

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

CONTRACT AWARD COVERPAGE

TO: PATHWAY HOMES, INC. 10201 FAIRFAX BOULEVARD SUITE 200 FAIRFAX, VA 22030	DATE ISSUED: FEBRUARY 21, 2023
	CONTRACT NO: 22-DHS-RFPLW-337A
	CONTRACT TITLE: LONG-TERM RESIDENTIAL SERVICES, ASSISTED LIVING FACILITY (ALF)

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

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DHS-RFPLW-337A including any attachments or amendments thereto.

EFFECTIVE DATE: AGREEMENT DATE OF EXECUTION

EXPIRES: MAY 31, 2024

RENEWALS: NINE (9) ADDITIONAL 12-MONTH PERIODS FROM JUNE 1, 2024 TO MAY 1, 2033

COMMODITY CODE(S): 95208, 95249, 95205, 95259, 95278, 95262

LIVING WAGE: Y

ATTACHMENTS:

AGREEMENT No. 22-DHS-RFPLW-337A

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: SYLISA LAMBERT-WOODARD

VENDOR TEL. NO.: (703) 876-0390

EMAIL ADDRESS: LAMBWOOD@PATHWAYHOMES.ORG

COUNTY CONTACT: SUZANNE SOMERVILLE

COUNTY TEL. NO.: (703) 228-7340

EMAIL ADDRESS: SSOMERVILLE@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Meloni Hurley

Title: Assistant Purchasing Agent

Date: February 21, 2023

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 22-DHS-RFPLW-337A

THIS AGREEMENT is made, on **February 21, 2023**, between **Pathway Homes, Inc.** (“Contractor”), a Virginia non-profit organization located at 10201 Fairfax Boulevard, Suite 200, Fairfax, Virginia 22030, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Living Wage Forms
- Exhibit D – Living Wage Quarterly Report
- Exhibit E – Business Associate Agreement
- Exhibit F – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit G – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit H – Contractor COVID-19 Employee, Volunteer, and Contractor Vaccination Policy
- Exhibit I – Contractor COVID-19 Vaccination Certification
- Exhibit J – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is to provide Long-term Residential/ Assisted Living Facility Services (ALF) for Individuals with Serious Mental Illness and/or Co-Occurring Disorders. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of execution and must be completed no later than May 31, 2024 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than nine (9) additional 12-month periods, from June 1, 2024, to May 1, 2033 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until May 31, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Monthly invoices shall be for 1/12 payment of the total annual expenses of \$1,832,224.18 (approximately \$152,685.35). Once residents begin transitioning into the Assisted Living Facility, the monthly invoice will be less any revenue collected on behalf of the residents from Social Security, private pay, and auxiliary grants from the prior month. At the beginning of the month following the Notice of Award, the monthly invoice shall also include Start-up Acquisition Costs and the first and

last month security deposit, together not to exceed \$214,750.00. The remaining \$70,120.00 in One Time Start Up Costs shall be paid on a reimbursement basis.

The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the

County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. BACKGROUND CHECK

All employees and subcontractors whom the Contractor assigns to work on this Contract must complete and pass a criminal background check and a Virginia Central Registry check through the Virginia Department of Social Services. The Contractor, its employees and subcontractors shall also complete credentialing and background check(s) as required by insurance companies, licensing and regulatory agencies. The Contractor shall be responsible for these background check requirements. The Contractor must inform the County immediately of any findings involving its employees or subcontractors assigned to work on this Contract. Any finding may result in the immediate removal of the employee or subcontractor from the Contract at the County's discretion.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager and the ALF Administrator, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications and the start date or end date associated with the removal or replacement.

If the approved Project Manager or the ALF Administrator must be absent for 30 days or more, the Contractor must provide an interim Project Manager or ALF Administrator, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

21. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits I and J). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, Contractors may email contractorvaccineinfo@arlingtonva.us.

22. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

Upon termination of the Contract for any reason, the Contractor will collaborate with the County as needed to transition clients to a new facility or facilities, as detailed in the Transition Requirements in Exhibit A. This may, at the County's discretion, include continuing to provide the services described in this Contract for a period to be determined by the County.

23. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for

any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

25. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

26. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

27. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records;

personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment F and G) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

29. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

30. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

31. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

32. RELATION TO COUNTY

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

33. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

34. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g., separate title sheets or chapter dividers)

35. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

36. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

37. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

39. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

40. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

41. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

42. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

43. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

44. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

45. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

46. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

47. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

48. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

49. NOTICES

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

TO THE CONTRACTOR:

Sylisa Lambert-Woodard, President & CEO
Pathway Homes, Inc.
10201 Fairfax Boulevard, Suite 200
Fairfax, Virginia 22030
Phone: (703) 876-0390
Email: lambwood@pathwayhomes.org

TO THE COUNTY:

Suzanne Somerville, Project Officer
Arlington County, Virginia
2120 Washington Blvd., 4th Floor
Arlington, VA 22204
Phone: (703) 228-7340
Email: ssomerville@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

50. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

53. HIPAA COMPLIANCE

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit E). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act ("HITECH"), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

54. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

55. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit C);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit C;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

56. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from

insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of “A-“ or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer’s liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Professional Liability/ E&O - \$1,000,000 per occurrence/claim
- d. Medical Malpractice - \$2,500,000 per occurrence or the annual amount the state of VA requires, whichever is greater.
- e. Umbrella/Excess Liability - \$1,000,000 per occurrence/claim
- f. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- g. Crime Liability or Employee Dishonesty Bond - \$500,000 per occurrence.
- h. Abuse and Sexual Molestation Liability - \$1,000,000 per occurrence.
- i. Property Insurance to the amount of the contents, business interruption, and buildings/property replacement cost, if applicable.
- j. Cyber Liability Insurance - \$1,000,000 per occurrence.
- k. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- l. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- m. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

n. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

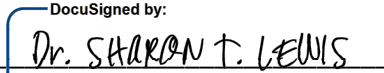
57. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

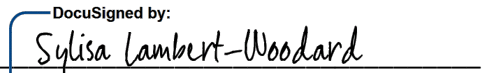
PATHWAY HOMES, INC.

AUTHORIZED SIGNATURE: 

NAME: Dr. Sharon T Lewis

TITLE: Purchasing Agent

DATE: 2/21/2023

AUTHORIZED SIGNATURE: 

NAME: Sylisa Lambert-Woodard

TITLE: Pres & CEO

DATE: 2/21/2023

EXHIBIT A

SCOPE OF SERVICES

Services rendered under this contract shall be provided in compliance with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) definitions in the Core Services Taxonomy Version 7.3, specifically Group Homes, Intensive Residential Services (521). The core service taxonomy is found [here](#).

The Contractor must keep active state operational licenses and permits for its facilities and programs throughout the contract period.

I. LONGTERM RESIDENTIAL SERVICES – ASSISTED LIVING FACILITY – INDEFINITE STAY

A. Target Population

The Contractor shall serve the following Target population:

- Adults (aged 18 years or older)
- Clients diagnosed with a serious mental illness (SMI) and some with concurrent substance use disorder
- Residents of Arlington County and served by the DHS Behavioral Healthcare Division

1. Referrals

All clients will be referred by the County. The County Project Officer will coordinate the referral efforts with the Contractor to promote efficient client transitions. Any reservations by the Contractor to accept a County referral who otherwise meets admission criteria will be forwarded to the Project Officer who will review the Contractor’s justification. The County will make all final referral decisions.

The Project Officer will schedule and facilitate periodic admissions meetings to evaluate and prioritize all potential referrals and monitor new client admissions. The Contractor shall provide a representative for this meeting.

2. Discharges

The Contractor shall collaborate with the BHD treatment team regarding any potential discharges. Final discharge decisions will be made by the Project Officer.

The Contractor shall complete discharge documentation. Discharge documentation must include: a description of the reasons for the discharge, a final evaluation summary of the client’s progress toward goals in the service plan, and a plan developed with the client and BHD Case Manager regarding the client’s continuing and/or future service needs.

B. General Requirements

The Contractor shall be responsible for the following:

1. Provide long-term residential services for a minimum of 15 targeted clients per day, 365 days per year.
2. Provide one or a combination of single-family or townhomes suitable to accommodate a minimum of 15 clients per day. Ideally, a private bedroom will be provided for each resident. The housing must accommodate the various physical and service needs of Arlington Behavioral Healthcare Division (BHD) clients and be in compliance with the Virginia Department of Social Services (DSS) regulations found [here](#) and Arlington County zoning regulations found [here](#).
 - a. Each home must have a sufficient kitchen facility, living space and bathrooms to accommodate a minimum of 15 residents per day. Ideally, each home or townhome must have one full bathroom for every three residents.
 - b. Each home must have a wi-fi enabled computer and landline telephone available for client use.
 - c. The home(s) should have proximity to a bus or Metro stop; if this is not the case, alternative transportation options must be offered to the clients.
3. Provide an inventory for all furniture at contract start; keep inventory up to date. Furniture will be the property of the Contractor at the end of the contract.
4. Housing Management: Provide basic housing management functions to include:
 - a. Lease the units to clients, and collect a monthly fee per Virginia licensing requirements found [here](#).
 - b. Furnish the bedrooms with appropriate furniture pieces, at a minimum a twin bed and nightstand per person and a shared dresser, table, chair, and lamp(s). The Contractor will replace furniture when broken, damaged or no longer in good condition as a result of wear and tear, as determined by the County. Furniture will be replaced at the Contractor's expense.
 - c. Furnish common areas and equip kitchen with appliances, dishes, and other necessary items. The Contractor will replace items as needed, at its own expense.
 - d. Pay housing related expenses, including utilities, property tax, insurance, and maintenance contracts.
 - e. Conduct inventory of client property at admission and discharge and maintain a copy of the inventory in the clients' charts.
5. Housing Maintenance: Maintain the structural, mechanical, electrical, and plumbing systems of the housing units including:
 - a. Ensure the routine maintenance and preventive maintenance are performed in a timely and efficient manner. Emergency building maintenance situations must be addressed immediately.
 - b. Ensure the homes and units are free of hazards and kept clean and free of rubbish.

