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COMMONWEALTH of VIRGINIA

*Department of Behavioral Health and
Developmental Services*

Virginia Center for Behavioral Rehabilitation

PO BOX 548
4901 E. PATRICK HENRY HWY
BURKEVILLE, VIRGINIA 23922

Issue Date: August 31, 2026 IFB# 127515

Title: American Sign Language Interpreter Services

Commodity Code: 96146

Using Agency And/Or Location: Commonwealth of Virginia

Where Work Will Be Performed: Virginia Center for Behavioral Rehabilitation (VCBR)
4901 E. Patrick Henry Hwy
Burkeville, Virginia 23922

Period Of Contract: July 1, 2026 through June 30, 2027 *Renewable.

Sealed Bids Will Be Received Until 3:00 P.M. on September 21, 2026 for furnishing the services described herein and then opened in public.

Submit Comments	Interested parties may submit written comments or questions on any aspect of this IFB up to September 8, 2026 at 3:00 PM (local time). Please submit your comments and questions to Lorrie Shaffer by email: lorrie.shaffer@dbhds.virginia.gov These questions/answers will be as an Addendum to the solicitation on VBO no later than on September 9, 2026 at 3:00 P.M. (local time)
Questions	

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: 5001 Patrick Henry Highway, Burkeville, VA 23922 Building 29

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

LICENSED #:		SPECIALTY:	
Name and Address of Firm:		Date:	
		Signature:	
		Printed Name:	
		Title:	
		Phone:	Fax:
FEI/FIN Number ¹ :		E-Mail:	
State Corporation Commission (SCC) Number ² :			
Are You A Registered eVA Procurement Vendor? ☐ Yes ☐ No Date Completed:			
Are You A Certified Small, Woman, or Minority Vendor? ☐ Yes ☐ No Certification No.:			
Do you accept Credit Cards (i.e. VISA) as a form of payment? ☐ Yes ☐ No			

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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I. PURPOSE

The Virginia Center for Behavioral Rehabilitation (VCBR) requires reliable American Sign Language (ASL) interpretation and communication access services to support residents, staff, and visitors. These services are essential for ensuring compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and Commonwealth of Virginia accessibility standards.

VCBR is a secure behavioral treatment facility, and communication access must be available across clinical, medical, legal, educational, and administrative environments.

II. BACKGROUND

VCBR is a treatment facility for sexually violent predators in central Virginia. Our facility provides treatment to rehabilitate these individuals before being released back into the community. Our facility ensures a safe environment which is occupied with 24 hour staff to assist with the treatment of these residents.

- a. The regular business hours are between 8:00a.m. and 5:00p.m.
- b. VCBR is located at 4901 East Patrick Henry Highway, Burkeville, VA 23922

III. SCOPE OF WORK

VCBR has residents and who are Deaf, Hard of Hearing, Deaf-Blind, or otherwise require communication accommodations. To ensure equitable access to treatment, programming, and facility operations, VCBR seeks to contract with multiple offerors to provide accommodations to residents on a scheduled as well as an on-call basis that shall include evenings, weekends, holidays and emergencies.

VCBR also has an occasional need to provide services to employees with ASL interpreting services outside of the required resident services.

- a. Contractor shall provide services on a fixed schedule with daily hours varying from 5 ½ – 8 ½ per day.
- b. The Contractor must be available on-call after normal hours as needed.
- c. Contractor shall provide accurate sign language interpreting between staff and subject residents, some of which will be confidential in nature.
- d. Services shall be required in multiple settings that shall include:
 - i. Group therapy sessions
 - 1. Core groups are 1.5 hours M-Th (2 interpreters needed per core)
 - 2. Module groups are 1 hour M-Th (1 interpreter needed per module)
 - ii. Medical evaluations
 - iii. Mental health services
 - iv. Routine conferencing
 - 1. Treatment team meetings prn
 - 2. Quarterly staffing meetings
 - v. Group meetings
 - 1. Community Meetings on 2 units are approximately 30 minutes to 1 hour per week
- e. Contractor shall have a minimum of two years of verifiable experience interpreting in a secure environment.
- f. Contractor shall have a working knowledge of the operations and characteristics of the secure treatment facility as a work environment.
- g. Contractor shall agree to adhere to the scheduling requirements and operational constraints of the contracting facility.
- h. Contractor shall have interpreting experience in courtroom or other due process environment as well as mental health environments.

