

**REQUEST FOR PROPOSALS
2026-RE-0002
Region 4 Crisis Call Center**

Issue Date: June 17, 2026

Commodity Code(s): 95262 - Mental Health Services

Title: Region 4 Crisis Call Center

Purchasing Agency: Richmond Behavioral Health Authority
107 South 5th Street
Richmond, VA 23219

Sr. Contract Officer: Michael Rogers, VCO, VCA, MBA
michael.rogers@rbha.org

Location where work will be performed: Richmond, VA

Initial Period of Contract: From initial date of contract award through October 31, 2028, with eight (8) one-year renewal options.

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM EST, July 21, 2026, for furnishing the goods or services described herein. Proposals received after this date and time shall not be considered.

PROPOSAL SUBMISSION: SEALED

ELECTRONIC SUBMISSION is available through eVA. Original, non-redacted copies must be included with submission. (All vendors must be registered in eVA. See Section XI. Special Terms & Conditions, item 11). Vendors must contact eVA Customer Care with any issues or questions. Late submittals will not be accepted by electronic submission, nor will they be accepted by RBHA.

MAIL DELIVERY
Richmond Behavioral Health Authority
Attn: Michael Rogers, Purchasing
107 S 5th St.
Richmond, Virginia 23219-3825
Monday - Friday 8:00 am - 4:30 pm

HAND DELIVERY, FEDEX, UPS
Richmond Behavioral Health Authority
Attn: Michael Rogers, Purchasing
420 E Cary Street
Richmond, Virginia 23219-3816
Monday - Friday 8:00 am - 4:30 pm

The offeror shall ensure that proposals are received at the location indicated by the date and time listed herein. If an addendum is issued to this RFP, it is the responsibility of the offeror to acknowledge that addendum as part of the proposal submission.

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be scheduled. The pre-proposal conference will be a virtual meeting. Reference Section VII. Pre-Proposal Conference for more information.

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified firms to establish a term contract through competitive negotiation to provide a Crisis Call Center to the Richmond Behavioral Health Authority and Region 4, (herein referred to as the “Authority” or “RBHA”) a political subdivision of the Commonwealth of Virginia.

Region 4 is comprised of six (6) Community Service Boards and one (1) Behavioral Health Authority designated by Virginia’s Department of Behavioral Health and Developmental Services and includes the following localities: Amelia, Buckingham, Charlotte, Charles City, Chesterfield, Cumberland, Dinwiddie, Goochland, Greensville, Hanover, Henrico, Lunenburg, New Kent, Nottoway, Powhatan, Prince Edward, Prince George, Surry, Sussex, City of Colonial Heights, City of Emporia, City of Hopewell, City of Petersburg, and City of Richmond.

II. BACKGROUND

RBHA is licensed by the Virginia Department of Behavioral Health and Developmental Services and is the statutorily established public entity responsible for providing mental health, developmental, and substance abuse and prevention services to the citizens of the City of Richmond. RBHA was established in July 1996 by resolution of the City Council of the City of Richmond, pursuant to §37.2-600 of the Code of Virginia, as a behavioral health authority.

Integrated services are available for adults, children, and families through a central intake unit. Services are provided directly by staff of the Authority and through contracts with private providers within the community. RBHA has approximately 900 employees. RBHA has a diverse staff and client population. The staff serves a client population that includes all categories of age, race, sex, and socio-economic status. Please visit <https://www.rbha.org/> for further information.

Region 4 is comprised of six Community Services Boards (CSB) and one Behavioral Health Authority: Chesterfield CSB, Crossroads CSB, Greater Reach CSB, Goochland-Powhatan CSB, Hanover CSB, Henrico Area Mental Health and Disability Services, and RBHA.

In accordance with *Code of Virginia § 37.2-500*, the core services provided by Community Services Boards within the cities and counties that they serve (Section 8.0) shall include:

- A. Emergency services;
- B. Same-day mental health screening services;
- C. Outpatient primary care screening and monitoring services for physical health indicators and health risks and follow-up services for individuals identified as being in need of assistance with overcoming barriers to accessing primary health services, including developing linkages to primary health care providers; and
- D. Subject to the availability of funds appropriated for them, case management services.

Subject to the availability of funds appropriated for them, the core of services may include a comprehensive system of inpatient, outpatient, day support, residential, prevention, early intervention, and other appropriate mental health, developmental, and substance abuse services necessary to provide individualized services and supports to persons with mental illness, developmental disabilities, or substance abuse. Community services boards may establish crisis stabilization units that provide residential crisis stabilization services.

In order to provide comprehensive mental health, developmental, and substance use disorder treatment services within a continuum of care, the community services board shall function as the single point of entry into publicly funded mental health, developmental, and substance use disorder treatment services.

In accordance with *Code of Virginia §37.2-808* (Emergency custody; issuance and execution of order.) as it relates to this Request for Proposals, Community Services Boards shall adhere to the following:

- A. Any person for whom an emergency custody order is issued shall be taken into custody and transported to a convenient location to be evaluated to determine whether the person meets the criteria for temporary detention pursuant to § 37.2-809 and to assess the need for hospitalization or treatment. The evaluation shall be made by a person designated by the community services board who is skilled in the diagnosis and treatment of mental illness and who has completed a certification program approved by the Department.
- B. Upon completion of testing, observation, or treatment pursuant to § 37.2-1104, the hospital emergency room or other appropriate facility in which the person is detained shall notify the nearest community services board, and the designee of the community services board shall, as soon as is practicable and prior to the expiration of the order for temporary detention issued pursuant to § 37.2-1104, conduct an evaluation of the person to determine if he meets the criteria for temporary detention pursuant to § 37.2-809.
- C. In addition to the eight-hour period of emergency custody set forth in subsection G, H, or K, if the individual is detained in a state facility pursuant to subsection E of § 37.2-809, the state facility and an employee or designee of the community services board as defined in § 37.2-809 may, for an additional four hours, continue to attempt to identify an alternative facility that is able and willing to provide temporary detention and appropriate care to the individual.

III. STATEMENT OF NEEDS

A. Call Center Operations

RBHA aims to ensure capacity to provide clinically staffed, 24/7, call hub/crisis centers with telephonic crisis intervention services to all callers, meet 988 suicide and crisis lifeline operational guidelines regarding suicide risk assessment and engagement as well as offer air traffic control (ATC) quality coordination of crisis care in real-time. Services must be provided to the residents of all counties and localities within Region 4 with in-state backup, in collaboration with other Virginia Centers, and will include a website, internet-based communications including chat capabilities, a telephone hotline, as well as text hotline capabilities.

Offerors must be accredited as a 988 suicide and crisis lifeline by an accrediting body (such as American Association of Suicidology (AAS)).

In the proposal, the successful offeror(s) will demonstrate the experience, capacity and capability to:

1. Provide crisis phone, text, and web chat support and crisis communication and information services for primarily suicide prevention that meets or exceeds standards prescribed by the American Association of Suicidology (AAS). Such services should include, but are not limited to: a website, internet-based communication including chat capabilities, a telephone hotline, and text hotline capabilities for residents. Assistance via these services should include, but is not limited to: immediate emergency interventions, crisis de-escalation, supportive listening

services, referrals for hospitalization, and other community information and referral services. The Crisis Call Center will understand and employ knowledge of local and regional resources to provide caller access to: substance use disorder treatment services, outpatient therapy, Community Services Board (CSB) intake, emergency medication, and other community-based supports.

2. Provide immediate emergency interventions, crisis de-escalation, supportive listening services, referrals for hospitalization, information, and referral services via phone, text, and web communication methods.
 - a. Telephone hotline- A toll-free telephone hotline should be available and staffed 24 hours per day and 7 days per week, 365 days a year to provide immediate assistance for residents. All calls will be answered by a staff or volunteer and should not go to a voicemail system.
 - i. The system shall allow for transcriptions of calls and text to be readily available.
3. Meet 988 suicide and crisis lifeline operational guidelines, regarding suicide risk assessment and engagement, Substance Abuse and Mental Health Services Administration (SAMHSA) 2025 National Guidelines for a Behavioral Health Coordinated System of Crisis Care (<https://library.samhsa.gov/sites/default/files/national-guidelines-crisis-care-pep24-01-037.pdf>) (<https://www.samhsa.gov/mental-health/national-behavioral-health-crisis-care>); and the Virginia Department of Behavioral Health and Development Services (DBHDS) guidelines for the Crisis Call Centers (<https://dbhds.virginia.gov/crisis-services-information-for-providers/>).
4. Implement a standardized Level of Care Assessment tool consistent with DBHDS Crisis Call Center standards. Based on this assessment and an internal (program-developed and regional stakeholder approved) decision tree, the call center will determine the level of response needed to de-escalate the situation and provide linkage to appropriate community services. The Crisis Call Center will initiate a mobile crisis response through the regional crisis hub serving the catchment area and/or a Marcus Alert response via established local protocols. For all calls that do not necessitate an immediate mobile or Marcus Alert response, but do need referral or service linkage, the Crisis Call Center will notify the crisis hub care navigator for follow up. Mobile responders must also meet training requirements established by the Department of Behavioral Health and Developmental Services.

