location, departure and return times
- Hand sanitizer or wipes if clean running water is not available.

**Items to be Available at All Camp Welcome Tables:**
- Sign-in/sign-out sheets

**Items to be at All Camp Locations in Program Records:**
- Emergency preparedness plan (County will provide)
- Report of an Incident or Hazardous Situation Forms (County will provide)

**Participant Arrival & Departure Policy**
- The County does not provide crossing guards for children who are attending programs. Parents and guardians should be encouraged to escort their children to the program location, choose a safe route and supervise their children as they cross streets.
- Upon arrival to and departure from the program, for any participant aged 11 or younger, the accompanying adult **must sign the child in and out** on the daily attendance sheet. Participants aged 12 and older may sign themselves in and out each day.
- Staff will greet each child and guardian when s/he arrives.
- Children should not be dropped off prior to the start of the program, or picked up late. Facility staff are not responsible for supervision of camp participants.
- **If the program leaves on a field trip before the child’s arrival,** the parent/guardian is responsible for transporting the child to the field trip location, if desired. Once the parent/guardian has arrived with the child s/he should locate the staff to notify them of the child’s arrival. Children may not be left at the program location because there will be no staff members left on-site to supervise latecomers.
- Staff members will release a child only to those authorized individuals who are listed on their registration forms.
- Staff will check identification of adults who pick up participants unless the adult is already known to the staff.
- Staff will not honor verbal instructions given to them by an unauthorized individual who may arrive to pick up a child. The verbal instructions must be given by someone who IS authorized.
- In the case of an emergency, parent/guardian should call the camp location and give verbal instructions directly to the camp director or assistant director.
- If no one picks up the child and staff cannot contact a parent or guardian, staff may have to call Child Protective Services at 703-228-1500.

**Children Walking Home From A Program**
- Please note that the Department of Human Service’s guidelines state that youth 8 years and younger should not be left alone for any period of time.
- Parent/Guardians who allow an older child to walk to or from the program must notify
the staff in writing and indicate the exact dates the child will be walking.

**Storage of Participants’ Personal Belongings**
The following information needs to be provided to parent/guardians:

- Storage is at a minimum at all program locations and secure storage for personal items is not available.
- Children should not bring money or personal belongings to the program location and bring only those items requested for special activities and trips.

**Food Policy**
- Camp participants in programs that are more than four hours shall be given a supervised lunch break. Parents/guardians should be informed to send a lunch. Children’s lunches must be labeled with the child’s name and date.
- No refrigeration or microwaves are available for participants.
- Children enrolled in extended hours should also bring a snack each day and be given a supervised snack break.
- Programs that begin at 7am or 8am will have a morning snack time.
- Programs that continue after 3pm will schedule an afternoon snack time.
- Children who are enrolled in half day camps for ages 3-6 must bring a snack to the program each day.
- Programs may keep some snacks on site to provide for children that forgot their lunch or snack. Suggestions for food items to have on site are: pretzels, graham crackers and unfrosted animal cookies.
- Staff should be fully aware of food allergies of participants.
- Unused portions of opened food shall be discarded by the end of the day or returned home with the participant.
- Staff, volunteers and participants must wash their hands with soap and water prior to and after meals and/or snacks. Hand sanitizer or wipes may be used if clean running water is not available.
- Staff need to pay attention to children and have them re-wash their hands if they put their fingers in their mouths or touch unclean surfaces.
- Make sure all utensils and surfaces are washed thoroughly before they are used.
- Tables (including picnic tables) must be sterilized prior to eating.
- A cleaning fluid or rolled paper may be used to cover and sanitize surfaces.
- Children may not eat on the floor unless a clean mat is provided.
- Children will not be allowed to eat or drink while WALKING around.
- Portable water coolers must be made of washable material, kept clean, and kept securely closed. Coolers should be the type that dispenses water through a tap or faucet (as opposed to dipping inside it with a cup).
• Staff will provide supervised access to the restrooms and water will be made available to campers at all times. Volunteers are not able to escort campers to the restroom without staff being present.