- i. Contractor shall have familiarity with sexual offender treatment, vocabulary and other mental health treatment terms.
- j. Contractor shall be able to pass Department of Behavioral Health and Development Services (DBHDS) background check.
- k. Certifications: Interpreter shall have a minimum of two of the following certifications: CT, CI, CSC, NAD IV, NAD V and/or NIC/Master. Interpreter certification documentation shall be submitted with bid.
- l. All interpreters shall comply with the Code of Professional Conduct upheld by the National Association of the Deaf and the Registry of Interpreters for the Deaf, Inc. The Code may be reviewed on the web at: <https://rid.org/programs/ethics/code-of-professional-conduct/>
- m. Timeliness: All interpreters should arrive early or on time for all scheduled times.
- n. Contractor shall respond on site to after hours or emergency requests within two (2) hours of the initial request.
- o. Contractor shall be in full compliance with DBHDS Departmental Instruction #201 (RTS) 03 dated 1/18/18 as revised, Reporting and Investigating Abuse and Neglect of Individuals Receiving Services in Department Facilities Contractor shall comply with all applicable privacy and security laws, as well as any other terms and conditions that the Virginia Center for Behavioral Rehabilitation might impose as they relate to the Agency's responsibilities under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to, or provided with Contracting Agency client data considered to be Protected Health Information. The Contractor shall be expected, if applicable and if requested by the Contracting Agency to execute a HIPAA Business Associate Contract/Agreement.
- p. Personnel Requirements:
 - i. The Contractor shall provide all the necessary current licensed and certified personnel to deliver on-site interpreter services as directed by the agency.
 - ii. Employees of the Contractor shall remain licensed and/or certified throughout the term of the contract.
 - iii. The Contractor shall provide proof to the Agency that each Contractor personnel performing services under this Contract has current, up-to-date immunizations and infection control screenings, to include, but not limited to an annual tuberculosis screening and medical examination, by at least three (3) business days before he or she begins provision of services under this Contract.
 - iv. All personnel required to provide services under this Contract shall perform continuously for the duration of the Contract, and for so long as performance is satisfactory to the Agency. If performance of any personnel is not satisfactory, the Agency will give written notice of performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the Agency. If performance issues persist, the Agency will request the immediate removal of the person(s) whose performance is at issue and the Contractor will send another person(s) after prior approval of Agency.
 - v. Except as provided above, the Contractor may not substitute personnel, other than by reason of an individual's death, sudden illness, planned leave, or termination of employment. To replace any personnel, the Contractor shall submit the resumes of the proposed substitute personnel to the Agency for approval at least

- two (2) weeks prior to the effective date of substitution. To ensure continuity of services by the appropriate licensed/certified personnel, all proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Agency prior to working on the Contract.
- vi. All Contractor employees coming on-site will be required to attend a general orientation of Agency's policies and procedures before they will be permitted to see any patients; and complete annual reviews of the same for the duration of the contract.
 - vii. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on the Agency premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
 - viii. At all times, the Contractor's personnel shall cooperate with the Agency requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.
- q. Criminal Background Check:
- i. The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Virginia State Police and/or FBI background check and shall provide the Agency with completed checks on all employees prior to employee coming on-grounds to perform the service and any new employees prior to assignment at Agency.
 - ii. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Agency.
- r. Information Technology:
- i. The Contractor shall not connect any of its own equipment to the Agency's LAN/WAN without prior written approval by the Agency.
- s. Duties and Obligations of the Agency:
- i. The Agency shall provide, upon request, written policies and procedures for patient care. The Agency shall comply in all material respects with applicable federal, state and local laws and regulations governing the provision of services and to the operation of the Agency.
 - ii. The Agency shall designate a Contract Manager to facilitate communications between Agency and Contractor. The Contractor Manager will be the point of contact for the Contractor/Provider regarding invoices, complaints, or contractual concerns during the contract term and will evaluate Contractor's services quarterly. The Agency agrees to promptly notify the Contractor if the person acting as the Contract Manager changes.
 - iii. The agency will provide 24 hour notice of the need to cancel service.
- t. Fees and Billing
- i. Billing: By the fifth (5th) business day of each month, Provider will submit invoices to the Agency for those services rendered during the previous calendar month. All invoices shall contain an itemized billing detail for each charge, including, but not limited to, the date Services were provided, for whom such Services were provided.

