

ARLINGTON COUNTY, VIRGINIA AGREEMENT NO. 23-DHS-EP-185 AMENDMENT NUMBER 3

This Amendment Number 3 is made on $\frac{6/25/2024}{}$ and amends Agreement Number 23-DHS-EP-185 ("Main Agreement") dated June 16, 2022, between PRS, INC. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

- 1. CHANGE THE CONTRACTOR'S NAME, PRS, INC. TO HOPELINK BEHAVIORAL HEALTH IN ALL INSTANCES.
- 2. PURSUANT TO CLAUSE 4. CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM JULY 1, 2024 TO JUNE 30, 2025. THERE ARE TWO (2) 12-MONTH RENEWALS REMAINING.
- 3. REVISE CLAUSE 49. NOTICES, TO UPDATE THE CONTRACTOR'S NAME AND EMAIL ADDRESS TO THE FOLLOWING:

TO THE CONTRACTOR:

Joseph Getch, Chief Executive Officer HopeLink Behavioral Health 10455 White Granite Drive, Suite 400 Oakton, VA 22124

Phone: (703) 536-9000

Email: jgetch@hopelinkbh.org

- 4. REPLACE EXHIBIT A, SCOPE OF WORK IN ITS ENTIRETY WITH THE ATTACHED REVISED EXHIBIT A, SCOPE OF WORK.
- 5. REPLACE EXHIBIT B, CONTRACT PRICING IN ITS ENTIRETY WITH THE ATTACHED REVISED EXHIBIT B, CONTRACT PRICING. THE CONTRACT PRICING WILL REMAIN FIRM AS INDICATED IN EXHIBIT B UNTIL JUNE 30, 2025.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

HOPELINK BEHAVIORAL HEALTH

AUTHORIZED	DocuSigned by:				
SIGNATURE:	Joneka D. Price				
NAME: Tomeka	D. 15950 D450ACC0472				
TITLE: Procurement Officer					
	6/25/2024				

REVISED EXHIBIT A SCOPE OF WORK

I. PERFORMANCE SPECIFICATIONS

The Contractor must provide supported employment services as described below:

A. DEFINITIONS AND STANDARDS

- 1. Supported Employment is defined in three (3) phases:
 - a) <u>Assessment Phase</u> receive referrals; determine eligibility and employment needs; initiate services. This phase lasts approximately one (1) month.
 - b) Job Development and Placement assist with resumes; prepare for interviews; link to training; provide job placement; and develop jobs. The frequency and time spent with the Client can be intensive or moderate service level. Also provide academic/situational assessments (as needed), training, and support for Clients seeking further education. Staff and client complete an employment plan that includes: a rapid search for competitive, permanent jobs and looking for jobs that reflect client preferences, needs and strengths. Once placed in a job, The contractor will develop a new employment plan to begin Job Placement activities to support the client in maintaining a job, troubleshooting problem areas, practicing skills to maintain a job such as: setting an alarm, good hygiene, interpersonal skills. Staff also provided crisis intervention, job coaching, job counseling, and transportation planning. During this phase staff may provide employer support including education and guidance. Ongoing communication with the case manager occurs. This phase lasts three (3) to six (6) months.
 - c) Monitoring Phase provide support, two (2) times per year, at minimum, to maintain jobs. Once the client has obtained employment and is comfortable with the job, the job coach provides support via telephone calls, job-site visits, office face-to-face meetings and 24-hour response to emergencies that may arise at the job. This phase lasts six (6) months to two (2) years.
- Supported Employment Principles and Standards https://store.samhsa.gov/product/Supported-Employment-Evidence-Based-Practices-EBP-Kit/SMA08-4364:
 - a) Enhance service accessibility by the absence of exclusion criteria and the active solicitation of and timely response to referrals.
 - b) Complete a rapid search for competitive jobs, typically within a month of program entry.
 - c) Base employer contacts on job choices reflecting the client's preferences, needs and strengths; job options may be in a variety of settings.
 - d) Assist in providing competitive job options that are permanent, rather than temporary; support the client in finding more rewarding job opportunities if so desired by the client.
 - e) Provide individualized, flexible, and follow-along supports; employer supports may include education and guidance; and client supports may include crisis intervention, job coaching, job counseling, job support groups, transportation, changes in treatment, and a support network; as well as the weekly Employment Dinner.
 - f) Provide services in the community setting, both inside and outside of the office.
 - g) Provide services that assist in engaging and reaching out to clients on an ongoing basis in a way that is tolerant of various levels of communication readiness.