6. Assisted Living Facility Staffing

- a. All staff performing clinical functions must be Qualified Mental Health Professionals (QMHPs).
- b. Preferred bi-lingual capacity (Spanish).
- c. Collaborate with the County to determine the most appropriate staffing adjustments necessary to accommodate acute crisis situations as necessary.
- d. Follow staffing, training, and supervision requirements for State of Virginia Licensed Assisted Living Facility Standards found [here](#).

7. Assisted Living Facility Clients' Service Planning and Coordination

- a. Use a person-centered planning approach. Clients should be expected, to the extent that they choose, to chair their planning meetings. The Contractor is expected to seriously consider client feedback, to be primarily future focused and responsive to clients' needs, and to afford clients respect as the prime director of their service types and delivery.
- b. Include the following members of the client's Interdisciplinary Team (IDT) in the planning meeting: Contractor's staff, BHD Case Manager, family members, other service providers and other social supports as requested by the client when possible.
- c. Provide all services and documents in the client's preferred language in compliance with Executive Order 13166, Title VI of the Civil Rights Act of 1964.
- d. Develop an Individual Service Plan (ISP) for each client within one week of admission. The ISP must be updated as goals change. The individual ISP shall describe the Contractor's responsibilities regarding services provided as well as the client's responsibilities and expectations. The ISP must be person-centered and address goals related to increased independence, such as community skill development, and the transition into permanent independent living situations and be consistent with BHD's ISP developed by the BHD Case Manager.
- e. Notify the County Project Officer and Case Manager of any incidents that affect the safety and physical or mental wellbeing of the residents and submit a written incident report to the County Project Officer within 24 hours of the incident.
- f. Upon contract start, submit ISP formats to be used to the Project Officer for review and approval. The ISP must be typed.
- g. ISP must be provided to both the client and the BHD Case Manager no later than 10 business days following the planning meeting. ISPs will be reviewed by the County and included into the BHD ISP.
- h. Coordinate the planning of the periodic meetings of the IDT Team with the BHD Case Manager. The Contractor shall be responsible for the arrangement of a private place for the meeting, approved by the client.
- i. Encourage clients to chair their own IDT meetings. The County's assigned BHD Case Manager will be supporting clients in this role.
- j. Update functional assessment (i.e., DLA-20, ASAM) for each client and submit it to the BHD Case Manager prior to each IDT review meeting.

- k. Complete reviews of clients' progress based on the ISP and on-going assessments at least quarterly. The precise schedule of review due dates will be negotiated between Contractor staff and the BHD Case Manager.
- l. Provide clients assistance and encouragement in the development of natural supports and friends among neighbors and associates with or without disabilities.
- m. Collaborate with clients' families, guardians or advocates for visits, social activities, or any other personal matters according to the expressed requests of the client. This collaboration shall include periodic contact with family for purposes of orientation and ongoing collaboration. This shall also include telephone access to staff and clients in case of an emergency.
- n. Provide assistance with transportation for clients to support their established goals and objectives. Encourage clients to use public transportation when available. Provide clients with travel training prior to the trip. Coordinate with other areas of service provision, including day support and BHD outpatient services, is essential.
- o. Provide psycho-social therapeutic and recreational opportunities appropriate to the needs of each client, the setting, and the expressed requests of the client.
- p. Provide services that are growth-oriented and are designed to contribute to clients' recovery, are trauma informed and encourage self-empowerment.
- q. Provide training and development opportunities for clients to address the following areas: functional self-help, personal care, daily living skills, adaptive behavioral skills for community and home environments, social skills, preparation of healthy meals, housekeeping, hygiene skills, money management, and self-administration of medication.
- r. Provide clients with nutritional guidance and meal planning/preparation.
- s. Conduct monthly update meetings with each client's BHD Case Manager.
- t. In conjunction with the BHD Case Manager, provide monitoring and documentation of clients' finances as needed and directed within the scope of each client's service plan.
- u. Coordinate client discharge planning with the Project Officer, the BHD Case Manager, the individual, and other relevant IDT members. Discharge planning shall include transitioning to alternative services that address the needs of the individual.
- v. Provide efficient monitoring and documentation of the health and physical condition of clients and assistance with medication and/or other medical needs consistent with the licensing requirements. Monitoring will include laboratory referrals and metabolic monitoring consistent with best practice guidelines.
- w. Provide nursing services to the clients of the group homes/ALF for the purpose of providing regular assessment of the healthcare needs of the clients, coordinating care with treating physicians, submitting referrals for healthcare services as needed, and medication monitoring.
- x. Implement medication management policies and procedures.
- y. Comply with all Virginia Department of Social Services (VDSS) Licensing Requirements and Regulations (found [here](#)) and Arlington County Zoning Regulations (found [here](#)).
- z. Services shall be provided in compliance with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) definitions in the Core Services Taxonomy

Version 7.3; specifically, domiciliary care, Supervised Residential Services (551) found [here](#).

8. Assisted Living Facility Required Program Policies and Procedures

Ensure that the Contractor has policies and procedures in place that adhere to the Virginia Department of Social Services standards found [here](#).

C. Assisted Living Facility Performance Expectations

Submit reports and/or data that documents compliance with the best practice performance measures in each of the categories below, to be presented to the Project Officer for review and approval within six (6) months of the contract award and every six months thereafter. The Contractor shall submit resulting reports in a format approved by the Project Officer. The Contractor shall provide updates about performance measures monthly as part of its monthly reports.

Best Practice Performance Measures

1. Maintain active state licensure of the facility.
2. Ensure staff development and document that 100% of staff have received at least three specialized trainings or other developmental opportunities on mental health conditions that exceed licensure or training requirements during the fiscal year. The Contractor will document that 100% of new hires receive orientation on mental health services prior to providing direct services to clients.
3. Comply with state staffing regulations for the duration of the Contract.
4. Ensure that 90% of residents are encouraged to participate in community-based activities at least four times per month. Engagement in the community is defined by recreational, social, physical, or faith-based activities. Activities must be documented.
5. Implement an evidence-based fall prevention program and meet the goal of fewer than five falls per 1000 resident bed days.
6. Ensure that there are robust on-call emergency procedures for incidents related to medications, mental health crises, and medical issues.
7. Within 30 days of execution of the Contract, submit annual individual survey questions and forms to the Project Officer for approval. Completed survey forms from all residents are due to the Project Officer by July 31 of each year. Annual individual surveys shall cover the period of July 1 – June 30.
8. By the 30th of each month, submit the following data for the prior month to the County's Project Officer:

- a. Number of admissions
 - b. Number of discharges (with reasons)
 - c. Successful transitions to more independent living situations
 - d. Number of hospitalizations (with reasons)
 - e. Staffing issues (Hires, Separations, Trainings, etc.)
 - f. Incident reports (trends and types of incidents)
 - g. Facility concerns and issues
 - h. Quality assurance activities, findings, and corrections related to resident care and nursing
 - i. Any other outcome measures, including, but not limited to employment and education opportunities data and statistics, as required by the Project Officer.
9. Implement Virginia Department of Social Services (DSS) recommendations and any corrective action identified during DSS audits and monitoring.
 10. Conduct client and family satisfaction survey instruments and report the results to the County Project Officer.
 11. Ensure that the medication error rates remain below 2%. Medication errors include: wrong person, wrong dosage, wrong medicine, wrong time, wrong route, medication administered but not recorded, medication reported missing, missed medications, pharmacy non-delivery, missed medications due to staff error and other medication errors. Medication management policies and procedures must comply with state regulatory standards.
 12. Submit reports as required by the Project Officer.

II. ADDITIONAL PROGRAM REQUIREMENTS

A. Risk Management

1. Submit to the County Project Officer a plan for the identification and evaluation, regular monitoring, and reduction or elimination of risks that may contribute to an unsafe environment. The plan is due the Project Officer within 30 days of the execution of this Agreement. The Plan will be reviewed and approved by the County Project Officer.
2. Within 30 days of the execution of this Agreement, submit to the County Project Officer an emergency plan that includes policies regarding the handling of natural disasters such as floods, storms, fire and other weather-related closings.
3. Establish an internal 24-hour emergency response plan and procedures to address emergency situations as quickly as possible. Ensure that clients are trained and maintain a working knowledge of the plan's provisions by conducting quarterly drills. Notify the County within 10 working days of any changes to this plan. The plan is subject to the review and approval by the County.

4. Within 30 days of the execution of this Agreement, submit to the County Project Officer written procedures to ensure the safety of clients transported in company-owned vehicles. Procedures shall at a minimum have guidelines and standards for the drivers, background checks, driver's license checks and company car maintenance requirements. The procedures are due to the Project Officer for review and approval within 30 days of the execution of this Agreement.

B. Personnel

1. Maintain adequate staffing levels for each program to fulfill the requirements of this Contract. Staff must be qualified for the work.
2. Administrative managerial staff shall be available for consultation with the County during business hours (Monday through Friday, 8 am to 5 pm).
3. Within 30 days of the execution of this Agreement, submit to the Project Officer staff training and retention plans that fulfill contract requirements.
4. Contractor's personnel management records shall include, at a minimum, the following:
 - a. Written job descriptions: All positions shall have updated job descriptions in the employee files. The job description shall list required qualifications for the position as well as responsibilities and essential functions.
 - b. Training and Education: Documentation of education and training shall be kept in the employees' files. The Contractor shall provide annual training in standards of conduct, employee ethics, conflicts of interest, employee performance evaluations, and equal employment opportunity. The Contractor will also provide appropriate initial employee orientation.
 - c. Performance Evaluation: Conduct periodic evaluations and assessments of employees' performance and include documentation in the employees' files. Provide an opportunity for clients served under this Contract to provide feedback for the staff performance evaluations.
 - d. Human Resource Policies: Document established personnel policies and procedures, including standards of conduct, employee ethics, conflicts of interest, employee performance evaluations, equal employment opportunity, appropriate initial employee orientation, and benefits.
5. Ensure that staff are trained and/or certified in the following areas within 60 days of hire (Note: Training must be tracked per employee and be available for audit by the County):
 - a. Contractor policy on client confidentiality rights of clients, including the protection of confidentiality and prevention of any types of abuse
 - b. Principles of normalization, respect for the individual, enhancement of informed choice, person-centered care, recovery principles and least restrictive alternatives among services
 - c. Service documentation procedures