IV. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

In the course of carrying out contractual services, the Contractor and its employees will be in areas occupied by patients of Agency where they could possibly be subject to patient-related information either directly or indirectly. Any information regarding any patient must be held in strict confidence. By signature on this Agreement and the Business Associate Agreement (Attachment D), the contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, in the performance of this contract (agreement) will:

- ~ Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- ~ Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract;
- ~ Report to the Agency any use or disclosure of PHI not provided for by this Contract (Agreement);
- ~ Mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this contract.
- ~ Impose the same requirements and restrictions on its subcontractors and agents;
- ~ Provide access, at the request of the Agency, and in the time and manner designated by the Agency, to PHI in a Designated Record Set, to the Agency or, as directed by the Agency, to an individual in order to meet HIPAA requirements.
- ~ Make available PHI for amendment and incorporate any amendments to PHI;
- ~ Document and provide to Agency information relating to disclosures of PHI as required for the Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule;
- ~ Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with the HIPAA Privacy Rule;

At termination of the contract, if feasible, return or destroy all PHI received from, created or received by the Contractor on behalf of the Contracting Agency (Agency) that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

i.

V. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. 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, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this 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. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the

type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs**
Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the
 - b. payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - c. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- e. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give

the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service**Limits**

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
	<i>Code of Virginia § 8.01-581.15</i>
	https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

1. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

2. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
3. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

4. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.
5. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds

that are legally available or may hereafter become legally available for the purpose of this agreement.

- W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- X. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- Y. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.
- The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.
- For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.
- The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.
- This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.
- Z. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for

such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified services.

AA. **FORCED OR INDENTURED CHILD LABOR:** Applicable in all solicitations and contracts over \$10,000:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “*forced or indentured child labor*” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

VI. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) purchase order(s) with the applicable eVA transaction fee assessed for each order.
- Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov, Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the expenditure category: Other Services category of the CPI-U section (Table 6.) of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more

than the percentage increase/decrease of the expenditure category: Other Services category of the CPI-U section (Table 6.) section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- F. **BID PRICES**: Bid shall be in the form of a firm unit price for each item during the contract period.
- G. **IDENTIFICATION OF BID ENVELOPE**: If a special envelope is not furnished, or if return in the special envelope is not possible, or if not submitting through the eVA website, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder	Due Date	Time

Street or Box Number	IFB No.	

City, State, Zip Code	IFB Title	
DMBE-certified Small Business No. _____		
Name of Contract/Purchase Officer or Buyer _____		

- H. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- I. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- J. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the

Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Prime Contractor Subcontractor Reporting:
 - a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 - b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
- K. **REFERENCES:** Bidders shall provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. See ATTACHMENT B.
- L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

Contractors and their employees working on this project may be required to sign a confidentiality statement.

M. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- N. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. (ATTACHMENT C)
- O. **E-VERIFY PROGRAM:** EFFECTIVE 12/01/13. Pursuant to Code of Virginia §2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be

debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify. <http://www.dhs.gov/e-verify>

VII. METHOD OF PAYMENT

The Contractor will be paid monthly in accordance with invoices submitted for all services provided during the previous month. Invoices shall include the following:

- a. Contract Number
- b. Dates and Description of Services provided.
- c. Individual Name
- d. total amount due for month.

Agency will make payment upon thirty (30) days of receipt of accurate and complete billing.

VCBR

vcbrap@dbhds.virginia.gov

VIII. PRICING SCHEDULE

For those services provided by the Contractor/Provider the Provider will bill the Agency an **All Inclusive** flat rate for each service listed below.

All-Inclusive Rate:	
American Sign Language Interpreter Services per hour/residents	\$
After-Hours / Weekend/ Emergency Rate per hour	\$
American Sign Language Interpreter Services per hour/employee (Optional)	\$

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

State Corporation Commission Form**Virginia State Corporation Commission (SCC) registration information. The bidder:**

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

-OR-

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

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

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

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

E-Mail Back Solicitation Questions

No Cover Sheet is required. E-Mail back Questions: Answers to questions that are received by September , 2026– 3:00 PM EDT will be posted as an addendum on the VBO – eva.virginia.gov.