**Active Games & Sports**
When playing active games and sports, be sure to consider the following factors:
• All participants and staff should be wearing closed toed shoes with all shoelaces tied prior to engaging in an active games or sports.
• Area to be used is appropriate and large enough to accommodate participants.
• Area is free of physical hazards.
• Safe weather conditions.
• Activities are age, size and skill level appropriate for the group.
• Adequate supervision must be provided at all times. *Adequate supervision* can mean the number of leaders present as well as their individual skill competence.
• When giving instructions include safety and hazard guidelines.
• A COOL-DOWN period should be included after high-energy activities.
• Children who use a wheelchair shall be provided a cushioned vinyl floor mat for use when activities require children to be out of their wheelchair.

**For Sports Camps**
The program shall provide for extensive exposure to fundamental skill development of the specific sport. There shall be a varied program of drills, lead-up games and individualized attention to maintain interest and facilitate maximum development.

Strategies of the sport, basic playing rules, equipment and playing conditions inherent to the activity shall be incorporated into the instructional curriculum and treated as an integral component of the camp.

Multiple and varied competitive opportunities shall be available for all campers in a manner most appropriate for the skill and developmental level of the individual camper.

Campers shall be instructed on the importance of utilizing proper equipment. The Contractor shall not endorse any one product or brand over another.

**Health and safety when working with children**
It is important to have good hygiene practices in your program so that the staff and children will remain healthy. Injuries, accidents, and spills are to be expected. At all times, treat any bodily fluids as if they are infectious material. Use universal precautions and infection control techniques in ALL situations that may present hazard of infection. This includes hand washing, using gloves or other appropriate barriers, cleaning spills, and disposing of infectious waste appropriately.

**Hand washing**
The best protection against infection is HAND WASHING. All camp staff should emphasize and encourage appropriate hand washing by program participants and practice it themselves.
• Use warm water and soap, preferably liquid.
• Rub your hands together including back of hands, wrists, between fingers and under nails for at least 10 seconds.
• Rinse well under running water.
• Dry hands with a paper towel.
• Turn off water with paper towel before throwing away the towel.
• If clean running water is not available a hand sanitizer may be used.

**Participant Accident/Incident Procedures**

For Minor Injuries – any injury that staff can treat with ice and/or soap, water and a band-aid.
• Appropriate first aid should be given including cleaning a wound with mild soap and warm water, and covered as appropriate.
• After administering first aid, staff members should notify their supervisor and contact the parent/guardian.
• Log notification of Parents or Guardians.

For Serious Injuries – any injury that requires professional medical attention (may or may not require a trip to the emergency room).
• Attend to immediate first aid issues: breathing, bleeding, consciousness.
• Contact emergency services - Call 911. When in doubt about the severity of an injury, call the emergency services.
• Contact parent/guardians.
• Notify DPR Camp Coordinator of the situation and keep them advised of status.
• If emergency services is contacted
  o Contact the DPR Camp Coordinator and keep them posted on the status of the situation.
• If participant is transported to the hospital
  o A qualified staff person must accompany the injured participant and remain with him/her until parent/guardian arrives.
  o Do not sign any waiver, release or hold harmless form on behalf of the parent.
  o Keep DPR Camp Coordinator updated of the situation.
• Complete a Report of an Incident or Hazardous Situation Form and submit a copy to the DPR Camp Coordinator within 24 hours.

**Lost or Missing Participants**

Staff must be aware of participants' whereabouts at all times and ensure they are engaged in appropriate and safe activities.

*If a child is missing from the program:*
• Closely search all areas of the facility.
• Question the program participants.