To ensure full compliance with these standards and achieve key performance indicators (KPIs), including response times, call abandonment rates, and effective crisis intervention outcomes, we will implement a structured monitoring process to track and measure performance. If the Call Center should fail to meet this metric for the state's 988 line or the Region 4 community line, the Call Center will submit a plan on how they will resume meeting the standard. Additionally, dedicated call-taking staff will be required to maintain appropriate service levels, ensuring that all crisis calls are answered promptly, assessed thoroughly, and appropriately engaged according to best practices. Staffing levels will be adjusted as needed based on call volume data and KPI performance metrics to optimize service delivery and crisis response effectiveness.

Mandatory monthly KPIs ranges are considered:

- Call Answer Rate of greater than 90% for 988 calls, 90% for the community line, and 95% for the PSAP line
- Answer time in less than 30 seconds for 80% of calls
- Answer time in less than 60 seconds for 90% of calls
- Call Handle Time of less than 20 minutes for 90% of calls
- In state answer rate at least 90%
- Abandonment rate less than 10%

5. Offeror will describe how the Call Center will coordinate with dispatch if not directly responsible for the service.
6. These services should ideally be provided from one primary physical location (center) and utilize a hybrid staffing model consisting of clinically trained paraprofessionals, volunteers, and licensed staff to address the varying levels and types of crisis calls that may be received. If one physical location/center is not feasible, the offeror must be able to articulate a staffing plan to provide availability of clinical oversight and supervision at all times. The offeror will also ensure accessibility to interpretation/translation services is available 24/7 to accommodate communication needs of callers.
7. The offeror will partner with the Region 4 Regional Office for ongoing review, guidance, and consultation regarding operating policies and procedures of the Crisis Call Center including the provision of training for regional resources, local processes, and stakeholder engagement. The offeror, in collaboration with the Regional Office, will develop structural outlines for each CSB within Region 4 to provide timely and effective access to crisis services and resources in accordance with Code of Virginia requirements (Section 9.0). Structural outlines shall ensure proper referral of services originating from the Crisis Call Center transferred to a regional hub that will then refer to the appropriate Community Service Board (based on location). If Community Services Board services are determined to not be accessible and/or appropriate, referral to a private provider will occur.
8. The offeror will participate in monthly regional meetings to discuss utilization, data review, provide guidance, and provide subject matter expertise.
9. The Offeror will agree to utilize the Virginia Crisis Connect (VCC) data platform established by DBHDS, which will include the level of care screening and align with Marcus Alert protocols. The Offeror will provide data at regularly established intervals (and as requested by regional staff), to DBHDS as required, and communicate significant differences in data outcomes as soon as possible to the Region 4 Regional Office.
10. Provide crisis prevention marketing, communication, and information services. At a minimum, services shall include an internet website with information and resources regarding:
 - a. Suicide and suicide prevention; suicide warning signs; how to help someone with suicidal ideation;
 - b. Linkages to risk and protective factors associated with suicide prevention including other public health issues such as bullying, domestic violence, violence, and substance abuse.
 - c. Additional information, such as data and research on suicide and other public health issues.
 - d. Resources and links for community members about suicide prevention.
 - e. Describe how the vendor operations comply with all relevant state and federal privacy and security regulations

B. Dispatch

RBHA aims to ensure capacity to provide clinically staffed, 24/7 Mobile Crisis Response Dispatch Team with telephonic crisis intervention services to all callers, meet 988 suicide and crisis lifeline operational guidelines regarding suicide risk assessment and engagement as well as offer air traffic control (ATC) quality coordination of crisis care in real-time. Services must be provided to the residents of all counties and localities within Region 4 and will include a website, internet-based communications including chat capabilities, a telephone hotline, as well as text hotline capabilities.

Offerors must be accredited as a 988 suicide and crisis lifeline by an accrediting body (such as American Association of Suicidology (AAS)) or must submit a signed letter of commitment from a 988 suicide and crisis lifeline so certified agreeing to subcontract with the applicant to perform telephone hotline, texting, and online chat services as specified in this RFP.

In the proposal, the successful offeror(s) will demonstrate the experience, capacity and capability to:

1. Develop a tiered dispatch decision making framework for the below factors.
 - a. The Contractor shall implement and maintain a standardized, tiered dispatch decision-making framework for Mobile Crisis Response Services. Dispatch determinations shall not rely solely on geographic proximity but instead incorporate a multi-factor assessment to ensure clinically appropriate and efficient resource deployment.
 - b. At a minimum, the Contractor’s dispatch protocol shall require consideration of the following factors:
 - i. Clinical Acuity:
Assessment of the individual’s level of risk, including but not limited to suicidality, homicidality, medical instability, and behavioral escalation, to ensure prioritization of the most clinically urgent cases.
 - ii. Continuity of Care (“Familiar Voice/History”):
Where feasible and clinically appropriate, prioritization of response by regionally funded MCR teams as primary responder
 - iii. High Utilizer Geographic Patterns:
Identification and incorporation of data related to high-frequency service utilization by individuals and/or geographic areas to inform proactive and strategic deployment of resources. If a high utilizer is identified the primary response would be from a regionally funded MCR team.
2. The contractor shall develop and maintain a dispatch analytics framework to systematically evaluate patterns in service delivery, including but not limited to:
 - a. Dispatch volume by hour or day, day of week, and seasonal variations
 - b. Heat mapping of dispatches by locality, zip code, and identified high-utilizer zones
 - c. Identification of high-frequency individuals and repeat dispatch locations
 - d. Dispatch delays and rejections specific to private provider agency
3. The contractor shall produce and submit standardized dispatch performance reports with the following minimum frequency:
 - a. **Monthly Reporting (Required)**
 - i. Total number of dispatches (by acuity level and modality of origin)
 - ii. Dispatch initiation and completion time metrics
 - iii. Geographic distribution of dispatches
 - iv. Use of private/secondary providers
 - v. Failed, delayed, or declined dispatches with documented reasons
 - vi. Repeat utilization (individual and location-level)
 - b. **Quarterly Analytic Reports (Required)**
 - i. Trend analysis of dispatch demand and system performance
 - ii. Identification of high-utilizer cohorts and recommended interventions
 - iii. Capacity analysis, including unmet need and overflow patterns
 - iv. Recommendations for system optimization and resource deployment
 - c. **The contractor shall also produce and submit the following mandatory monthly reports to DBHDS:**
 - i. WD2 Monthly Report
 - ii. Follow-Up Monthly Report
 - iii. Virginia Volume Monthly Report
 - iv. VADBHDS SAMHSA Monthly Report
4. Offeror will describe how the Call Center will provide air traffic control quality coordination of crisis care, to include the dispatch and mobilization of Mobile Crisis Teams, in real time, and as

clinically necessary. Offeror will describe how the Call Center will provide dispatch of mobile crisis response teams utilizing dedicated positions with staffing provided on a 24/7/365 basis.