TO: Lorrie Shaffer –Piedmont Geriatric Hospital

E-Mail To: lorrie.shaffer@dbhds.virginia.gov

Please record your question(s) regarding the above referenced solicitation:

Your Company:			
Your Name:		E-Mail:	
Your Voice Phone:		Fax Phone:	

[illegible]

REFERENCE SHEET**To Be Completed By Bidder**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **QUALIFICATION:** The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
_____ years ____ months.
3. **Vendor Information:** eVA Vendor ID: _____ or DUNS Number: _____
4. **REFERENCES:** Indicate below a list of least five (5) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services. Include the length of service and the name, address, and telephone number of the point of contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(1)		
Value: \$		()
(2)		
Value: \$		()
(3)		
Value: \$		()
(4)		
Value: \$		()
(5)		
Value: \$		()

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _____

_____ Contact Email: _____ Value % or \$ (Initial
Term): _____ Contact Address: _____ Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _
_____ Contact Email: _____ Value % or \$ (Initial
Term): _____ Contact Address: _____ Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _
_____ Contact Email: _____ Value % or \$ (Initial
Term): _____ Contact Address: _____ Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _
_____ Contact Email: _____ Value % or \$ (Initial
Term): _____ Contact Address: _____ Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _
_____ Contact Email: _____ Value % or \$ (Initial
Term): _____ Contact Address: _____ Description of Work: _____

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

QUALIFIED SERVICE ORGANIZATION AGREEMENT

PREAMBLE

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, and the 2013 HIPAA Omnibus Rule, 45 CFR part 160 and part 164 subparts A and E ("Privacy Rule"), and the Health Insurance Reform: Security Standards, Final Rule, 45 CFR part 164 subpart C ("Security Rule"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and pursuant to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records Regulation, 42 CFR Part 2 (collectively the "HIPAA Privacy and Security Rules"), Virginia Center for Behavioral Rehabilitation, and the Business Associate/Qualified Service Organization (collectively, the "Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy and Security Rules.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants, promises, and stipulations set forth below, agree as follows:

1. DEFINITIONS

- 1.1 **"Department"** means Virginia Center for Behavioral Rehabilitation, "covered entity" as defined by 45 CFR § 160.103. The Department is a hybrid entity, as defined by 45 CFR § 160.504.
- 1.2 **"Business Associate"** _____ corporation with its principal place of business at _____ a "business entity" as defined by 45 CFR § 160.103. A business associate is one that creates, receives, maintains, or transmits PHI on behalf of a covered entity, as well as other specific types of organizations. Business associate contracts must specify requirements for breach notification, electronic access to PHI, etc. Subcontractors are now considered business associates and are bound by the same HIPAA privacy and security requirements.
- 1.3 **"Protected Health Information" or "PHI"** means individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that relate to: (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual.
- 1.4 **"Qualified Service Organization"** means a Virginia corporation with its principal place of business at (business address), a "qualified service organization" as defined by 42 CFR §2.11.
- 1.5 **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 1.6 **"Underlying Service Agreement"** means the contract, agreement, or arrangement (written or unwritten) in effect that governs interactions between the Virginia Center for Behavioral Rehabilitation and the Business Associate/Qualified Service Organization.
- 1.7 **"Unsecured Protected Health Information"** means PHI that is not secured through the use of technology or methodology specified by the Secretary of Health and Human Services (HHS).
- 1.8 Terms used in the Agreement, including defined terms, shall have the same meaning as contained in 45 CFR §§ 160.103, 164.501, and 164.304 *et seq.*, including any future amendments.

2. PERMISSIVE USES OF PHI BY BUSINESS ASSOCIATE

- 2.1. **Services.** Except as otherwise specified herein, the Business Associate/Qualified Service Organization may make only those uses of PHI necessary to perform its obligations under the Underlying Service Agreement. All other uses not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by Virginia Center for Behavioral Rehabilitation.
- 2.2. **Activities.** Unless otherwise limited herein, the Business Associate/Qualified Service Organization may:
 - a. use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate/Qualified Service Organization, provided that such uses are permitted under federal and state confidentiality laws.
 - b. disclose the PHI in its possession to third parties for the purpose of its proper management and administration related to the Underlying Services Agreement or to fulfill any present or future legal responsibilities of the Business Associate/Qualified Service Organization, provided that the Business Associate/Qualified Service Organization represents to Virginia Center for Behavioral Rehabilitation, in writing, (i) that the disclosures are required by law, or (ii)

the Business Associate/Qualified Service Organization has received from the third party written assurances that its confidential handling of such PHI will be consistent with the requirements of the Privacy and Security Rules and HITECH Act.