*After a thorough search:*
• Contact the Arlington County police non-emergency number: 703-558-2222
• Contact the Contract Liaison immediately and keep him/her informed of the situation.
• Complete a Report of Incident or Hazardous Situation and submit it to the DPR Camp Coordinator within 24 hours.
Movies/Films
The showing of movies during camp is discouraged because DPR promotes engagement in physical recreation and development of social skills. The watching of movies does not strongly support these objectives. Movies are not allowed in a facility that does not hold a license to show movies. *If movies are used as a part of the curriculum,* ideally they will relate to the curriculum or theme of the camp and they must be age appropriate.

Swimming
- All camps must use Swim Bands to identify swimming abilities of the youth. To ensure the safety of program participants, all staff will follow these guidelines:
  - Lifeguards (if available) should administer swim test for participants to identify swim ability.
  - All Non-Swimmers are required to stay in water not above shoulders and *will not* receive a swim test.
  - All participants whose parents have indicated that they are intermediate or advanced swimmers must still pass the swim test as designed by the pool/camp staff.
  - Swimming tests should be administered frequently to include those children who are new to the program or those who would like to be re-tested.
  - If the staff, lifeguards and/or parent's evaluation of swim level are different, then counselors should default to the **LOWEST** recommendation of swimming level.
  - All campers will be required to wear identification bracelets. This bracelet will indicate the child's swimming ability. *Red for non-swimmers; yellow for intermediate and green for advanced.* Based on his or her ability, the camper will be instructed where he or she may swim safely.
  - Camp Staff will supplement pool staff in monitoring the participants in the pool at all times. Staff will be in swimming attire while on the pool deck and should have a short towel. This towel can be used to make reaching assist if needed.
  - At least one Camp Staff person must be IN THE WATER at all times with participants, according to required staff to participant ratios.
  - Comply with swimming pool rules at all times. These rules will be reviewed by staff and campers before each and every swim trip.
  - One Camp Staff must monitor the surrounding area when participants are not in the water.
  - Camp Staff MUST remain in the locker room until all participants have left.
  - Staff will establish and maintain a "BUDDY SYSTEM" whenever participants are at or in the pool area.
Staffing Policies

Staff to Child Ratios
Staff to child ratios must be maintained at all times.
- Staff-to-participant ratios are never inclusive of volunteers.
- Staff-to-child ratios for youth under the age of 17:
  - 3 year old: 1:8 Max size 10
  - 4-5 year olds: 1:10
  - 6-14 yr. olds: 1:15
  - Individuals with disabilities -- Ratio ranges from 1:2-1:8 depending on ability and functioning level.

The size of any one group of youth should not exceed what is specified above for each particular age, and there should be one staff for each group with adequate staff or volunteer assistance to meet the applicable staff to participant ratio.

Where youth of different ages are placed in groups, the ratio should be adjusted with the welfare of the youngest youth in mind.

A Program Director or Assistant Director must be on site at all times.

Staff Qualifications and Training
The Program Director shall be at least 21 years of age and have experience in the development, organization and direction of a youth recreation program and shall be of sufficient maturity and stability in the opinion of the County to properly supervise the program.

Dress Code
All Staff must be clearly identifiable by the public at all times as staff members through the use of staff uniforms and/or name badges.

Staff Lunch and Breaks
Staff must remain with the program participants throughout the scheduled program day.
- Camps are not formatted to provide for separate lunch breaks from the participants. If mealtime occurs during camp hours, staff must remain with program participants during their mealtimes, providing assistance if necessary.
- Keep in mind that you are a role model, both with your table manners and the meals that you eat!
- Staff is requested to not order carry-out or have food delivered during the program -- it can be a distraction to the program and participants.

Personal Belongings
- Most program sites do not have a secure place to store personal belongings.
- Arlington County cannot be responsible for lost or stolen items.
- Keep all valuable personal items locked in the trunk of a car or left at home.
- At no time while on duty should staff be using a cell phone for talking or texting or wearing headphones (for iPods, MP3 players, etc.) and listening to music.