B. GENERAL REQUIREMENTS

The Contractor must:

- provide Supported Employment services for clients with serious mental illness (SMI) and/or substance use disorder (SUD) served by the Arlington County Department of Human Services (DHS).
- 2. coordinate program services in close collaboration with on-site psychiatric, nursing, case management, and therapy providers, as appropriate, to monitor the severity and urgency of the client's mental health condition.
- 3. maintain client records in HopeLink Behavioral Health's electronic health records system, documenting services in accordance with Department of Behavioral Health and Developmental Services, DBHDS, Department of Aging and Rehabilitation Services, and Department of Medical Assistance Services regulatory guidelines, as applicable.
- 4. coordinate with the County Project Officer to ensure clients' language needs are addressed, by provision of an interpreter, where necessary. The County will arrange the services or provide guidance to Contractor staff for arranging the services.

C. SERVICE REQUIREMENTS

The Contractor must:

- 1. assist clients with career planning and securing gainful employment. This includes employment and education readiness assessment, job search, job development, job placement, job coaching and mentorship, job retention support and administrative functions.
- 2. adhere to Supported Employment principles and standards as listed Section A, Definitions and Standards.
- 3. assess clients for eligibility in accordance with the Virginia Department of Aging and Rehabilitation Services https://www.dars.virginia.gov/drs/vr/#:~:text=You%20may%20apply%20for%20the%20DAR S%20vocational%20rehabilitation,%28living%20in%2C%20working%20in%2C%20or%20moving%20to%20Virginia%29. within reasonable timelines.
- 4. achieve the outcomes that clients, upon completion of the program, and with the supportive services available, have set as employment goals.
- 5. complete an employment plan prior to the first month of billing Arlington County for ongoing job development and placement services. Review plans together with the client at least once quarterly. A comprehensive employment plan must include at a minimum:
 - a) Statement of client's challenges, corresponding needs, and goals consisting of a sequence of measurable objectives to meet identified needs.
 - b) Statement of services to be rendered and frequency of services to accomplish client's goals and objectives.
 - c) Timeline for accomplishing client's goals and objectives.
 - d) Projected ancillary services needed by client and plan for accessing them.
- 6. provide individualized and flexible supports, utilizing existing community and program resources as much as possible, as determined by the individual's preferences, skills, abilities, and economic requirements.

D. PERFORMANCE REQUIREMENTS

The Contractor must

1. provide direct services (in-person, virtual, or telephonic in order of preference) for at least 70% of the total invoice. Direct services include employment and education readiness assessment, job search, job coaching and mentorship, and maintenance support.

- 2. invoice the County for documentation, travel time, and report building time at the rate incurred. The County will continuously monitor the direct to indirect service provision ratio for meeting of a goal of 30% of the total amount of hours invoiced to the County in services invoices for a particular month.
- 3. maintain, at minimum, a 45% placement rate and at least 65% job retention at 90 days, for clients placed in employment.
- 4. maintain CARF http://www.carf.org/home/ accreditation for the contract period.

E. STAFFING

The Contractor must:

- 1. provide sufficient staffing to satisfy program demand. Staff certified as Qualified Mental Health Professionals (QMHP-A) in Virginia are preferred.
- 2. staff the program with personnel as required by the regulations of Virginia, licensure requirements, and other pertinent authorities, as applicable.
- 3. operate a personnel system which includes:
 - a) standards of conduct, employee ethics, conflicts of interest, annual employee performance evaluations, equal employment opportunity, and appropriate initial employee orientation.
 - b) written, up-to-date, job descriptions that exist for all positions covered by this Contract, including identified essential functions, explicit responsibilities, and qualification statements expressed in terms of knowledge, skills, and abilities as well as occupational qualifications or requirements.
 - c) incumbents of positions, which require specific levels of education or training, must have documentation of this education or training in their personnel file.
 - d) training records for employees must be updated as staff completes additional training or educational programs.
 - e) procedures background regarding criminal (https://law.lis.virginia.gov/vacode/title37.2/chaper4/section37.2-416/) and Virginia Central Registry check for staff (https://law.lis.virginia.gov/vacode/title37.2/chapter4/section37.2-408.1/), driving required Tuberculosis record check, testing (https://law.lis.virginia.gov/admincode/title12/agency35/chapter105/section510/), which comply with State legislation, laws and licensure standards.
- 4. ensure that all staff who work directly with clients covered by this Agreement receive training and/or orientation prior to their work with clients regarding:
 - a) Supported Employment models, specifically the one utilized by the program.
 - b) policies and procedures regarding client confidentiality.
 - c) policies and procedures that assure client rights, including orientation to human rights regulations.
 - d) service documentation procedures.
 - e) health maintenance, to include infectious disease control and proper nutrition, and safety-related monitoring.
 - f) all applicable training required by State Licensure regulations.
 - g) admission criteria and intake procedures.
 - h) information on external resources and referral procedures.
 - i) Preparation of individual service plans; documentation of service provision in client files.
 - j) Job retention and support services and follow-up procedures.
 - k) policies and procedures for discharge or termination of clients.

I) all applicable aspects of program operation necessary to the fulfillment of objectives under terms of the contract.

II. ADHERENCE TO LOCAL STATE & FEDERAL REGULATIONS

The Contractor must comply with all statutes, regulations, standards, laws, and applicable policies and procedures in the operation of the program which are the subject of this Contract, including, by way of illustration and not limited to the following:

- 1. All applicable Federal and State laws and regulations (12WAC35-115 -Rules and Regulations to Assure the Rights of Clients Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services) for the assurance of the individual rights of Clients served by the program. The Contractor must submit a copy of its approved Human Rights Plan, evidencing State approval, to the Project Officer.
- 2. All applicable State Department of Behavioral Healthcare and Developmental Services' (DBHDS) licensure regulations and satisfy applicable inspection, licensing, provider, contractual, and reporting requirements of the Virginia Departments of Health, Medical Assistance Services, Rehabilitative Services, and Social Services. The Contractor must provide the County with copies of such reviews and contractor responses.
- 3. Federal Confidentiality of Alcohol and Substance Abuse Records, 42 C. F. R. Part 2.
- 4. All applicable provisions of Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Act of 1975, the Civil Rights Act of 1991, regulations issued by the Federal Granting Agencies, Executive Orders 11246 and 11375, and other federal and state mandates or subsequent amendments and regulations developed pursuant thereto, to ensure that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in services operated or funded as a result of this Contract on the grounds of race, color, national origin, age, gender, or disability.
- 5. All applicable provisions of Title 37.2 of the Code of Virginia and all other applicable statutory, constitutional mandates, regulations, and policies, as well as the State DBHDS Community Services Board policies and procedures including but not limited to:
 - a) Virginia Freedom of Information Act, Sections 2.23700 et seg through 346, 1, including its notice of meeting and public meeting provisions.
 - b) Government Data Collection Act, Sections 2.2-3800 et seg.
 - c) Virginia Disclosure of Patient Information to Third Party Payors by Professionals, Sections 37.1-225 through 233.
 - d) Virginia Substance Abuse Services, Sections 37.1-203 through 223.
- 6. Virginia Human Rights and Licensure Regulations and Procedures for Continuity of Care between Community Services Boards and State Psychiatric Facilities (available from the VA DBHDS).

III. BUDGET AND FINANCE

- 1. The County will pay the Contractor a per unit rate for the provision of Individual Supported Employment services pursuant to Exhibit B ("Contract Pricing"). A unit of service is an hour.
- The Contractor must maintain a financial system, which includes:
 Operation of financial management, procurement, and contracting systems that are consistent with Virginia Financial Management Standards for Community Services Boards,

Accounts Receivable and Reimbursement Procedures, and Community Services Boards Procurement Procedures Manuals issued by Virginia DBHDS https://dbhds.virginia.gov/assets/doc/BH/oss/fy2020-pc-csb-administrative-rqmts.pdf.