IV. ADDITIONAL REQUIREMENTS

The Successful Offeror will adhere to the following:

1. Representation, operating policies and procedures, and data reporting on the Regional Crisis Call Center will be coordinated through the Region 4 Regional Office, as established by the Executive Directors of Region 4 and in compliance with DBHDS guidelines. The Offeror will not operate independently, or outside of, these established protocols, policies, and procedures unless mutually agreed upon and established in writing by Offeror and Region/CSB. The Offeror also agrees to not refer to self, or any subsidiary, for services unless done in consultation with CSB and mutually agreed upon by Region/CSB and offeror.
2. The contractors providing service to youth and other vulnerable populations must have Criminal Background Records checks through State Police and Child Protective Services (CPS) for all employees and volunteers who are directly or indirectly providing services to client in the community. Records check request forms are to have been submitted to the State Police and Child Protective Services by time of hire and are to be completed within a 45-day time period.
3. In accordance with Code of Virginia, §12VAC35-105-510, Tuberculosis screening. (<https://www.virginia.gov/>) the following Tuberculosis Screening requirements apply:
 - a. Each new employee, contractor, student, or volunteer who will have direct contact with individuals receiving services shall obtain a statement of certification by a qualified licensed practitioner indicating the absence of tuberculosis in a communicable form within 30 days of employment or initial contact with individuals receiving services. The employee shall submit a copy of the original screening to the provider. A statement of certification shall not be required for a new employee who has separated from service with another licensed provider with a break in service of six months or less or who is currently working for another licensed provider.
 - b. All employees, contractors, students, or volunteers in substance abuse co-occurring outpatient or residential treatment services shall receive tuberculosis education on an annual basis. The education shall focus on self-presentation in the event of exposure to active tuberculosis or the development of symptoms of active tuberculosis.
 - c. Any employee, contractor, student, or volunteer who comes in contact with a known case of active tuberculosis disease or who develops symptoms of active tuberculosis disease, including fever, chills, hemoptysis, cough, fatigue, night sweats, weight loss, or anorexia, of three weeks duration shall be screened as determined appropriate for continued contact with employees, contractors, students, volunteers, or individuals receiving services based on consultation with the local health department.
 - d. No employee, contractor, student, or volunteer suspected of having active tuberculosis shall be permitted to return to work or have contact with employees, contractors, students, volunteers, or individuals receiving services until a physician has determined that the person is free of active tuberculosis.
4. Offeror will ensure that all paid and volunteer staff have received proper training in human rights, trauma, risk assessment, and safety planning. Each staff or volunteer will operate within the scope of work prescribed by their training and credentialing and will not operate outside of these areas.
5. If currently operating as a National Suicide Prevention Lifeline or other relevant response line, maintain current capacity to field existing call volume utilizing the support and funding

dedicated to those responsibilities. No funding from this agreement should be utilized to supplant existing support managed by the firm.

6. The Offeror will participate in all required DBHDS sponsored statewide Call Center trainings through the duration of the contract.
7. Preference will be given to offerors that meet the eligibility requirements for a Subrecipient Funding Agreement as defined in 2 CFR 200.1. Under this regulation, a subrecipient is not permitted to earn profit and must provide either a cash or in-kind contribution in support of the program. Accordingly, DBHDS will award federal funds only to entities that hold not-for-profit status and are therefore able to meet these federal subrecipient requirements. Reference: Code of Federal Regulations, 2 CFR § 200.1 – *Definitions* (Subrecipient).

V. REGION 4 RESPONSIBILITIES

1. Facilitate regular contract performance reviews to ensure communication between the contractor and CSB/Region and to review utilization data, reporting requirements, and outcome of services.
2. Provide the contractor with training which will include but is not limited to regional policies and procedures, CSB and local/community specific resources, stakeholder communication expectations, contact information and expectations for referral to other regional call centers, data collection and reporting requirements, as well as training requirements for Crisis Call Center staff.
3. Community Services Board Emergency Services staff will be available for consultative services 24 hours per day, 7 days per week.
4. Community Service Boards will respond, in accordance with Code of Virginia requirements (Section 9.1) and established timelines, to provide immediate and follow-up services for call center callers per established structural outline (Section 10.9).
5. Provide periodic review and oversight of interactions between call center staff and individuals requesting services.
6. Ensure contractor is accessing DBHDS' call center software and data platform for call center staffing and utilization.

VI. SHARED RESPONSIBILITIES

The contractor's staff must be available for consultation with the Region 4 Crisis Continuum Services Staff on an as-needed basis 24/7/365.

The Region expects to maintain appropriate staff to assist with managing private crisis provider relations and contracts/MOUs, support coordination and communication between the contractor and Region 4-operated crisis programs and other key stakeholders, support efforts aimed at community education, awareness, and appropriate use of crisis continuum services including 988. Assigned staff will collaborate with DBHDS on statewide marketing and education plans that may be developed in accordance with the establishment of the 988 suicide and crisis lifeline system. It is expected that assigned staff will maintain specific relationships with regional Marcus Alert Teams, Crisis Stabilization Units, 23hr crisis receiving centers, and local community based behavioral health and developmental disability providers.

The Region expects to maintain Care Navigator(s) to provide follow-up, continuity of care, and/or community resources and linkages for individuals experiencing a behavioral health crisis in Region 4. Care Navigation may include: completing a follow-up call service; contacting individuals who

have an expressed need for additional community services and/or resources; and, facilitating connection to identified services and supports.

VII. PRE-PROPOSAL CONFERENCE

1. An optional pre-proposal conference is scheduled for **1:00 p.m., Wednesday, June 24, 2026**. The meeting will be available via Teams using the link provided below:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/223690189081109?p=IsC9INxDfQ85WSoeKi>

Meeting ID: 223 690 189 081 109

Passcode: 7g4Gd9dB

2. Potential Offerors are encouraged to submit any questions pertaining to this RFP in writing **no later than 12:00 p.m. Wednesday, July 1, 2026**. NO FURTHER INQUIRIES WILL BE ACCEPTED.
3. All questions should be submitted to Michael Rogers via email at Michael.rogers@rbha.org with the following subject line: **“Questions Regarding: RFP 2026-RE-0002, Region 4 Crisis Call Center.”**

VIII. PREPARATION AND SUBMISSION OF PROPOSALS

1. General Instructions:

- a. In order to be considered for selection, Offerors must submit a complete response to this RFP that includes:
 - i. For paper response
 - One (1) original (so marked) and six (6) copies of each proposal;
 - One original version in electronic format (USB drive);
 - and one redacted version in electronic form in PDF format (if needed).

Identification and Delivery of Proposal (for paper response):

The signed RFP response must be returned in a separate envelope by the date and time set herein, and identified as follows:

Return Address:	Vendor’s name and complete mailing address
Address to:	[As stated on RFP Title page, “PROPOSAL SUBMISSION”]
Lower left:	RFP 2026-RE-0002
Title:	Region 4 Crisis Call Center
Closing Date:	July 21, 2026, 2:00 p.m., EST

If an RFP response is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information

compromised which may cause the response to be disqualified. RFP responses delivered that require an “Additional Postage Due” payment will not be accepted.

RFP responses may be hand delivered to the designated location identified on the cover page. No other correspondence or other RFP response should be placed in the envelope.

ii Electronic submission

- Electronic submission is available through eVA. Original, non-redacted copies must be included with submission. Vendors must contact eVA Customer Care with any issues or questions. Late submittals will not be accepted by electronic submission, nor will they be accepted by RBHA. (All vendors must be registered in eVA. See Section XI Special Terms & Conditions, item 11).

iii. No other distribution of the proposal shall be made by the offerors. Proposals will not be accepted by facsimile transmission or by electronic mail.

- b. Late Proposals. No proposal received after the date and time specified for receipt of offers will be considered. The time a proposal is received in hand is determined by the time stamped on the proposal receipt by the time clock at the Receptionist Desk on the Lobby Level of RBHA Administrative Building located at 420 East Cary Street, Richmond, VA 23219. **Proposals received late will not be accepted.** RBHA is not responsible for delay in delivery by U.S. Postal Service, private carrier, hand delivery or inter-office mail. It is incumbent upon the Offeror to ensure its proposal is received at the date, time and place specified.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the firm. All information requested should be submitted. Failure to submit all information requested may result in RBHA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be sequentially numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- e. Ownership of all data, materials, and documentation originated and prepared for RBHA pursuant to the RFP shall belong exclusively to RBHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.
- f. All proposals submitted in response to this RFP will become the property of RBHA and are not returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the vendor's expense.
- g. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the offeror to clarify or elaborate on its proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Agency will schedule the time and location of these presentations. Oral presentations are an option of RBHA and may or may not be conducted.

3. Offeror's Understanding of the Requirements:

- a. Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood. Oral requests for information will not be accepted.
- b. All inquiries must be submitted in writing to Michael Rogers via email at michael.rogers@rbha.org. Please include "**RFP #2026-RE-0002, Region 4 Crisis Call Center Questions**" in the subject line.
- c. All written inquiries must be received at the Purchasing Office no later than **12:00 p.m. July 1, 2026**. NO FURTHER INQUIRIES WILL BE ACCEPTED. Written answers will be provided by an addendum and posted to the Commonwealth of Virginia's procurement website at www.eva.virginia.gov. The offerors are responsible for ascertaining the existence of any addendum.