**Smoking**
- Arlington County facilities are SMOKE FREE.
- At no time are staff members or volunteers permitted to smoke in facility workspaces, restrooms, or other public areas.
- Do not smoke in front of program participants or while participants are at the program site.

**Drugs and Alcohol**
- The County has a zero tolerance policy for alcohol or drugs in the workplace.

**Sexual Harassment**
Every person whether he or she is an employee or a program participant is protected by law against sexual harassment and has a right to feel safe in the workplace.

Sexual harassment is a violation of federal and state laws and is not tolerated in this County.

Sexual harassment is any behavior of a sexual nature that is unwanted, unwelcome, or creates a hostile work environment. If you are ever in doubt about whether or not your behavior may be considered sexually harassing in nature, just don't do it.

**Suspected Child Abuse**
All DPR Camp Contractors are required to report any suspected abuse or neglect that they may learn about while performing their duties. Please notify the Arlington Department of Human Services at 703-228-1500.

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**Safety Policies**

Policies, regulations and safe practices are designed to ensure all participants and employees will be able to enjoy our programs and facilities with minimal risk of accident or injury.

Staff is responsible for the safety of participants as well as for their own safety. They must comply with and enforce all policies, regulations, and safe practices throughout their programs. Staff will also make every attempt to provide for participant and employee safety in the event of a hazardous or emergency situation.

Safety procedures can be divided into 4 categories

- Prepare – have plans in place for all types of emergency situations: weather events, fires, injuries etc. Practice with staff and participants!
- Prevent – perform inspections to identify and fix dangerous situations, have rules in
place that ensure safety.

- Respond – in the event of an incident, respond accordingly.
- Review – after an event or accident, determine causes and implement preventative measures.

**Inspection of Buildings and Equipment**
Many customers use our facilities every day and, as a result, hazardous situations could happen at any time. Staff must perform inspections on a daily basis.
- Inspect all spaces that are used by participants, indoor and outdoor.
- Review and inspect any equipment that is used by participants.
- Report any hazards or potential hazards to the Facility Manager.
- Correct or remove the hazards if at all possible; if not, ensure that participants will not be exposed to the hazard.

**Playground Safety Plan and Diagram**
A playground safety plan must include a diagram of the playground area and staff location assignments.
- Establish roles for each staff including monitoring participants on the playground.
- Assign staff at strategic points around the playground.
- Review the playground area daily to identify and/or remove potential hazards.
- Establish and reinforce playground guidelines to participants on behaviors and boundaries.
- File the plan and diagram on site at your program.

**Hazardous Materials**
All hazardous materials (including cleaning products) must be stored in secure, locked cabinet or closet, out of reach of children.
- Do not store cleaning products, pesticides or any other hazardous materials above, below or anywhere near food items.
- Check all arts and crafts materials for warning labels. **Only non-toxic materials may be used.**
- Purses containing cosmetics should not be left near children.

**Cleaning Up Spills** – accidents and spills come with the territory. Use these guidelines when cleaning up bodily fluids such as blood, vomit, feces, or urine.
- Initially, seek custodial assistance in cleaning a spill; make sure that these guidelines are followed if custodian is not available.
- Wear disposable gloves.
- If you have absorbent powder, sprinkle over the spill, wait, and then scoop into a disposal bag. If not, clean up the spill with a mop or sponge, using warm, soapy water.
- Rinse the mop or sponge, and bucket.
- Disinfect the area with a 1:10 bleach solution or germicidal foam detergent.
- Following clean-up, all disposable materials must be disposed of with the help of custodial staff, or by using red bio hazard bags where available, OR by double bagging and taking it to the dumpster immediately.
• All non-disposable materials or equipment should be washed down or soaked in disinfectant.
• Remove and dispose of gloves; wash hands thoroughly.