- d. Health maintenance, to include control of infectious disease, and safety-related monitoring
- e. Crisis prevention and intervention
- f. First aid, and CPR
- g. Reporting requirements and other issues related to the service of this contract.
- h. Knowledge and applicability of a person-centered approach to delivery of services under this contract
- i. Principle of community inclusion accompanied by information about community resources.
- j. Behavior management principles and the appropriate implementation of client behavior management programs
- k. Therapeutic techniques appropriate to the clients served
- l. Aftercare and follow-up procedures
- m. Virginia human rights regulations found [here](#)
- n. Service documentation procedures
- o. Evidence-based clinical practices in the treatment of substance use disorder and co-occurring mental health disorders
- p. The role of medication assisted treatment as it relates to recovery from Opioid Use Disorders
- q. The safe administration of opioid antagonist medications, such as naloxone

C. Accommodation for Clients with Special Needs

1. Behavioral Needs: Clients receiving therapeutic services shall remain integrated into their home environment unless crisis conditions warrant interventions off-site (e.g., hospitalization). Close information-sharing and coordination is expected with the County Project Officer and assigned BHD Case Managers to prevent and address crises. When behavior management strategies are employed, the least restrictive treatment strategies should be implemented, with an emphasis on positive, proactive strategies. All therapeutic strategies must be used in strict conformance with the authorized human rights protocols found [here](#).
2. Language and Cultural Needs: The Contractor shall have the capacity to accommodate the needs of clients of diverse languages and cultural backgrounds reflective of the population found in the County. A plan will be developed with the Project Officer for clients with special cultural needs who may need further accommodations.

D. Budget and Finances

The Contractor shall devise and implement a plan for collection of resident rental fees in accordance with industry regulations. Additionally, the Contractor must document efforts to collect the fees and reasons for unsuccessful collection. The Contractor shall bear financial responsibility for collecting all rental fees unless an exception is granted by the County. The Contractor shall not collect any additional fees. The fees collected from clients must be subtracted from the total costs charged to the County and included on monthly invoicing.

The Contractor shall provide to the County verification of revenue and client payment records upon request.

E. Transition Requirements

When the Contract terminates for any reason, the Contractor shall collaborate with the County in order to successfully transition clients to a new contractor's facilities as follows:

1. Continue all operations and reporting per the terms of the Contract for the duration determined by the County.
2. Participate actively and in good faith with the County and new contractor, as needed, to plan for and carryout client relocation.
3. Assist and facilitate client relocation, including packing client property and other necessary preparations as determined by the County.
4. In collaboration with the County, communicate information clearly and timely to clients regarding their relocation to mitigate challenges and anxiety.
5. Turn over all hardcopy client records requested by the Project Officer to the County. Records are due to the County within 15 days of a new contract award. Updated records that reflect services rendered during the transition period are due to the Project Officer within 15 days of contract termination. Hardcopy records include, but are not limited to:
 - a. Psychosocial Assessment
 - b. Treatment Plan
 - c. Medical Screening
 - d. Risk Screening
 - e. Daily Living Activities (DLA20)
 - f. Doctor's Orders
 - g. Nutritional Plan
 - h. Face Sheet
 - i. Uniform Assessment Instrument
6. Within 15 days of contract termination, provide an error-free Consolidated Clinical Document (CCD) in electronic Comma Separated Value (CSV) format for each client that includes, but is not limited to:
 - a. Patient demographics
 - b. Patient history
 - c. Medications
 - d. Allergies
 - e. Procedures
 - f. Encounters
 - g. Problem lists
 - h. Diagnosis
 - i. Lab results

- j. Immunizations
- k. Health risk factors

F. COVID – 19 Mitigation Program

Develop, together with the County, appropriate COVID-19 protocols to provide for the safety of residents, workers and visitors to the facility in accordance with: Exhibit H; current guidance from the Centers from Disease Control and Prevention (CDC); Equal Opportunity Commission; State of Virginia Department of Health and Human Services; and in compliance with all applicable federal, state, and local laws. The COVID-19 protocols shall require, at a minimum: Contractor employees, volunteers and sub-contractors to be vaccinated for COVID-19 and all subcontractors or vendors performing maintenance-related work to be fully vaccinated in order to work at non-vacant sites.