4. Specific Proposal Instructions:

Offerors are required to submit the following items as a complete proposal:

The offeror must submit the Proposal with the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

- a. Name of firm submitting proposal; main office address; contact name with phone number and email address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- b. A list of any current services offered by the firm that are licensed by The Virginia Department of Behavioral Health and Developmental Services.

Tab 1: Forms

Return the RFP cover sheet completed and signed as required, including signed addenda acknowledgments, if any.

- A cover letter outlining, in general, the contents of the offer, and certification of the firm's intent to comply with all requirements listed in the RFP
- Completed and signed cover sheet (RFP Title page and page 2)
- Attachment A - Vendor Data Sheet (1 page)
- Attachment B - State Corporation Commission Form (1 page)
- Attachment C - Pricing Schedule (1 page)
- Other forms as required (e.g. Insurance Certificate)
- Provide a narrative explanation of any limitations, exceptions or exclusions of service, and a description of any assumptions made or expectations of RBHA/Region 4 not herein delineated

Tab 2: Qualifications And Experience of Offeror

- 1) Written narrative statement to include
 - a. Company Overview
 - Company overview and location from which the services will be performed.
 - The firm's organizational structure and history, locations and subsidiaries; legal status (e.g. corporation, joint venture) and location of primary operation.
 - Names, qualifications, experience and contact information for principal points of contact
 - b. Capabilities
 - Describe your firm's approach to providing the required services. Each requirement of the Statement of Needs should be addressed.
 - Summary of services and offerings
 - c. Alternative Services
 - Additional services that the Offeror proposes that will enhance RBHA's capacity
 - Alternative services not provided under this RFP that may be of benefit to RBHA. Alternative services shall be fully and completely described.
- 2) Pricing
 - a. Include a completed pricing sheet (See Attachment C) to quote detailed service rates. This pricing sheet is not intended to limit the services a vendor may provide. This section shall serve as a pricing benchmark during proposal evaluation.
- 3) Litigation
 - a. Disclose any information about pending legal proceedings or business litigation against the firm, any officer or principal (jointly and separately). If necessary, provide an explanation and indicate the current status of disposition.
 - b. Disclose any instances of licensure or code violations, circumstances, and final disposition.
 - c. Copies of recent code inspections at similar facilities.

Tab 3: Experience

- 1) Offerors shall:
 - a. Provide details of current or recent (within the past three years) services of similar nature. Provide evidence of licenses, certifications, and approvals for other relevant programs
 - b. Provide specific plans for providing the proposed services including:

- i. Provide a detailed narrative describing the firm’s approach to providing the types of services required in the Scope of Services, including a description of the proposed operational procedures that will ensure that call center will provide 24 hours a day/365-day services that are stipulated in this RFP.
- ii. Describe in detail what, when, and how the services will be performed and delegated to the appropriate regional Call Center.
- c. A description of the proposed record keeping and information sharing system that complies with all state and federal standards (including HIPAA). A description of the protocol proposed that ensures an appropriate level of communications with Region 4 regarding Call Center and contract matters.
- d. Clearly identify any proposed equipment or goods including operating parameters, illustrations, etc. required to satisfy the Scope of Services.
- e. Provide a transition plan and time frame for implementation and completion.
- f. Have an active account with eVA and an active registration status with the Virginia SCC
- g. Provide staff who are properly trained and certified as needed

Tab 4: Financial Data and Proposed Price

- a. Firm’s Financial Data. Provide financial data such as bonding capabilities, Financial Statement or Annual Report.
- b. A narrative description that explains the method used to establish the annual charge. This description must include an explanation of the projected annual reduction due to anticipated revenue.

Tab 5: Outcomes

Describe your firm’s plan for tracking the KPIs outlined in Section III.A.4 as well as any additional measurable outcomes that are consistent with the key components outlined in Section III. Statement of Needs and Section IV. Additional Requirements and consistent with the strategic plan, outcome strategies, and performance outcome measures described in section II. Background. Include projected number of individuals to be served. Include the plan for adhering to data collection and reporting requirements listed in Section III. Statement of Needs.

Tab 6: Program Approach

- a. Describe the proposed services that address Section III. Statement of Needs, and how they will be used to achieve the measure outcomes.
- b. Provide program timelines that indicate activities planned, major milestones, assigned responsibility for each and outline the completion of each milestone by month or quarter during the contract period.
- c. Describe the marketing/promotional strategies that will be used to inform, educate, and engage residents.
- d. Describe how services will be compliant with state 988 implementation plan.
- e. Describe the community partnerships and resources that will be utilized to maximize service delivery, minimize duplication, and follow the national best practice of having the majority of calls responded to in a community setting and avoiding police involvement unless absolutely necessary.
- f. Describe offeror’s awareness of the difficulties in the completion of this undertaking, and a plan for surmounting them. In addition, the offeror may also comment on any aspect of the Request for Proposal, including suggestions on possible additional and/or alternative approaches to Section III. Statement of Needs.

- g. Describe offeror's plan to recruit, train, supervise, and retain staff within a hybrid model of clinically trained paraprofessionals, volunteers, and licensed staff to address the varying levels and types of crisis calls that may be received. This includes internship opportunities for peers and family support partners.

Tab 7: Organizational Capacity

Describe the overall organization's mission, vision, and array of services. Include the overall organizational structure and statistical data regarding individuals served by service area as well as any other data that describes the organization's capacity.

- a. Describe the organization and staff experience related to the program approach. Provide contact information for three references that can speak to the organization's experience.
- b. Describe a staffing and volunteer plan to accomplish the work and provide job descriptions for staff/volunteers to include qualifications and resumes of any staff that are currently in place. This includes number of licensed staff available to supervise Call Center operators to ensure adequate availability of supervision.
- c. Describe the organization's ability to address language/communication barriers.
- d. Provide a staff training plan that ensures initial and periodic training of all staff regarding: policies and protocols as established by the region pertaining to program operation, suicide, cultural competency, referral resources and services, and other relevant issues.
- e. Provide a plan for evaluating the program for quality control purposes.
- f. Include a copy of accreditation as a Crisis Call Center by approved accrediting body. Applicants utilizing a subcontractor with a certified Crisis Call Center must include a copy of the subcontractor's certification.
- g. Provide a copy of the organization's policies and procedures manual for these services.
- h. Provide financial statements audited by an independent Certified Public Accountant (CPA). This should include the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements from the most recent reporting period. In addition, provide an income statement and balance sheet from the most recent reporting period.

The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by Region 4 purchasing agent.

Tab 8: Additional Information

- 1) Exceptions (Optional). Provide a narrative explanation of any limitations, exceptions to terms and conditions or exclusions of service, and a description of any assumptions made or expectations of RBHA not herein delineated. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, Offerors are not required to state in a proposal any exception to any liability provisions contained in the Request for Proposal.

IX. EVALUATION, SELECTION AND AWARD PROCESS

- 1. Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors should address each evaluation criteria and to be specific in presenting its qualifications. Proposals should be as thorough and detailed

as possible so that RBHA may properly evaluate Offeror’s capabilities to provide the required goods/services.

2. As soon as practical following the closing time, RBHA will open and list the proposals for the record. This is not a public opening.
3. During the evaluation phase, proposals are reviewed by the Evaluation Committee to ascertain which proposals address all the requirements of the RFP, and to conduct an analysis to document the adequacy of the proposals. Proposals deemed technically non-responsive or not as responsive as other proposals may be eliminated at this point. The Evaluation Committee may conduct interviews or site visits with selected Offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these discussions, and information presented in the proposal, to rank Offerors in accordance with criteria stated in the RFP.
4. The Evaluation Committee will use the following evaluation criteria and weighing factors in selecting the firm(s) for negotiation and recommendation for award of the contract:

Criterion		Weight
1.	Qualifications of the Offeror, including background, experience, and expertise Legal response and financial stability Prior successful experience of a similar scope and magnitude References Résumés of proposed staff	25 pts
2.	Technical approach to services Extent to which the approach satisfies the requirements Delivery of service Reporting, quality control Clear understanding of the work to be performed	30 pts.
3.	Specialized qualifications Licenses and certifications Implementation	20 pts.
4.	Fees for Services	15 pts.
5.	Overall quality of proposal	10 pts
AVAILABLE POINTS		100 pts.