**Suspicious Persons**
• All persons entering the program site should be greeted and confronted as to their business at the site.
• A person whose actions arouse suspicion should be carefully observed, particularly individuals who seem overly friendly with children.
• If no offense has actually occurred, but you feel the incident should be reported, call the Arlington County Non-Emergency Police Number: (703) 558-2222.
• Determine if:
  o Children are related to, or acquainted with the person in question.
  o The individual arrived or is leaving in a car: note the make, model, color and license plate number.
  o Take note of how the individual looks especially sex, race, age, hair color, facial hair, glasses, clothing, tattoos, and any items they are carrying.
  o If an offense has been committed:
    o Call 911
    o Get names of witnesses and document all information gathered.
    o Notify your Supervisor immediately
    o Complete the Report of an Incident or Hazardous Situation Form and submit to the DPR Camp Coordinator.

**Emergency Preparedness Plan**
• Staff is responsible for providing for participant safety in the case of any serious emergency. The plan should address the most likely to occur emergency scenarios including but not limited to natural disaster, chemical spills, intruder, suspicious persons and terrorism specific to the locality.
• Staff preparedness for facilitating emergency procedures is key.
• Review emergency plans and procedures with staff regularly.
• Conduct at least one evacuation or shelter in place drill with the entire camp during the camp season.

**Evacuation & Shelter in Place Drills**
Procedures for both situations
• Sound an alarm such as a bell or whistle that signifies a drill or emergency situation.
• Bring all contact information including local authorities, parent contact information and staff and volunteer emergency contacts to the assembly point.
• Bring medication and any special health care supplies to the assembly point.
• Bring the daily sign in sheet to the assembly point.
• Bring a cell phone to the assembly point.
• Designate a staff person to take roll call at the assembly point to include participants, staff and volunteers.
• Remain at the assembly point until emergency personnel determine that it is safe to leave the assembly point.
• Establish a method of communication to determine the end of the drill.
• Log date of drill in camp records.

Before any Evacuation Drills, staff must:
• Identify primary and secondary means of exiting the building.
• Determine an assembly point at least 100 feet away from the building.

During the Evacuation Drill:
• Instruct all participants to leave the building immediately in a calm, orderly manner using the nearest exit. Staff must remain with the participants at all times.
• Ensure that all persons have left the building.

Sheltering in Place is defined as moving people into the building and isolating them from outside threats or hazards. During the Shelter in Place Drill, in addition to the standard procedures listed above:
• Close all doors and windows.
• Instruct all participants to proceed to the assembly point in a calm, orderly manner. Staff must remain with the participants at all times.

**Bomb or Other Threats**
If you receive a bomb or other threat call 911 and evacuate the building.
• If instructed to evacuate the building, follow Evacuation Procedures as outlined above.
• Do NOT activate the fire alarm.
• Do NOT turn off electrical equipment.
• When speaking with the caller:
  • Remain calm, be courteous, and listen.
  • Avoid interrupting the caller.
  • Note date and time of call.

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**Weather Policies**

**Code Red and Code Purple Air Quality**
The Air Quality forecast is reported daily in the form of a color code that starts at Code Green (good air quality) and increases through Code Yellow (moderate) to Code Orange (approaching unhealthful) to Code Red (unhealthful) and Code Purple (3 code red days in a row).
• On Code Red or Code Purple days:
• Outdoor camps located at parks and morning only camps can remain outdoors until 11am.
• Restrict all outdoor activity at school based camps, effective from 7 am – 7pm.
• Cancel swim trips and field trips to outdoor locations.
• Remain indoors except for drop-off and pick-up of youth arriving and departing and for going to and from a vehicle scheduled for a field trip to an indoor location.

**Rain and Thunder Storms**
In the event of thunder, lightning, heavy rain or severe conditions, programs will cancel outdoor activities and outdoor field trips unless conditions improve.

**Sun Exposure**
Many program activities take place outside, often under the sun. Staff should be aware of the amount of time participants are exposed to the harmful rays of the sun – note that sunburn can occur even on cloudy days.
• Wherever possible, limit exposure by leading activities in shaded areas. As much as possible, avoid direct sun between 10am and 3pm.
• Cover up! Wear protective clothing, hats, long-sleeved shirts and pants and a bandana for your neck.