- c. aggregate the PHI in its possession with the PHI of other entities that the Business Associate/Qualified Service Organization has in its possession through its capacity as a Business Associate/Qualified Service Organization to said other entities provided that the purpose of such aggregation is to provide Virginia Center for Behavioral Rehabilitation with data analysis related to the Health Care Operations of Virginia Center for Behavioral Rehabilitation.
- d. de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR § 164.514(b).

- 2.3 Business Associate acknowledges that as it is also a Qualified Service Organization pursuant to 42 CFR Part 2 to the extent it may provide services to clients of a substance abuse program as defined by 42 CFR 2.11 and accordingly in receiving, storing, processing, or otherwise dealing with any patient substance abuse application, enrollment and treatment records from the City's Department of Human Services Substance Abuse Division, it is fully bound by 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to substance abuse patient records except as permitted by 42 CFR Part 2.

3. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE WITH RESPECT TO PHI

With regard to its use and/or disclosure of PHI, the Business Associate/Qualified Service Organization hereby agrees to:

1. Report to the Virginia Center for Behavioral Rehabilitation Privacy Officer, in writing, any use and/or disclosure of the PHI that is not permitted or required by the Underlying Services Agreement of which it becomes aware at the earliest opportunity (but in no event later than fifteen (15) days of the Business Associate/Qualified Service Organization's discovery of such unauthorized use and/or disclosure). Report each individual whose PHI was, or is reasonably believed to have been, accessed, acquired or disclosed.

2. Report to the Virginia Center for Behavioral Rehabilitation Security Officer, in writing, any security incident disclosing PHI of which it becomes aware at the earliest opportunity (but in no event later than fifteen (15) days of the Business Associate/Qualified Service Organization's discovery of such unauthorized use and/or disclosure). In addition, the Business Associate/Qualified Service Organization shall determine whether an event described in this paragraph is a breach of unsecured Protected Health Information that presents a significant risk of financial, reputational or other harm to affected individuals, all within the meaning of the breach notification requirements of the HITECH Act (a "Breach"). If the Business Associate/Qualified Service Organization determines that a Breach has occurred, it shall notify the Plan without unreasonable delay and in no case later than five (5) days following discovery of the Breach. At the election of VIRGINIA CENTER FOR BEHAVIORAL REHABILITATION, the Business Administrator shall:

- 1. include in its notice to the Virginia Center for Behavioral Rehabilitation, to the extent possible, the identification of each individual who's PHI has been, or is reasonably believed by the Business Associate/Qualified Service Organization to have been, accessed, acquired, used or disclosed during the Breach. At the time of such notification or as promptly thereafter as the information becomes available, the Business Associate/Qualified Service Organization shall also provide to the Plan any other available information that the Virginia Center for Behavioral Rehabilitation is required to include in notification to the individual under the HITECH Act; or
- 2. provide notice directly to all affected individuals, which shall include, to the extent possible, the following information:
 - A. A brief description of what happened, including the date of the Breach and the date of discovery, if known.
 - B. A description of the types of unsecured PHI involved (such as full name, Social Security number, date of birth, home address, account numbers, etc.)
 - C. The steps individuals should take to protect themselves from potential harm resulting from the Breach.
 - D. A brief description of what Business Associate/Qualified Service Organization is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches.
 - E. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site or postal address.

Such notification shall be made without unreasonable delay and in no case later than 60 days following discovery of the Breach. However, notification will be delayed if a law enforcement official determines that it would impede a criminal investigation or cause damage to national security. Notice will be provided by first class mail or by email if the individual has indicated that he prefers that form of delivery. Where Business Associate/Qualified Service Organization and Virginia Center for Behavioral Rehabilitation do not have sufficient contact information to permit direct written contact, Business Associate/Qualified Service Organization shall provide alternative notice which may include posting on its web site or other media. Such posting will include a toll-free phone number where individuals can determine whether their individual PHI was affected by the Breach. If Business Associate/Qualified Service Organization determines that circumstances warrant due to the potential possible imminent misuse of unsecured PHI, it may provide information to affected individuals by telephone.

If the Breach is reasonably believed to affect the PHI of more than 500 residents of a single State or jurisdiction, notice will be provided to one or more prominent media outlets that serve that State or jurisdiction.