5. For goods, non-professional services and insurance: Selection will be made of the Offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including costs. Negotiations will then be conducted with each of the Offerors so selected. Price will be considered but may not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, RBHA will select the Offeror which, in its opinion, has made the best proposal and

provides the best value, and will award the contract to that Offeror. Should RBHA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The contract awarded will incorporate by reference all requirements, terms and conditions of the solicitation (RFP), all negotiated requirements and the Offeror's proposals as negotiated.

X. GENERAL TERMS AND CONDITIONS

The following Terms and Conditions are MANDATORY and shall be incorporated verbatim in any contract award:

1. APPLICABLE LAWS AND COURTS: This solicitation and any contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the contract resulting from this solicitation shall be the Circuit Court of the City of Richmond. The Authority may at its discretion, and if agreeable to the Contractor, 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). The Contractor shall comply with applicable federal, state and local laws and regulations.

2. ANTI-DISCRIMINATION: By submitting its offer, Offeror certifies to the Richmond Behavioral Health Authority that it 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 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 A. and B. below apply:

A. During the performance of this contract, the vendor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts over \$10,000.00.

2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such vendor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.

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

3. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to RBHA all rights, title and interest in and to all causes of the 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 Authority under said contract.

4. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of RBHA.

5. ANNOUNCEMENT OF AWARD: Upon the award or decision to award a contract as a result of this solicitation, RBHA will publicly post such notice on the Commonwealth of Virginia's procurement website (www.eva.virginia.gov) for a minimum of 10 days.

6. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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.

7. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that RBHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

8. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

9. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

A. 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.

B. RBHA 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 RBHA of the adjustment to be sought, and before proceeding to comply with the notice, shall await the RBHA's written decision affirming, modifying, or revoking the prior written notice. If RBHA 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 RBHA a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) 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 RBHA with all vouchers and records of expenses incurred and savings realized. The RBHA 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 RBHA within thirty (30) days from the date of receipt of the written order from RBHA. 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 *Code of Virginia*. 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 RBHA or with the performance of the contract generally.

10. CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state prices in US dollars.

11. DEBARMENT STATUS: By submitting its proposal, Offeror certifies that it is not currently debarred suspended or otherwise excluded from submitting offers on contracts by any public body of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting offers on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America.

12. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them 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 RBHA may have.

13. DRUG-FREE WORKPLACE: 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 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.

14. ETHICS IN PUBLIC CONTRACTING: By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has 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.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting its proposal, Offeror certifies that it does not and shall not during the performance of this 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 (the “Act”) or otherwise violate the provisions of the Act.

16. INSURANCE: By signing and submitting a proposal under this solicitation, the 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 Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance 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.
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. Richmond Behavioral Health Authority must be named as an additional insured and so endorsed on the policy.

Additionally Insured needs to be written on the Commercial General policy as stated below:

“The Richmond Behavior Health Authority and its subsidiaries must be named as Certificate Holder and The Richmond Behavior Health Authority and its subsidiaries and appointed officials, officers, consultants, agents and employees, and affiliate or boards are additional insured must be listed as additional insured and so endorsed on the policy.”

4. Data Breach and Privacy/Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Proposer’s computer systems or the Authority systems due to the actions of the Proposer which results in unauthorized access to the Authority data. The limit applicable to this policy shall be no less than \$5,000,000 per occurrence and must apply to incidents related to the cyber theft, data breaches, system hacking, ransomware, or third-party liability claims arising from a data security breach of the Authority’s property, including but not limited to, money and securities. The Authority must be protected as additional insured on policies held by the selected Proposer and any of its subcontractors. For a vendor performing website design or with access to the Authority’s systems.
5. Professional Errors and Omissions (E&O) Insurance is also recommended. In addition, the vendor’s policies must name RBHA as an additional insured, include a waiver of subrogation provision, be considered primary and not contributory, and remain in place for the duration of services/products provided, plus a minimum of five years after the contract ends. The E&O coverage should have \$3 million per-occurrence and \$5 million aggregate limit.

Please list RBHA as the Certificate Holder on all policies:

Richmond Behavioral Health Authority
Attn: Procurement Department
107 South 5th Street
Richmond, Virginia 23219-3816

Other insurance as required based upon the nature of the contract.

17. MANDATORY USE OF FORMS: Failure to submit a proposal on the forms provided for that purpose may be cause for rejection of the proposal as non-responsive. Modifications of or additions to any portion of the proposal forms including to the Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, RBHA reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to accept or reject such a proposal.
18. NO CONTACT POLICY: During the conduct of this solicitation, no Offeror shall initiate contact with any representative of RBHA concerning the conduct of this solicitation. Any contact with an RBHA representative is prohibited and may result in disqualification from the procurement process.
19. NONDISCRIMINATION OF CONTRACTORS: An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.

20. PAYMENT:

a. To Prime Contractor:

- 1) Invoices for services delivered shall be submitted by the Contractor directly to Region 4 Team. The preferred method is by email to region4invoices@rbha.org. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and a unique invoice identifying number.
- 2) 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.
- 3) The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 4) 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 Authority 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 RBHA of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

- 1) Within seven (7) days of the contractor's receipt of payment from RBHA, a contractor awarded a contract under this solicitation is hereby obligated (i) to pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (ii) notify RBHA and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- 2) 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 RBHA, except for amounts withheld as stated in (1) 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 RBHA.

c. RBHA encourages contractors and subcontractors to accept electronic payment and, if applicable, credit card payment.

21. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

22. QUALIFICATIONS OF OFFERORS: RBHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to RBHA all such information and data for this purpose as may be requested. RBHA reserves the right to inspect the contractor's physical plant prior to award to satisfy questions regarding the offeror's capabilities. RBHA further reserves the right to reject any proposal if the evidence submitted by or investigations of such offeror fails to satisfy RBHA that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

23. SEVERABILITY: If any provision of the Scope of Work, General Terms and Conditions or Special Terms and Conditions be held invalid, such holding shall not affect the remaining provisions.

24. TAXES. Sales to RBHA are normally exempt from State sales tax. State Sales and Use tax certificates of exemption, Form ST-12, will be issued upon request. Delivery against this contract shall be free of Federal excise and transportation taxes. RBHA excise tax exemption registration number is 54-1804146. (Applicable to goods only.)

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

25. TERMINATION: RBHA may terminate this contract in one of two methods:

a. Termination with Cause.

1) The Authority may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the Authority's intent to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

2) In case of failure to deliver goods or services in accordance with the contract terms and conditions, RBHA, after due oral or written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchase and

administrative costs. This remedy shall be in addition to any other remedies that RBHA may have.

3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to the Authority's satisfaction during this seven (7) calendar-day period as indicated in writing to the Contractor, then the Authority's notice of termination with cause shall be deemed null and void.

4) Upon such termination, the Authority shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Authority up to the time of termination and upon delivery to the Authority of all completed or partially completed work performed by the Contractor. The Authority shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

b. Termination without Cause.

1) The Authority may terminate this Contract without cause by delivery or written notice to the Contractor of the Authority's intent to so terminate. Provide the delivery of such notice at least ninety (90) calendar days prior to the date of termination and, otherwise, given in accordance with the requirements of this Contract for the delivery of notices.

2) Upon such termination, the Authority shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Authority up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the Authority of completed or partially completed work. The Authority shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.

26. TESTING AND INSPECTION: RBHA reserves the right to conduct any tests or inspections if may deem necessary and advisable to assure goods and services conform to the requirements and specifications.

27. TRANSPORTATION AND PACKAGING: By submitting its proposal, offerors certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

XI. SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions are desirable. Offerors may propose alternative language; however, the basic contract form shall be retained. Offerors are requested to limit proposed changes, if any, to those of a substantive nature.

1. AWARD: The Authority shall engage in individual discussions with one or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis

on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Authority reserves the right to make multiple awards as a result of this solicitation. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

2. ACCEPTANCE PERIOD: Any response to this solicitation shall be valid for a period of 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled.

3. ADDITIONAL USERS: This procurement is being conducted on behalf of RBHA and other public bodies in accordance with S 2.2-4304 of the Virginia Public Procurement Act.

a. If approved by the Contractor, the resulting contract may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directory with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of the Offeror's proposal.

b. Upon Contractor approval, any public body using the resulting contract may execute a separate contract with the Contractor to include additional terms and conditions required by statute, ordinance or regulation; or to remove terms and conditions which may conflict with its governing statutes, ordinances or regulation. If the additional terms and conditions are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that public body.

c. RBHA, its officials and staff are not responsible for placement of orders, invoicing, payment, disputes or any other transaction between the contractor and the public bodies; and in no event shall RBHA its officials or staff be responsible for any costs, damages or injury resulting to any party from the use of an RBHA contract.

4. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RBHA or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. RBHA further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract

where payments by RBHA are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Metro-Richmond area.

5. AUTHORIZED REPRESENTATIVES: This contract may be modified in accordance with §2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000, whichever is greater, without the approval of the Chief Executive Officer (CEO) or their authorized designee.

Authorized Representatives:

RICHMOND BEHAVIORAL HEALTH AUTHORITY
Cristen C. Zedd, LCSW, CEO
107 S 5th St.
Richmond, VA 23219

With a copy to:
Michael Rogers, VCO, VCA, MBA
107 S 5th St.
Richmond, VA 23219

CONTRACTOR

6. CANCELLATION: RBHA 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 also be terminated by the contractor, 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.

7. CONFIDENTIALITY: In accordance with the Health Insurance Portability and Accountability Act of 1996, P.L. 104 191 (“HIPAA”), 42 CFR Part 2, and the rules and regulations implemented thereunder, the parties are acting as “Covered Entities” contracting for the provision of patient care services. Accordingly, the parties agree to comply with all applicable federal, state, and local laws and regulations governing the privacy and confidentiality of patient information, including without limitation HIPAA and 42 CFR Part 2, with respect to the use, disclosure, safeguarding, and protection of patient information, including protected health information (“PHI”) and substance use disorder records.

To the extent applicable, information protected under 42 CFR Part 2 shall not be used or disclosed except as expressly permitted or required by law, and any unauthorized redisclosure of such information is prohibited.

8. CONTINUITY OF SERVICES:

a. The Contractor recognizes that the services under this contract are vital to RBHA and must be continued without interruption and that, upon contract expiration, a successor, either RBHA or another contractor, may continue them. The Contractor agrees:

- 1) To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
- 2) To make all RBHA-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,
- 3) That the Contract Specialist shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b. The Contractor shall, upon written notice from the Contract Specialist, 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 Specialist's approval

c. The Contractor may 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/phaseout work fees must be approved by the Contract Specialist in writing prior to commencement of said work

9. DISPUTES: In accordance with §2.2-4363 of the Code of Virginia, contractual disputes shall be resolved according the RBHA Purchasing Manual, Chapter VII, paragraph G, incorporated by reference.

10. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. 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.

11. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATIONS, CONTRACTS AND ORDERS:

a. This solicitation may be subject to the conditions of the Commonwealth of Virginia B2G registration. The eVA Internet electronic procurement solution, website portal 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 RBHA shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register

in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

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

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

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

2) 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.

c. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

d. 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.

12. eVA ORDERS AND CONTRACTS: The solicitation/contract will result in zero (0) purchase order(s) with the applicable eVA transaction fee assessed for each order.

13. INDEMNIFICATION: Contractor agrees to indemnify RBHA, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

14. LICENSES AND PERMITS: All licenses, permits and inspection fees required for this project shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

15. PRIME CONTRACTOR RESPONSIBILITY: 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.

16. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of RBHA. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Specialist the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract.

17. TERM:

- a. The initial term of the contract shall continue from the date of full contract execution through October 31, 2028. Any work assigned but not completed shall survive the initial performance period until such time as the work is completed and accepted. The contract may be renewed as indicated:
- b. **Renewal Of Contract:** This contract may be renewed at the sole discretion of RBHA for a period of eight (8) one-year periods under the terms and conditions of the original contract and upon written mutual agreement between both parties. Written notice of the intention of RBHA to renew will be given sixty (60) days prior to the expiration date of each contract period.
- c. Extension. RBHA may extend the current term of an existing contract for services to allow completion of any work undertaken but not completed during the term of the contract for a period of eleven (11) months. No additional consideration exceeding the contracted price may be paid to the contractor.
- d. Subsequent price increases may be negotiated only at the time of renewal contingent upon RBHA budget and funding provided by DBHDS. Contractor shall give not less than thirty (90) days advance written notice of any price increase request, with documentation, to the Contract Specialist, who will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to RBHA and reflected in subsequent invoices.
- e. The contract provides that if funding is not made available in any fiscal year, and the RBHA lacks funds from other sources to pay the compensation due under the contract, the RBHA is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the RBHA is not obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The RBHA will provide the Vendor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the RBHA's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments are not appropriated.

XII. METHOD OF PAYMENT

1. Invoices. All invoices must be rendered promptly to RBHA after all Services covered by the invoice have been provided and accepted. Where performance is completed in less than one (1) month, the Contractor shall invoice RBHA for the full amount of the order at the completion thereof. Where performance is longer than one (1) month, the Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement.

Invoices shall provide at a minimum:

- Vendor Name, Address and Taxpayer Identification Number (TIN)
- RBHA Ordering Individual
- Agreement Number
- Date of Invoice

- Unique Invoice Number
 - Monthly charges
 - Date(s) of Services
 - Complete description of Services
2. The Contractor shall submit a valid invoice to the address indicated by the tenth (10th) day of the month following the month in which services were rendered.
 3. The preferred method to receive invoices is via email to the Region 4 Invoice Mailbox: region4invoices@rbha.org.
 4. In lieu of email, invoices may be mailed to:

Richmond Behavioral Health Authority
Attn: Accounts Payable
107 S. 5th Street
Richmond, VA 23219

XIII. ATTACHMENTS

Attachment A - Vendor Data Sheet
Attachment B - Virginia State Corporation Commission (SCC) Form
Attachment C – Pricing Schedule
Attachment D – BAA

END OF SOLICITATION

Attachment A – Vendor Data Sheet

Return this attachment as part of your proposal response

Primary Contact: _____

Name: _____ Phone: _____

Email Address: _____

Years in Business: Indicate the length of time the firm has been in business providing this type of good or service:

_____ Years _____ Months

FIN or FEI Number: _____ (If Company, Corporation or Partnership)

Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services. Include the length of service and the name, address, and telephone number of the point of contact:

A. Company: _____ Contact: _____

Phone: _____ Fax: _____

Project: _____

Dates of Service: _____ Value: _____

B. Company: _____ Contact: _____

Phone: _____ Fax: _____

Project: _____

Dates of Service: _____ Value: _____

C. Company: _____ Contact: _____

Phone: _____ Fax: _____

Project: _____

Dates of Service: _____ Value: _____

Attachment B – Virginia State Corporation Commission (SCC) Registration

Return this attachment as part of your proposal response.

The undersigned Offeror:

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

-or-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-or-

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror 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 Offeror's out-of-state location)

-or-

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

_____ check here 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 proposals.*

Signature: _____

Date: _____

Name: _____

Printed

Title

Name of firm: _____

* RBHA reserves the right to determine in its sole discretion whether to allow such a waiver

Attachment C – Pricing Schedule

Service	Price Proposal for One Month		Annual Value
- Call Center Services		x 12	
- Mobile Crisis Response Dispatch		x 12	
Total			

Offerors are encouraged to review the historical call center data below to inform their pricing. Call center volume is not guaranteed; this historical data is provided as a courtesy.

Month	Year	PSAP - Combined	Community Line	988 - Region 4	Total
April	2025	32	136	16,092	16,260
May	2025	21	65	9,709	9,795
June	2025	24	41	8,624	8,689
July	2025	12	33	12,184	12,229
August	2025	19	38	13,559	13,616
September	2025	22	71	15,945	16,038
October	2025	33	59	18,418	18,510
November	2025	34	97	16,590	16,721
December	2025	27	270	23,901	24,198
January	2026	40	278	17,523	17,841
February	2026	43	558	13,049	13,650
March	2026	40	277	13,936	14,253
April	2026	41	184	13,153	13,378
Total		388	2,107	192,683	195,178

PSAP = Public Service Answering Point. calls connected from 911 to 988

Community Line = A designated Region 4 number that connects directly to 988

988 – Region 4 = 988/the regional crisis call center

Attachment D – Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into this **<DATE>** (the “Effective Date”), by and between **Richmond Behavioral Health Authority** whose address is **107 South 5th Street Richmond, VA 23219** (hereinafter referred to as “Covered Entity”) and **[INSERT BA/QSO NAME]** whose address is **[BAA/QSO address]** (hereinafter referred to as “Business Associate”).