**Sunscreen and Insect Repellant Use**
• Sunscreen and insect repellants are considered medication – see "Medication Policies" below for proper procedures.
• Children ages 9 and older may administer their own sunscreen with staff supervision. Parents must send sunscreen in the original container labeled with the child’s name.
• Children 8 years of age and younger must never apply sunscreen or insect repellent on themselves only Directors and Assistant Directors can apply sun screen. Please encourage Parents to apply sunscreen prior to the start of camp.

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**Medication Policies**

• Encourage parents to avoid bringing medications to programs by arranging the time of the dosage so that the child receives the medication at home. Parents can speak to their child’s doctor regarding time release medications or dosages that can minimize the need to give medication during the program.
• Camp staff who has taken Medication Administration Training may administer prescription and non-prescription medication to children. All other program directors and assistant directors can administer sunscreen, insect repellent and emergency medications as needed.
• Written permission from parents is required on the Authorization for Medication Form before staff can administer any medication to children. This authorization is valid for 10 working days. After 10 working days a new written authorization from the parent or guardian must be submitted to the program director.
• A physician’s signature is required on the Authorization for Medication Form for long term medication administration needed for longer than 10 days and for any “as needed” emergency medication such as inhalers, Benadryl, Epi pens, etc.
- Staff must wash their hands before and after administering medication for each participant, including sunscreen or insect repellent, and wear gloves when necessary.
- Care will be given to remove the medication, including sunscreen or insect repellant, from the tube or bottle without touching the dispenser.
- An adequate amount will be drawn from the bottle or tube for the application. If an additional amount is needed the staff must re-wash their hands before touching the dispenser.
- Medication will be kept in a locked container that is inaccessible to children.
- Empty bottles and containers will be discarded in a garbage container that is not accessible to children.
- Any medication which is contaminated will be discarded in a garbage container that is not accessible to children and the parent will be notified.

Field Trips

Field trips that require transportation are prohibited by contracted camps. The following is for off-site trips that do not require transportation.

Bring the following items on trips
- Registration information which includes emergency contacts, allergies and medical conditions.
- Emergency information for staff and volunteers.
- Directions address and phone number for destination.
- Emergency phone numbers, including DPR Camp Coordinators information.
- Coolers with ice water and cups (on hot days)
- A fanny pack with basic first aid supplies
- Charged cell phone
- Medications (if required for a participant).

Supervision on trips
- Staff must be aware of participant whereabouts at all times and ensure they are engaged in appropriate activities.
- A "buddy System" will be established and followed whenever the group has participant ages 17 and younger.
- Participants elementary age and under must be given program tags to wear. Do not put the child's name on the tag. Program tags will include: program name, program cell phone and/or supervisor land line.
- Roll call using a written check list must be taken when leaving, arriving, frequently throughout trip, before and after every transition.
- Take roll call and visual head count prior to leaving or arriving.
- Ensure a VISUAL identification of each participant. (Instead of just hearing someone say "Here" or "Present").
- If more than one vehicle is being used, staff from both vehicles must ensure all
participants; staff and volunteers are accounted for before either vehicle gets underway.

- When conducting roll call use full first and last names.
- When conducting roll call make a visual recognition of participant.

Children missing on field trips:
- Staff should contact the facility authorities and follow the steps for “Lost or Missing Participants” listed above.
- If, after a thorough search, you cannot find the child then the rest of the participants should be transported back to the program.
- A staff person must remain at the trip location to continue the search and wait for police and further instructions from the Liaison.
- Continue to keep the Contract Liaison informed of the situation.

Facilities and Equipment

The Contractor is responsible for cleaning up and placement into County-provided trash receptacles all trash left by the campers and staff. The County will provide additional receptacles and empty the trash receptacles, if required.

The Contractor shall be responsible for repair or replacement of any equipment belonging to the County or the Public Schools which is damaged, destroyed, or broken by any of the campers or staff. The Contractor shall assume full replacement responsibility for any lost or stolen items of any County or School property issued to the Contractor for use in the camp program or under the care, control or custody of the Contractor.

The contractor is responsible for any additional fees incurred by the County for Contractor events, including but not limited to custodial overtime, police attendance, additional field monitors/supervisors, port-a-johns, and additional field markings. The Contractor is not responsible for any additional fees it has not agreed to pay in advance of any event.

Evaluation

To remain in good standing a contractor must receive overall positive program evaluations. The contractor shall promptly inform the County of any complaints received about the County’s activities.

The DPR Camp Coordinator or a designee with audit camps at any time and may provide recommendations for improvement.

All camp programs shall be evaluated by program participants and/or parent/guardians of program participants. Not later than the seventh (7th) calendar day after the last date of each camp session, the Contractor shall e-mail all participants a link provided by the County to the Contractor for an online Parent/Guardian Questionnaire. Contractors will
distribute to all program participants and/or parent guardians a program evaluation to be provided by the DPR Camp Coordinator. Online distribution is the preferred method, but hard copies may be distributed to those individuals who do not have internet access. All completed hard copies of program evaluations received shall be submitted with payment to the County.

The requirement above does not preclude the contractor from also doing their own individualized program evaluations.

After the completion of each camp, the Contractor shall complete an evaluation form provided by the DPR Camp Coordinator. Recommendations for future programs shall be included in this evaluation.
AGREEMENT NO. 540-15-43
EXHIBIT C

HIPAA 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 Learn Now Music (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 Learn Now Music.

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 ("HITEC"), 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 in 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 interpretative 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:

For Business Associate

Name of Contact
Address
City, State, ZIP
Phone
Fax

For Covered Entity (3)

(1) 2100 Clarendon Blvd. Suite ___
     Arlington, VA 22201
     Phone: 703/228-_____
     Fax: 703/228-_____

(2) Marcy Foster
    County Privacy Officer
    2100 Clarendon Blvd. Suite 511
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:

for the Covered Entity
Arlington County Privacy Officer

[Signature]
County Department Privacy Representative
Date 5/7/15

for the Business Associate Authorized Representative
(print name) Shelly Suarez
Date 2/9/15
The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 CLARENDON BLVD STE 500
ARLINGTON VA 22201
# Certificate of Liability Insurance

**Issuer:** Sentinel Ins Co LTD
**Certificate Number:** 11000

## Coverage

**Type of Insurance:** General Liability

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<tr>
<th>insurer</th>
<th>policy type</th>
<th>policy number</th>
<th>policy exp (MM/DD/YYYY)</th>
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<td>08/28/2014 08/28/2015</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (EX) OCCURRENCE $1,000,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
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<td>GENERAL AGGREGATE $4,000,000</td>
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<td>PRODUCTS - COND/PROP AGG $4,000,000</td>
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</tbody>
</table>

**Automobile Liability:**
- Combined Single Limit (Ex excludes others): $5
- Bodily Injury (Per person): $5
- Bodily Injury (Per accident): $5
- Property Damage (Per accident): $5

**Umbrella Liability:**
- Each Occurrence: $5
- Aggregate: $5

**Excess Liability:**
- Each Occurrence: $5
- Aggregate: $5

**Workers' Compensation and Employers' Liability:**
- Each Accident: $5
- Each Disease: $5
- Each Employee: $5
- Each Disease: Policy Limit: $5

**Description of Operations/Locations/Vehicles:**
Those usual to the Insured's Operations. The County Board of Arlington County VA and its Officers, Employees, and Agents are Additional Insureds per the Business Liability Coverage Form SS0008 attached to this policy.

## Certificate Holder

**The County Board of Arlington County, VA** c/o The Purchasing Agent
2100 CLARENDON BLVD STE 500
ARLINGTON, VA 22201

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

[Signature]

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