- 3. The Contractor must adhere to the following fiscal and budget reporting requirements:
 - a) permit authorized representatives of the County or the State to review all records of the Contractor as deemed necessary. All accounts of the Contractor are subject to such audit and financial review, regardless of whether the funds are used exclusively for specific program activities or mingled with funds for other Contractor activities.
 - b) submit financial reports at the request of the County at any time during the period of service covered by this or any preceding Agreements.
- 4. The Contractor is expected to fund employment services from other sources wherever possible, prior to the utilization of county resources. As such the contractor must refer ALL clients referred through this contract to the Department of Aging and Rehabilitation Services (DARS), or other funding steams if/when they become eligible for another funding source. The client referral and the outcome must be documented. The county will monitor compliance of this requirement on a random basis.
- 5. The Contractor must not receive double payment for services provided. In situations where an alternative payor authorized the payment of services retroactively, the Contractor must refund the County. Allowable refund types are:
 - a) direct refund payment. This method must be used if the County has already paid for the service. The method consists of the Contractor issuing a check or wiring funds to the attention of BHC Fiscal Office, 2120 Washington Blvd, Arlington, VA 22204, in the amount of the refund.
 - b) current invoice reduction. This method must be used if the Contractor has invoiced the County for the services, but the County has not issued payment. This method consists of the Contractor issuing a corrected invoice with an updated units of service and amounts.
- 6. During an episode of care, County clients can be moved to alternative funding sources, but clients funded through alternative sources cannot be move to County funds. If a continued need and or justification is determined after the completion of the episode of care, the Case Manager must complete a new referral.

IV. REPORTING REQUIREMENTS

- 1. Client Incident Report (due next workday for emergencies of a medical or behavioral-nature, due within five (5) workdays for other incidents).
- 2. Reports of actual or suspected violations of client human rights (e.g., investigations by the Regional Human Rights Advocate; all contacts made to Adult Protective Services).
- 3. The Contractor must submit the following reports and work products to the designated Project Officer:

Report or Product	Date Due or Frequency
Service Utilization Reports and Invoice	Fifteen (15) working days after end of each month
Quarterly Programmatic reports (Table 1 below)	Quarterly
Updated staff roster	As required
Critical Incident Reports	As incidents arise (per DBHDS standards)

Internal investigation reports for allegations of abuse, neglect, or exploitation	As incidents arise (per DBHDS
Other reports deemed necessary	Upon request

TABLE 1

Organization Name: HopeLink, Inc						
Quarterly Programmatic Report	Contracted Targeted Goal	Q1	Q2	Q3	Q4	Total (Actual Year-End)
Clients Served						-
Duplicated number of Arlington resident Clients served through Supported Employment Services by phase						
Total unduplicated Clients served						
Outcomes Measures		<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	Average (Actual Year-End)
Number and % of Clients served who are employed within quarter						
Number and % of Clients employed who maintain employment in a single job for more than 90 days						
Number of new Clients referred to program						
Number of Arlington employers						
Client satisfaction with services						

VI. COMMUNITY RELATIONS

The Contractor must

- 1. attend meetings of the Arlington Community Services Board, Neighborhood Advisory Committee, and other community citizen advisory bodies, as requested by the Project Officer, and must provide reports and other information to the Project Officer, if requested.
- 2. Respond within two business days to any community complaints or problems related to the Supported Employment program and must keep the Project Officer informed of complaints/problems and efforts to address them.

VII. ROLE OF ARINGTON COUNTY/BHD

The County/BHD will:

1. serve as the central screening and referral source for clients who receive services as well as provide ongoing treatment services and case management support. Further, a Project Officer will

- be assigned as the liaison with the Contractor regarding day-to-day operation of the program and client monitoring.
- 2. provide access to the office space, located at 2120 Washington Boulevard, Arlington, VA 22204.
- 3. review required program documentation (incident reports and required documentation), monitors activities (site visits, individual records, audits, financial statements), as applicable.
- 4. review invoices for approval of services rendered.

REVISED EXHIBIT B CONTRACT PRICING

Payment for the services provided under this contract must be on a fee for service basis.

Services	Service Unit	Hourly Rate
Employment Service Direct Service	One (1) unit is 1 hour per service	\$87.88 per hour/ Approved DARS rate for the current FY
Employment Service Indirect Service	One (1) unit is 1 hour per service	\$87.88 per hour/Approved DARS rate for the current FY