RECITALS

WHEREAS, Covered Entity and Business Associate have entered into a certain separate agreement(s) (the “Contract”) pursuant to which Business Associate provides or will be providing certain services to Covered Entity;

WHEREAS, in the course of performing services under the Contract, Business Associate may be provided with access to Protected Health Information (as defined below), which may include Substance Use Treatment Information (as defined below); and

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement to ensure compliance with all applicable federal and state laws, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Part 160 and Part 164) as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) (collectively, “HIPAA”); and the Drug Abuse Prevention, Treatment and Rehabilitation Act, as amended, and its implementing regulations (collectively, “42 CFR Part 2”).

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties shall comply fully with the provisions of HIPAA and 42 CFR Part 2 and hereby agree as follows:

I. RECITALS.

The Recitals set forth above are incorporated by reference herein and made a part hereof.

II. PRIOR AGREEMENTS.

This Agreement supersedes and replaces any and all business associate agreements Covered Entity and Business Associate may have entered into prior to the date hereof.

III. DEFINITIONS.

A. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR 164.402.

B. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR 164.501.

C. Electronic PHI. “Electronic PHI” shall have the same meaning as the term “Electronic Protected Health Information” in 45 CFR 160.103.

D. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

E. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

F. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

G. Required by Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

H. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

I. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR 164.304.

J. Security Rule. “Security Rule” shall mean 45 CFR Part 160 and Subparts A and C of Part 164.

K. Substance Use Treatment Information. “Substance Use Treatment Information” or “SUTI” shall mean any information, written or oral, related to a patient’s treatment for a substance use disorder which is subject to protection under 42 CFR Part 2.

L. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy Rule, Security Rule, 42 CFR Part 2, and the HITECH Act, as they may be amended from time to time.

IV. PERMITTED USES AND DISCLOSURE BY BUSINESS ASSOCIATE.

A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract or this Agreement, provided that such use or disclosure shall not violate the Privacy Rule, or 42 CFR Part 2.

B. Except as otherwise limited in this Agreement, Business Associate may use and disclose Protected Health Information as Required by Law.

C. Except as otherwise specifically provided in the Contract or this Agreement, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Without limiting the generality of the foregoing, Covered Entity will provide, and Business Associate agrees to request, no more than, the minimum necessary amount of Protected Health Information required for the performance of Business Associate’s services under the Contract. Business Associate and Covered Entity will comply with the guidance on minimum necessary issued by the Secretary as to the minimum necessary as specified by Covered Entity.

D. Business Associate may not use or disclose Protected Health Information for its own management in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity. Furthermore, Business Associate may not use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

V. BUSINESS ASSOCIATE RESPONSIBILITY.

Business Associate shall be directly responsible for full compliance with the relevant requirements of HIPAA (including, without limitation, the Privacy Rule) to the same extent as Covered Entity. Business Associate shall establish safeguards that are reasonable and appropriate to prevent any use or disclosure of Protected Health Information and SUTI not expressly authorized by this Agreement.

VI. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

A. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement, 42 CFR Part 2, or Required by Law.

B. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of the Protected Health Information and Substance Use Treatment Information other than as provided for by this Agreement.

C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

D. Business Associate shall immediately report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. The parties agree that this Section satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required, except on request as stated below. For purposes of this Agreement, such unsuccessful Security Incidents include, without limitation, activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service, and any combination of the above, so long as no such unsuccessful Security Incident results in unauthorized access, use, disclosure, modification, or destruction of Electronic PHI or interference with information system operations related to the Electronic PHI, and provided that, upon written request from Covered Entity, Business Associate will provide a log or similar documentation of unsuccessful Security Incidents for the period of time reasonably specified in Covered Entity's request. Successful Security Incidents will be reported to Covered Entity within three (3) business days of the date the successful Security Incident becomes known, or in the exercise of reasonable efforts should have been known, to Business Associate. If the successful Security Incident constitutes a Breach, the parties will proceed as required under this Agreement as to a Breach.

E. Business Associate shall ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate agrees to comply with the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information by entering into a contract or other arrangement that complies with 45 CFR 164.314. Business Associate shall be responsible for any violation of this Section VI.E. by any agent or subcontractor and shall indemnify and hold Covered Entity harmless from any and all claims related to any such violation of this Section VI.E.

F. Business Associate shall provide access, at the request of Covered Entity, in the time and manner requested by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. Business Associate will notify Covered Entity within three (3) business days of any requests for access received directly from an Individual.

G. Business Associate shall, as directed by Covered Entity, provide Individual(s) with access to their Protected Health Information in an electronic format and transmit such information in electronic format directly to an entity specified by the Individual, to the extent the Individual's Protected Health Information is Covered Entity's Protected Health Information and is held or controlled by Business Associate, in accordance with HIPAA.

H. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. Business Associate will notify Covered Entity within three (3) business days of any requests for amendments received directly from an Individual.

I. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary, for purposes of the Covered Entity and/or Secretary determining compliance with HIPAA.

J. Business Associate shall document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in timely manner, information collected in accordance with this Section VI.J., to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate shall maintain, and upon request with reasonable notice and at no cost to Covered Entity, provide Covered Entity with an accounting of uses and disclosures of Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

K. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

L. Subject to receiving notice as described in Section VIII herein, Business Associate agrees to abide by any restriction on the use or disclosure of Protected Health Information agreed to by Covered Entity including, without limitation, agreements required by HIPAA not to disclose an item or service paid for entirely out-of-pocket by an individual to a Health Plan for payment or health care operations purposes, unless such disclosure is Required by Law.

M. Business Associate shall ensure that all Protected Health Information that it uses or discloses for or on behalf of Covered Entity resides at all times within the continental United States of America and is not accessed by, or otherwise disclosed to, any person located outside of the continental United States of America.

N. Business Associate agrees to train its employees who handle Covered Entity's Protected Health Information or SUTI about Business Associate's obligations and permitted uses and disclosures under HIPAA, 42 CFR Part 2, and this Agreement.

VII. REPORTS TO COVERED ENTITY.

A. Reporting to Covered Entity. Business Associate shall report to Covered Entity within five (5) calendar day(s) after Business Associate becomes aware of the occurrence of any of the following events (each a "Reportable Event"):

- (a) any use or disclosure of Protected Health Information or SUTI not provided for by this Agreement;
- (b) any Security Incident that is not an Unsuccessful Security Incident; or
- (c) any acquisition, access, use or disclosure of Unsecured Protected Health Information or SUTI in a manner not permitted by HIPAA or 42 CFR Part 2.

A Reportable Event shall be treated as known or discovered by Business Associate as of the earliest of (a) the first day on which such Reportable Event is known by Business Associate or any Representative of Business Associate, or (b) the date on which such Reportable Event would have been known to Business Associate or any Representative of Business Associate other than the person causing the Reportable Event through the exercise of reasonable diligence.

The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents, which Unsuccessful Security Incidents shall not be deemed "Security Incidents" or "Reportable Events" for purposes of this Section VII.A and for which no additional notice to Covered Entity shall be required.

B. Content of Reports. The reports made to Covered Entity pursuant to Section VII.A shall include all relevant facts concerning the Reportable Event, including, without limitation, the information set forth in this Section VII.B and all other relevant information as may be reasonably requested by Covered Entity or required by HIPAA or 42 CFR Part 2:

- (d) A description of the Reportable Event, including what happened, the date on which the Reportable Event occurred and, if different, the date on which the Reportable Event was discovered by Business Associate;
- (e) The identity of each Individual impacted by the Reportable Event, including, without limitation, each Individual whose Unsecured Protected Health Information or SUTI has been, or is reasonably believed by the Business Associate to have been, acquired, accessed, used or disclosed;
 - (a) The types of Unsecured Protected Health Information or SUTI involved in the Reportable Event;
 - (b) Any steps an Individual should take to protect themselves from the adverse impacts of the Reportable Event; and

(c) What Business Associate is doing to investigate the Reportable Event, to mitigate harm to Individuals associated therewith and to protect against the occurrence of any further Reportable Event(s).

Business Associate's failure to discover, locate or identify any of the foregoing information shall not be deemed to permit Business Associate to delay making a report within the timeline required by Section VII.A. For the avoidance of doubt, Business Associate (a) shall provide Covered Entity with notice in accordance with the timelines set forth in Section VII.A, which notice shall include all information then known to Business Associate, (b) shall, both prior to and following the making of such initial report, endeavor to discover all such information and (c) shall promptly update Business Associate's prior reports to incorporate any newly discovered information.

C. Investigation; Cooperation. Business Associate will cooperate with Covered Entity's investigation and/or risk assessment with respect to any Reportable Event (whether or not actually reported by Business Associate to Covered Entity), shall abide by Covered Entity's decision with respect to whether any such Reportable Event constitutes a "Breach of Unsecured PHI" for purposes of the Breach Rule and shall follow Covered Entity's instructions with respect to any such Reportable Event, including, without limitation, the following:

- (1) If the Reportable Event involves fewer than five hundred (500) Individuals, Business Associate will maintain a log or other documentation of such Reportable Event which contains such information as would be required to be included if the log were maintained by the Covered Entity pursuant to 45 CFR 164.408, and provide such log to the Covered Entity within five (5) business days of the Covered Entity's written request; and
- (2) If and to the extent deemed appropriate by Covered Entity, Business Associate shall comply with the notification requirements set forth in Section VII.D.

D. Required Notifications.

(1) If notification of a Reportable Event is required pursuant to Section VII.C, Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and content of, and Business Associate shall be responsible for the costs associated with the provision of, written notice of the Reportable Event, which notice shall be provided to the following persons:

- (i) each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed as a result of the Reportable Event to the extent required under 45 CFR 164.404;
- (ii) to the media to the extent required under 45 CFR 164.406; and
- (iii) to the Secretary to the extent required under 45 CFR 164.408.

(2) If the Breach of Unsecured Protected Health Information impacts covered entities other than Covered Entity, such that Business Associate plans to provide and/or coordinate the provision of the notifications required by law and set forth in Section VII.D on behalf of all covered entities impacted by such Breach of Unsecured Protected Health Information, Covered Entity may, but is not required to, be included within such notification process and Business Associate shall make all notifications on behalf of Covered Entity consistent with all requirements of applicable law. Unless waived in writing by Covered Entity, before

sending any notice to any third party, including, without limitation, any Individual(s), the media and/or the Secretary, Business Associate shall first provide a draft of the notice to the Covered Entity.

(3) In the event Covered Entity has not waived its right to review pursuant to Section VII.D, Covered Entity shall review and provide comments with respect to such draft notice within five (5) business days following receipt (plus any reasonable extensions); provided, however, that Business Associate shall not send any notice without Covered Entity's approval. Any notice required pursuant to Section VII.D shall be provided without unreasonable delay but no later than on the date required by HIPAA or this Agreement.

(4) Notwithstanding the provisions of this Agreement or the Contract to the contrary, information related to the Breach of Unsecured Protected Health Information provided by Business Associate to Covered Entity shall not be considered confidential or proprietary information of Business Associate and Covered Entity shall be permitted to disclose any such information as necessary to provide the notices described in this Section VII.D or to otherwise respond to inquiries as necessary to fulfill Covered Entity's legal obligations or to comply with HIPAA and 42 CFR Part 2.

VIII. OBLIGATIONS OF COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF INDIVIDUAL RESTRICTIONS.

Covered Entity will notify Business Associate of any restriction on the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with the Privacy Rule, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information, including agreements required by HIPAA not to disclose an item or service paid for entirely out-of-pocket by an Individual to a Health Plan for payment or health care operations purposes, unless such disclosure is required by law.

IX. QUALIFIED SERVICE ORGANIZATION AGREEMENT.

Covered Entity and Business Associate hereby agree that this Agreement constitutes a Qualified Service Organization Agreement ("QSOA") as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, 42 CFR Part 2. This includes but is not limited to, resisting any efforts in judicial proceedings to obtain access to the Protected Health Information, pursuant to 42 CFR Part 2. Notwithstanding the additional confidentiality and privacy protections required by 42 CFR Part 2, Business Associate acknowledges and agrees that SUTI remains Protected Health Information and shall be protected by the provisions of this Agreement and HIPAA (including, without limitation, the Privacy Rule), and that the requirements of 42 CFR Part 2 supplement and do not diminish the privacy protections under this Agreement or the Privacy Rule. Accordingly, except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

X. TERM; TERMINATION AND EFFECT OF TERMINATION.

A. Term. This Agreement shall be co-terminus with the Contract and shall automatically terminate or expire upon the termination or expiration, as applicable, of the Contract, unless terminated earlier pursuant to this Section X.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall at its option:

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
- (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible;
- (3) If neither termination nor cure is feasible, report the violation to the Secretary; and/or
- (4) Immediately terminate the Contract.

C. Effect of Termination.

- (1) Except as provided in Paragraph (3) of this Section X.C., upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors and agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information. Business Associate shall provide a written certification that all such Protected Health Information has been returned or destroyed.
- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written certification of the conditions that make return or destruction infeasible. If Covered Entity agrees that the conditions described by Business Associate make return or destruction infeasible, which agreement will not be unreasonably withheld, it will notify Business Associate in writing, and in lieu of return or destruction, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- (3) Should Business Associate make an intentional or grossly negligent Breach of Protected Health Information in violation of this Agreement or HIPAA, Covered Entity shall have the right to immediately terminate any contract, including this Agreement, then in force between the parties, including the Contract.
- (4) Upon termination of this Agreement or the Contract for any reason, Business Associate shall ensure the compliance with this Section X by all agents and subcontractors of Business Associate.

XI. OTHER LAWS.

Business Associate hereby agrees to comply with 42 CFR Part 2. In the event of a conflict among 42 CFR Part 2 and the HIPAA Privacy and Security Rules, the Business Associate shall comply with the more restrictive protection requirement.

XII. INDEMNIFICATION.

Business Associate hereby agrees to defend (at the option of Covered Entity), indemnify and hold harmless Covered Entity and its agents, shareholders, employees, officers, and directors against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorney's fees) asserted against or incurred by Covered Entity or its agents, shareholders, employees, officers, and directors as a result of, or failure to comply with, the provisions of this Agreement or HIPAA by Business Associate, its subcontractors, or its agents. In the event of a claim under this Agreement (a "Claim"), Covered Entity shall promptly notify Business Associate, and Covered Entity shall engage qualified legal counsel reasonably acceptable to Business Associate to represent Covered Entity as to the Claim, at Business Associate's sole expense. Covered Entity will not settle any Claim without the consent of Business Associate, which consent will not be unreasonably withheld or conditioned. This indemnity obligation will expressly survive the termination of this Agreement for any reason. No provision concerning limitation or liability under the Contract shall apply to Business Associate's obligations under this Agreement.

XIII. RIGHT TO INJUNCTIVE RELIEF.

Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to injunctive relief with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

XIV. MISCELLANEOUS.

A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, 42 CFR Part 2, or HIPAA means the section as in effect and as amended.

B. Amendment. To the extent the Privacy Rule, the Security Rule, HIPAA or other applicable law are amended in the future and to the extent that such amendments contain requirements or provisions not already contained in this Agreement that are required to be incorporated into this Agreement, the parties agree that either (i) this Agreement shall be deemed to be automatically amended to the extent necessary to incorporate such additional requirements or provisions, or (ii) if determined necessary by Covered Entity, the parties will enter into an amendment to this Agreement in order to incorporate any such additional requirements or provisions. Except for those amendments occurring by operation of law, this Agreement can only be modified in writing signed by both parties.

C. Survival. The respective obligations of Business Associate pursuant to this Agreement shall survive the termination of this Agreement.

D. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, 42 CFR Part 2, and other applicable laws. In the event of a conflict between this Agreement and any other agreement between the parties, the terms of this Agreement shall govern unless the parties specifically state otherwise.

E. Notices. All notices pursuant to this Agreement shall be given in writing to the address listed above in this Agreement.

F. Full Force and Effect. Except as explicitly modified herein, the Contract shall remain in full force and effect.

G. Consideration. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

H. Subpoenas, Court Orders, and Governmental Requests. If Business Associate receives a court order, subpoena, or governmental request for documents or other information containing Protected Health Information, Business Associate will use its best efforts to notify Covered Entity of the receipt of the request, as permitted by law, within two (2) business days and provide Covered Entity an opportunity to respond. Business Associate may comply with such an order, subpoena, or request as Required by Law.

I. Construction and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to any conflict of laws provisions.

J. Independent Contractor, Not Agent. For purposes of this Agreement, the Contract, and HIPAA, Business Associate, at all times, shall be considered and deemed to be an independent contractor, and not an Agent, of Covered Entity.

K. No Assignment. Covered Entity has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's duties under this Agreement may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of the Covered Entity. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. An executed Agreement delivered by facsimile or other electronic transmission shall be treated as if original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

COVERED ENTITY:

Richmond Behavioral Health Authority

By: _____

Name:

Title:

BUSINESS ASSOCIATE:

[Name]

By: _____

Name: _____

Title: _____

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