Notice will also be given to the Secretary of HHS in accordance with regulations. This notice will be provided on at least an annual basis. If a Breach affects 500 or more individuals, then notice will be provided to the Secretary of HHS at the time notice is provided to affected individuals.

1. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PHI that the Business Associate/Qualified Service Organization reports to Virginia Center for Behavioral Rehabilitation, including but not limited to paying for credit reporting for six months.
2. Use commercially reasonable efforts to maintain the security of the PHI and to prevent its unauthorized use and/or disclosure.
3. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Virginia Center for Behavioral Rehabilitation as required by 45 CFR § 164.314.
- 4. Require all of its subcontractors and agents that receive, use, or have access to PHI under the Underlying Services Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to the Business Associate/Qualified Service Organization, including administrative, physical and technical safeguards that reasonably and appropriately protect the information.**
5. Make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI, or the security thereof, to the Secretary of Health and Human Services ("HHS"), or designee, for purposes of determining Virginia Center for Behavioral Rehabilitation's compliance with the Privacy and Security Rules, subject to applicable legal privileges.
6. Upon prior written request, make available to Virginia Center for Behavioral Rehabilitation during normal business hours at the Business Associate/Qualified Service Organization's offices all records, books, agreements, policies, and procedures relating to the Business Associate/Qualified Service Organization's use, disclosure, and/or security of PHI within seven (7) days for purposes of enabling Virginia Center for Behavioral Rehabilitation to determine the Business Associate/Qualified Service Organization's compliance with the terms of this Agreement.
7. Within thirty (30) days of receiving a written request from Virginia Center for Behavioral Rehabilitation, provide to Virginia Center for Behavioral Rehabilitation such information as is requested by Virginia Center for Behavioral Rehabilitation to permit Virginia Center for Behavioral Rehabilitation to respond to a request by an individual for an accounting of the disclosures of the individual's PHI and as otherwise required by 45 CFR § 164.528.
8. Disclose to its subcontractors, agents, or other third parties, and request from Virginia Center for Behavioral Rehabilitation only the minimum PHI necessary to perform or fulfill a specific function required or permitted under the Underlying Services Agreement.
9. At the request of, and in the time and manner chosen by Virginia Center for Behavioral Rehabilitation, provide access to the PHI to Virginia Center for Behavioral Rehabilitation or the individual to whom such PHI relates, or his or her authorized representative, in order to meet a request by such individual.
10. Make any amendment(s) to the PHI that Virginia Center for Behavioral Rehabilitation directs or that is required pursuant to 45 CFR § 164.526.
11. Business Associate acknowledges that as it is also a Qualified Service Organization pursuant to 42 CFR Part 2 to the extent it, as defined by 42 CFR 2.11 and accordingly may be receiving, storing, processing, or otherwise dealing with any patient substance abuse application, enrollment and treatment records from Virginia Center for Behavioral Rehabilitation covered services, it is fully bound by 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to substance abuse patient records except as permitted by 42 CFR Part 2.

4. OBLIGATIONS OF VIRGINIA CENTER FOR BEHAVIORAL REHABILITATION

- 4.1. Virginia Center for Behavioral Rehabilitation shall provide the Business Associate/Qualified Service Organization with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the Business Associate/Qualified Service Organization's permitted or required uses and disclosures.
- 4.2. Virginia Center for Behavioral Rehabilitation shall notify the Business Associate/Qualified Service Organization of any restrictions to the use that would not be permissible under the HIPAA Privacy or Security Rules if done by Virginia Center

for Behavioral Rehabilitation, to the extent that such changes may affect the Business Associate/Qualified Service Organization's use or disclosure of PHI.