G. Role of the County

1. For all BHD clients served by the Contractor, the County will provide access to behavioral health crisis intervention, assessment, case management, employment/vocational supports, psychosocial day program, counseling, psychoeducation, and psychiatric and medication services, where appropriate and under eligibility guidelines of the relevant programs and in accordance with DHS intake procedures.
2. Refer clients to the facilities.
3. Designate a Project Officer to serve as the primary contact and to work directly with the Contractor to monitor the administration of services and address issues as they may arise. The Project Officer will:
 - a. Determine acceptability of all reports, materials and work products called for in this Agreement
 - b. Distribute all relevant communications such as announcements from DHS, BHD, and DBHDS and other documents
 - c. Coordinate the referral process, including the maintenance of a waiting list for the residential services provided by the Contractor
 - d. Convene operations meetings with BHD and Contractor staff for reviewing current and future client placements
 - e. Conduct random site visits to monitor and assess the operations of the program, interview program participants, and address and resolve any program performance issues, review medication documentation and administration
 - f. Conduct periodic reviews of Contractor inventories of client property
 - g. Review program budgets, including any available Medicaid revenue reports detailing the amount of Medicaid revenue reimbursed to the Contractor during that period
 - h. Review changes to licensure and regulations relevant to the Contractor's and County staff
 - i. Discuss with stakeholders and resolve client issues

- j. Conduct a comprehensive performance appraisal at least once annually based on agreed upon performance indicators
 - k. Coordinate and assist the Contractor in resolving programmatic, familial, Arlington County CSB, and other County concerns and issues with the performance of this contract
 - l. Conduct a semi-annual service utilization review based on the Contractor's reports
 - m. Coordinate monitoring visits at least monthly to review clinical programming and organizational systems and processes
 - n. Review all invoices and authorize payment for services rendered
 - o. Conduct quality assurance reviews as required by the County based on information from staff, client files, policies and reports needed to complete the review. Such reviews may include, but are not limited to review of the budget, performance standards and any proposed program changes
4. Assign a BHD Case Manager for each client placed. The BHD Case Manager will:
- a. Work closely with Contractor staff to determine an individual's level of functioning via standard of care and functional assessments at the onset of services and periodically, as determined by state/County regulations or as an individual's needs change
 - b. Initiate referrals, actively monitor progress, and facilitate the provision of any needed mental health, substance use, and human services
 - c. Document and inform other appropriate staff and the Project Officer of significant changes in a clients' level of functioning

Exhibit B: Contract Pricing

<i>Annual Personnel Expenditures*</i>	FTE	Salary	Retirement	FICA	Health	Life	Other	Total Cost
Position Type 1								
Program Director	1.00	\$ 81,250.00	\$ 4,062.50	\$ 6,215.63	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 99,564.13
Position Type 1 Total	1.00	\$ 81,250.00	\$ 4,062.50	\$ 6,215.63	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 99,564.13
Position Type 2								
Residential Support Team Lead	1.00	\$ 72,500.00	\$ 3,625.00	\$ 5,546.25	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 89,707.25
Residential Support Team Lead	1.00	\$ 72,500.00	\$ 3,625.00	\$ 5,546.25	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 89,707.25
Position Type 2 Total	2.00	\$ 145,000.00	\$ 7,250.00	\$ 11,092.50	\$ 14,400.00	\$ 312.00	\$ 1,360.00	\$ 179,414.50
Position Type 3								
Registered Nurse	0.50	\$ 60,637.00	\$ 3,031.85	\$ 4,638.73	\$ 3,600.00	\$ 78.00	\$ 340.00	\$ 72,325.58
Position Type 3 Total	0.50	\$ 60,637.00	\$ 3,031.85	\$ 4,638.73	\$ 3,600.00	\$ 78.00	\$ 340.00	\$ 72,325.58
Position Type 4								
Residential Support Specialist	2.00	\$ 122,500.00	\$ 6,125.00	\$ 9,371.25	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 146,032.25
Residential Support Specialist	0.90	\$ 55,125.00	\$ 2,756.25	\$ 4,217.06	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 70,134.31
Residential Support specialist	6.00	\$ 367,500.00	\$ 18,375.00	\$ 28,113.75	\$ 43,200.00	\$ 936.00	\$ 4,080.00	\$ 462,204.75
Position Type 4 Total	8.90	\$ 545,125.00	\$ 27,256.25	\$ 41,702.06	\$ 57,600.00	\$ 1,248.00	\$ 5,440.00	\$ 678,371.31
Position Type 5								
Certified Nursing Assistant	1.00	\$ 46,250.00	\$ 2,312.50	\$ 3,538.13	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 60,136.63
Position Type 5 Total	1.00	\$ 46,250.00	\$ 2,312.50	\$ 3,538.13	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 60,136.63
Position Type 6								
Peer Recovery Specialist	1.00	\$ 47,376.00	\$ 2,368.80	\$ 3,624.26	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 61,405.06
Position Type 6 Total	1.00	\$ 47,376.00	\$ 2,368.80	\$ 3,624.26	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 61,405.06
Position Type 7								
Health & Human Services Assistant	0.80	\$ 40,000.00	\$ 2,000.00	\$ 3,060.00	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 53,096.00
Position Type 7 Total	0.80	\$ 40,000.00	\$ 2,000.00	\$ 3,060.00	\$ 7,200.00	\$ 156.00	\$ 680.00	\$ 53,096.00
Position Type 8								
Residential Support Specialist PRN	0.40	\$ 16,224.00	\$ -	\$ 1,241.14	\$ -	\$ -	\$ -	\$ 17,465.14
Position Type 8 Total	0.40	\$ 16,224.00	\$ -	\$ 1,241.14	\$ -	\$ -	\$ -	\$ 17,465.14
Total Personnel	15.60	\$ 981,862.00	\$ 48,281.90	\$ 75,112.44	\$ 104,400.00	\$ 2,262.00	\$ 9,860.00	\$ 1,221,778.34

<i>Annual Operating Expenditures*</i>	Total Cost
Communications (Phone, Internet, TV)	\$ 8,640.00
Postage	\$ -
Utilities	\$ 24,000.00
Generator Acquisition/Leasing	\$ 38,400.00
Rent - Building	\$ 213,600.00
Medical Equipment & Supplies	\$ 4,800.00
Staff Training	\$ 3,600.00
Medication Supplies	\$ 3,600.00
Operating Equipment & Supplies	\$ -
Repairs & Maintenance	\$ 12,000.00
Extermination	\$ 2,400.00
Grounds Maintenance	\$ 5,520.00
Vehicle Leasing	\$ 16,800.00
Property Insurance	\$ 4,800.00
Arts & Recreation	\$ 4,800.00
Cleaning Supplies & Monthly Services	\$ 13,200.00
Vehicle Transportation Operating Costs	\$ 9,600.00
Office Supplies	\$ 3,120.00
Food	\$ 75,000.00
Total Operating	\$ 443,880.00

Total Yearly Expenses	\$ 1,665,658.34
Admin/Mgt Fee	\$ 166,565.83
TOTAL Yearly Expenses	\$ 1,832,224.18
Total Monthly Expenses	\$ 152,685.35
Number of beds offered	\$ 15.00
Daily Cost	\$ 5,019.79
Cost Per Bed Per Day**	\$ 334.65

NOTE: The Contractor may increase any line item within the personnel and operating budget by up to 20% to effectively manage the requirements of the contract. However, in doing so, the Contractor must also reduce other line items so not to exceed the total personnel and operating budget amount.

****** In situations where a client is absent from the facility for more than two (2) days, the Cost Per Bed Day for that client will be reduced by 50% for the third day and beyond.

Absent is defined as a hospitalization or external medical treatment of any type or incarceration of the resident. This, however, does not apply if a resident leaves and returns to the Residence at will, provided the Resident informs the Facility he/she will be temporarily absent overnight, or for a longer period-of-time. In such event, the Resident shall continue to pay the full Monthly Service Fee even during any absence.

NOTE: Rent and fee revenue collected from or on behalf of clients will be subtracted from the Total Monthly Expenses for invoicing purposes to reduce the cost to the County.

One Time Start Up Costs (please enter brief description of each item and add rows as necessary)	Cost
Technology/Computers/Televisions	\$7,000
Start up Acquisition & ADA Renovations	\$100,000
Furnishings: Beds/Dressers, Common Areas, Kitchen, Bathroom Wares, Bedroom Linens	\$60,000
Other/Office Supplies	\$3,120
Leasing Security Deposit (First & Last Month Rent)	\$28,000
Recruiting and Retention	\$86,750
Total Start Up Costs	\$284,870

EXHIBIT C

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT D

LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: livingwage@arlingtonva.us

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between **Pathway Homes, Inc.** (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.

- b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's 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 obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

6. Contact information for Business Associate's representatives knowledgeable about the Breach.

- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
1. Disclosure is Required by Law;
 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 - 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 a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
 - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.

- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:

(1) Jan Longman,
Department of Human Services Privacy Officer
2120 Washington Blvd., 4th Floor
Arlington, VA 22204

(2) MinhChau Corr, County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) Suzanne Somerville, County Project Officer
2120 Washington Blvd., 4th Floor
Arlington, VA 22204

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

Pathway Homes, Inc.
Attn: Sylisa Lambert-Woodard, President & CEO
10201 Fairfax Boulevard, Suite 200
Fairfax, Virginia 22030

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

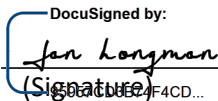
- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.

- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.

- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia

By:  (Signature)
Name: Jan Longman
Title: County Privacy Officer
Date: 2/21/2023

Business Associate

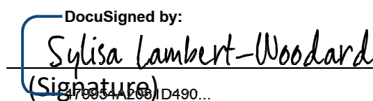
By:  (Signature)
Name: Sylisa Lambert-Woodard
Title: Pres & CEO
Date: 2/21/2023

EXHIBIT F

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of **Pathway Homes, Inc.** ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. **22-DHS-RFPLW-337** (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the

County’s physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

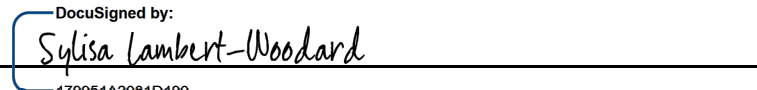
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
DocuSigned by:
Sylisa Lambert-Woodard
479954A2081D490...

Printed Name and Title: Sylisa Lambert-woodard

Date: 2/21/2023

EXHIBIT G

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. **22-DHS-RFPLW-337** (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:


Contractor’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT H**CONTRACTOR COVID-19 EMPLOYEE, VOLUNTEER, AND CONTRACTOR VACCINATION POLICY**

	<p>Policy: COVID-19 Employee, Volunteer, Contractor Vaccination Section: Personnel Policy Date: 10/04/2021 Date(s) Revised: Date(s) Reviewed: Number of Pages: (3)</p>	<p>Policy Number: 2-C2 This Policy Applies to: < The agency.</p>
---	--	--

PURPOSE

Pathway Homes is committed to protect and support the health and safety of all individuals within the work environment and maintain a workplace that is free from known serious health and safety hazards. The COVID-19 Employee, Volunteer, and Contractor Vaccination Policy is designed to ensure staff are knowledgeable of safe and best practices and take steps to safeguard the community from the spread of COVID-19 infections, which has been shown to be reduced by vaccinations.

This policy is based on guidance from the Centers for Disease Control and Prevention (CDC), the Equal Employment Opportunity Commission, and the State of Virginia Department of Health and Human Services and is designed to comply with all applicable federal, state, and local laws.

POLICY

This policy applies to all employees, volunteers (to include interns) and contractors who are employed or contracted by Pathway Homes, Inc. Given that the current COVID-19 pandemic is evolving with variants known to date, we expect/anticipate this policy will change and evolve with the situation.

All Pathway Homes employees, volunteers and contractors are required to be vaccinated against COVID-19 not later than October 27, 2021, and fully vaccinated not later than November 24, 2021. Employees may get any of the COVID-19 vaccines that are approved in at the time of vaccination. As of the date of this policy, the approved vaccines are Pfizer, Moderna and Johnson & Johnson ("COVID-19 vaccine"). Vaccines will be available, per state guidelines and pending availability, at no charge, to all Pathway Homes employees, volunteers, and contractors.

To comply with this policy, all employees, volunteers, and contractors must submit documentation showing that they have been vaccinated against COVID-19 not later than October 27, 2021, and fully vaccinated not later than November 24, 2021

All new employees, volunteers, and contractors will be required to be fully vaccinated or in the vaccination process at the time of hire and will be required to document their vaccination status at that time.

Employees, volunteers, and contractors who are unable to receive the COVID-19 vaccine because of a disability or sincerely held religious belief should promptly provide Human Resources a written request for reasonable accommodation. Reasonable accommodations will be considered and evaluated on a case-by-case basis in compliance with federal and state law. Pathway Homes does not guarantee that an accommodation will be offered.

Employees, volunteers, and contractors who have not submitted proof of full vaccination, and who have not received approval for a disability-related or religious-based accommodation, before October 27, 2021, will be placed on unpaid leave for up to two weeks. Employees, volunteers, and contractors who have not provided proof that they are fully vaccinated and who have not been granted an accommodation by the end of the two-week leave period will be discharged (in the case of employees and contractors) or have their volunteer status terminated (in the case of volunteers).

Accommodations for employees, volunteers, and contractors who have been granted accommodations for a disability or sincerely held religious belief that prevents them from being vaccinated may include:

- Mandatory weekly or more frequent testing effective October 27, 2021, from a community approved test site approved by the agency/state. All testing is required to be conducted and verification of negative test submitted prior to reporting to work each week. Two hours pre-approved leave will be provided to unvaccinated employees to secure required COVID-19 testing and to secure testing results during regularly scheduled work hours.
- The use of mask and physical distancing during work hours.

- Use of additional personal protective equipment (PPE).

Pathway Homes, Inc. prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a violation of this policy or any other health and safety concern. Employees, volunteers, and contractors also have the right to report work-related injuries and illnesses, and Pathway Homes will not discharge or discriminate or otherwise retaliate against employees, contractors and volunteers for reporting work-related injuries or illnesses, or good faith health and safety concerns.

Authorization for time required to secure the vaccine will be provided to allow staff to obtain the vaccination. Four hours of leave will be approved upon verification of submission of the CDC card verifying completion of vaccination.

PROCEDURES

- Employees and Relief Staff must submit proof of vaccination to Human Resources (CDC card).
- Employees requesting accommodation from vaccination must submit the request on the approved form, with reasons for noncompliance with the vaccine requirement, in writing to Human Resources.
- Following receipt of the employee request, Human Resources will send the employee a letter stating whether an accommodation has been granted and, if so, the nature of the accommodation.
- Contractors must submit an attestation affirming that all individuals assigned to work in Pathways Homes' facilities have been fully vaccinated.

See Appendix-Request for a Disability Exemption to the COVID-19 Vaccination Requirement; Appendix-Request for Religious Exemption to the COVID-19 Vaccination Requirement.

Reference: Disciplinary Action Policy