5. TERM AND TERMINATION OF AGREEMENT

- 5.1. **Term.** This Agreement shall be effective as of the date of the Underlying Service Agreement, and shall terminate when all of the PHI provided by Virginia Center for Behavioral Rehabilitation to the Business Associate/Qualified Service Organization, or created or received by the Business Associate/Qualified Service Organization on behalf of the City, is destroyed or returned to Virginia Center for Behavioral Rehabilitation, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.
 - 5.2. **Termination for Cause.** If a party hereto has knowledge of a material breach by the other, the non-breaching party shall take the following actions:
 - a. provides an opportunity for the breaching party to cure the breach or otherwise take corrective action, and if the breach is not cured or corrected, the non-breaching party may cease delivery of PHI or terminate the Agreement;
 - b. immediately terminate this Agreement if breaching party has breached a material term and cure is not possible; or
 - c. if neither cure nor termination is possible, the non-breaching party shall report the violation(s) to the Department of Health and Human Services. The non-breaching party reserves the right, in any situation in which a material breach by the breaching party occurs, to report such violation(s) to the Department of Health and Human Services.
 - 5.3. **Termination of Underlying Service Agreement.** The Parties agree that the termination of the Underlying Service Agreement between the Parties will result in the termination of this Agreement. The Business Associate/Qualified Service Organization shall authorize termination of the Underlying Service Agreement by Virginia Center for Behavioral Rehabilitation, if Virginia Center for Behavioral Rehabilitation determines that the Business Associate/Qualified Service Organization has violated a material term of the Underlying Service Agreement.
 - 5.4. **Effect of Termination.** Except as further provided in this Section, upon termination of this Agreement, for any reason, the Business Associate/Qualified Service Organization shall return or destroy all PHI received from Virginia Center for Behavioral Rehabilitation, or created or received by the Business Associate/Qualified Service Organization on behalf of Virginia Center for Behavioral Rehabilitation. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate/Qualified Service Organization.
- No copies of the PHI shall be retained, unless the Business Associate/Qualified Service Organization determines that returning or destroying the PHI is infeasible, in which case the Business Associate/Qualified Service Organization/ shall provide to Virginia Center for Behavioral Rehabilitation notification of the conditions that make return or destruction of the PHI infeasible. The Business Associate/Qualified Service Organization shall extend the protections of the Agreement to such PHI and further limit the uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate/Qualified Service Organization maintains such PHI.
- 5.5. **Scope.** This Agreement hereby amends any and all existing agreements, written or unwritten, between the Parties under the terms of which PHI may be disclosed to the Business Associate/Qualified Service Organization, and the terms of this Agreement are incorporated into all such prior agreements.

6. GENERAL TERMS

- 6.1. In the event of an inconsistency between the provision of this Agreement and the mandatory terms of the HIPAA Privacy and Security Rules, and the HITECH Act as may be expressly amended from time to time by HHS, or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the Parties, the interpretation of HHS, such court or regulatory agency shall prevail.
- 6.2. Where provisions of this Agreement are different from those mandated by the HIPAA Privacy and Security Rules, and the HITECH Act, but are nonetheless permitted by the Privacy and Security Rules, and HITECH Act the provision of this Agreement shall control.
- 6.3. Except as expressly provided in the HIPAA Privacy and Security Rules, HITECH Act, or this Agreement, this Agreement does not create any rights in third parties.
- 6.4. The respective rights and obligations of the Business Associate/Qualified Service Organization under Section 5 ("Term and Termination of Agreement") shall survive the termination of this Agreement.
- 6.5. There shall be no modification of this Agreement except in writing and by the authorized representatives of the Parties.

- 6.6. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Richmond or the United States District Court, Richmond Division.
- 6.7. The Parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for Virginia Center for Behavioral Rehabilitation to comply with HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act.
- 6.8. Any ambiguity in this Agreement shall be construed to permit Virginia Center for Behavioral Rehabilitation to comply with the Privacy and Security Rules, and the HITECH Act.
- 6.9. It is understood and agreed that the Business Associate/Qualified Service Organization/ hereby assumes the entire responsibility and liability for any and all damages caused by or resulting from or arising out of any act or omission on the part of the Business Associate/Qualified Service Organization, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any duty or by the Privacy or Security Rules required by this Agreement. The Business Associate/Qualified Service Organization agrees to indemnify and hold harmless Virginia Center for Behavioral Rehabilitation and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, and (b) the violation of any law applicable to this Agreement. Upon written demand by Virginia Center for Behavioral Rehabilitation, the Business Associate/Qualified Service Organization shall assume and defend at the Business Associate/Qualified Service Organization's sole expense any and all such suits or defense of claims made against Virginia Center for Behavioral Rehabilitation, its agents, volunteers, servants, employees, or officials.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and year stated above.

<u>Company name</u> Name of Business Associate
Signature
Printed Name
Title
Address
Email
Phone
Date

Secondary Contact

Printed Name
Title
Address
Email

<u>Agency name</u> Virginia Center for Behavioral Rehabilitation
Signature
Printed Name
Compliance Officer
Title
Address
Email:
Phone
Date

Secondary Contact

Printed Name
Title
Address
Email: