

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

CONTRACT AWARD COVERPAGE

TO: NORTHERN VIRGINIA FAMILY SERVICE	DATE ISSUED:	OCTOBER 1, 2020
10455 WHITE GRANITE DRIVE	CONTRACT NO:	20-860-SS
SUITE 100	CONTRACT TITLE:	HEALTHY FAMILIES PROGRAM OF NORTHERN VIRGINIA
OAKTON, VA 22124		

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. 20-860-SS including any attachments or amendments thereto.

EFFECTIVE DATE: OCTOBER 1, 2020

EXPIRES: AUGUST 31, 2022

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE (5) YEAR CONTRACT. UPON SUCCESSFUL COMPLETION OF THE INITIAL TERM, THREE (3) ADDITIONAL TERMS REMAIN, OCTOBER 1, 2022 – AUGUST 31, 2025.

COMMODITY CODE(S): 9524300

LIVING WAGE: N

ATTACHMENTS:

CONTRACT 20-860-SS

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: STEPHANIE BERKOWITZ

VENDOR TEL. NO.: (571) 748-2506

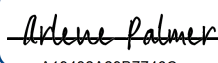
EMAIL ADDRESS: SBERKOWITZ@NVFS.ORG

COUNTY CONTACT: ERIKA GIBSON (DHS, CHILD & FAMILY SERVICES DIVISION)

COUNTY TEL. NO.: (703) 228-1680

COUNTY CONTACT EMAIL: EGIBSON@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

DocuSigned by:		12/29/2020
	Title Buyer	Date
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ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 20-860-SS

THIS AGREEMENT (“Agreement”) is made on October 1, 2020 by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA (“County”) and **Northern Virginia Family Service**, with a principal place of business located at 10455 White Granite Drive, Suite 100, Oakton, VA 22124 (“Contractor”).

1. The Contractor agrees to provide the following goods or services, per the documents below:

Healthy Families Program – Arlington
EXHIBIT A: Scope of Work
EXHIBIT B: Annual Budget FY 2021
EXHIBIT C: Home Assessment Tool
EXHIBIT D: Piccolo Assessment Tool
EXHIBIT E: Annual Report Template
EXHIBIT F: Business Associate Agreement

2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Contractor shall provide the goods or services covered by the Contract beginning on October 1, 2020. Unless terminated as provided below, the agreement shall continue until August 31, 2022. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, from September 1, 2022 until August 31, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the “Contract Term”.
5. The County will pay the Contractor for services that the Project Officer accepts per year, in accordance with Exhibit A and Exhibit B, up to the maximum amount of \$348,000. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.

6. The Contract Amount/unit price(s) will remain firm until August 31, 2022 ("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-month period ending in August of each year of the Contract.

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 terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.

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

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions 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.

8. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
9. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
10. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
11. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
 - Workers Compensation-Standard Virginia Workers Compensation Policy. Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
 - Commercial General Liability (CGL) - \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.
 - Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)
 - Crime Insurance - \$1,000,000 per occurrence/claim

- Professional Liability - \$1,000,000 per occurrence/claim
- Cyber Liability - \$1,000,000 per occurrence/claim
- Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named 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
- 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.

12. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

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

14. 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 make arrangements with a County-contracted service provider and pay the fees.

15. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

16. 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.
17. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
18. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
19. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
20. 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.
21. 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.
22. 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.
23. The County does not discriminate against faith-based organizations.

24. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
25. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
26. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
27. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
28. 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.

29. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

Stephanie Berkowitz, President & CEO
Northern Virginia Family Service
10455 White Granite Drive, Suite 100
Oakton, VA 22124
Phone: (571) 748-2506
Email: sberkowitz@nvfs.org

TO THE COUNTY:

Erika Gibson, Project Officer
Arlington County, Virginia (AED)
2100 Washington Boulevard, 3rd Floor
Arlington, VA 22204
Phone: (703) 228-1680
Email: egibson@arlingtonva.us

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
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

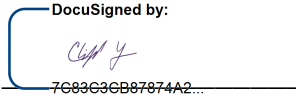
30. The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.
31. The Contractor must comply with all applicable legislative and regulatory requirements of the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement, included in this Agreement as EXHIBIT F, pursuant to 45 C.F.R. §164.502(e) and §164.504(e).
32. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
33. This Agreement may be modified only by written amendment.
34. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
35. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

NORTHERN VIRGINIA FAMILY SERVICE

SIGNED:  534895882496484...

SIGNED:  7683C3CB07874A2...

MELONI HURLEY

PRINTED NAME: Clifford Yee

ASSISTANT PURCHASING AGENT

PRINTED TITLE: EVP & CFO

DATE: 12/29/2020

DATE: 12/29/2020

EXHIBIT A

Scope of Work

Background

Healthy Families is a nationally recognized, evidenced-based, home visiting program that promotes child well-being with a focus on abuse and neglect prevention. Healthy Families Arlington (program) provides family assessment and home-visiting services to expectant and new parents residing in Arlington County (County). The program is offered to parents on a voluntary basis and goals of the program include promoting positive parenting, improving child health and development, promoting school readiness and preventing child abuse and neglect. The Program is funded by the Arlington County Department of Human Services.

Program Eligibility

Families are identified through an initial assessment using a *Parent Survey and Family Stress Checklist*. Eligible families must meet the following criteria:

- Participants must live in Arlington County.
- The mother must be pregnant with and/or the identified child must be under 2 weeks of age at the time of referral and the identified child must be less than three months old at pre-enrollment
- Participants must screen and assess positively according to the Healthy Families Arlington Screening and Parent Interview procedures
- Participants must not be currently enrolled in another intensive home visiting program unless coordinated, concurrent services are indicated

Program Administration

The Contractor is responsible for the following:

1. Program Services:

- A. Provide services to eligible families to promote child well-being and prevent abuse and neglect. Services include assessments and home visits to help families improve their parenting skills, promote the child's school readiness and foster parents' commitment to the child's health and development. Services include:
 - a) **Family Assessment:** A Family Resource Specialist (FRS) conducts an initial parent interview based on the Parent Survey/Family Stress Checklist to determine eligibility for the program as well as need for other services within the community. Depending on indicated need, the FRS provides parents with referrals to community resources.
 - b) **Home Visits:** Family Support Specialists (FSSs) provide regular home visits to at risk families beginning and during pregnancy. The visit frequency will entail weekly, bi-weekly or monthly visits, decreasing with the continuity of

services. Services may continue until the child reaches three (3) years of age. Home visiting services include the following components:

- **Goal Planning:** Help families develop family goal plans; plans are updated regularly according to family needs.
- **Parenting Education and Skills Development:** Support parent-child interaction. Routinely assess parent-child interaction to help guide home visiting activities.
- **Health Education:** Provide multi-lingual information on prenatal care, immunizations, well-baby and mother care, and other health topics.
- **Developmental Screenings:** Administer routine developmental screenings and refer children who may have developmental delays to early intervention services. Routinely assess the home learning environment; results guide home visit activities.
- **School Readiness Activities:** Promote early literacy through book sharing, book-making, literacy-based playgroups, among other activities.
- **Mental Health Services:** When indicated and as funding is available, provide short-term in-home bilingual counseling services to families in need.
- **Referrals:** Refer families to other community resources as needed.

2. Program Administration

A. Provide the following staff:

- a) Provide at least five (5) Family Support Specialists, one (1) Family Resource Specialist and one (1) full-time supervisory position to supervise the work of those employees. At least two (2) of the Family Support Specialists should be bilingual (English/Spanish).
- b) Caseloads for each Specialist will be determined by service intensity level assigned to each case. Intensity level must be evaluated on an ongoing basis.
- c) Provide qualified staff, including culturally- and linguistically competent home visitors to provide the services required for this contract. Following are specific qualifications for program:
 - **Program Supervisor** qualification requirements shall include:
 - Bachelor's degree in social work, education or related human services field

- At least two (2) years of related work experience in case management and working with families
 - At least one (1) year experience providing direct supervision of staff
 - Knowledge of maternal-infant health and dynamics of child abuse and neglect
- **Family Support Specialist** qualification requirements shall include:
 - High school diploma or GED; college coursework preferred
 - At least one (1) year experience working with or providing services to children (aged 0-3 years) and families
 - **Family Resource Specialist** qualification requirements shall include:
 - High school diploma or GED; college coursework preferred
 - At least one (1) year of experience working with or providing services to children (aged 0-3 years) and families
- B. Address staff vacancy immediately and with a broad range of recruitment strategies. Ensure program coverage is maintained at a high level of service during vacancies or other staff absences. Project Officer must be informed within three (3) business days of any vacancy or extended staff absences.
- C. Provide and document ongoing staff training. Have in place policies and procedures for training program staff.

Annual staff training must include at least three (3) of the following topics:

- healthy growth and child development including neuroscience of the infant brain;
 - infant mental health;
 - abusive head trauma and sudden infant death syndrome prevention;
 - child abuse and neglect training;
 - recognizing and addressing special needs of children;
 - culturally responsive practices to include working with LGBTQ families;
 - positive parenting techniques and disciplinary practices;
 - parent education practices for skill building;
 - proper use of assessment tool;
 - assessing safety to include domestic violence and the impact on children;
 - assessing and intervening with families experiencing prenatal substance exposure and substance abuse disorders; and
 - serving families experiencing mental health challenges.
- D. Determine Eligibility. Program staff must determine eligibility according to program eligibility criteria within two (2) weeks of referral. Eligibility documentation must be kept in client (family's) file.
- E. Provide Case Management including:
- Assessment of families. Initial assessments must be completed within two (2) weeks of a family's referral to and eligibility determination for the program.

Ongoing assessments must be completed at least annually or more frequently when indicated.

- Development of a family plan. Plan must include goals that directly relate to assessed needs and must be specific and measurable. The plan must include specific steps and actions that will be taken and indicate when goals are being met.
 - Referrals to other resources. Referrals must be documented on the family plan. Once referrals have been made, the FSS must follow up with the client or with the referral source; follow up must be documented and indicate if the family followed through on the referral.
 - Documenting client contacts. All client contacts including home visits (and all components related to home visits), telephone conversations and interactions with other providers in reference to client services must be documented in case notes. Case notes must include the documentation for accommodating client's cultural and linguistic needs.
 - Family engagement. Program staff must engage families in the development of their family plan, goal setting, goal achievement and linkages to other resources. Staff must document the steps that were taken to engage the families and any resistance they may incur.
 - Client files and documentation must be kept in a safe lockable storage with access only by program staff. When transferring client information such as referrals, Contractor must ensure data is transmitted in a secure manner without jeopardizing client confidentiality.
- F. Conduct an annual client survey to obtain feedback on quality of services. The client survey must at a minimum:
- Assess client's overall satisfaction of program;
 - Indicate the time frame in which a visit was conducted by a Family Support Specialist;
 - Identify any barriers, including communication in family's preferred language.
- G. Work in close collaboration with other agencies, organizations and County staff to provide Case Management and linkages to ongoing support services.
- H. Ensure that services provided to each child and family covered under this contract shall be in the least restrictive manner and offered in an environment that is based on a model grounded in person-centered, strengths-based, trauma-informed services, and that recognizes the value of individual choice, empowerment, and natural supports, and is appropriate to an individual's needs.
- I. Ensure that service provision supports, respects and upholds each child's and family's cultural identity, religious/spiritual ascription, gender, physical challenges, cognitive impairments, sexual orientation, and linguistic needs. Within a broad construction of culture, service provision must be tailored to the child's age, diagnosis, developmental level, and educational needs.

- J. Ensure culturally and linguistically competent care will be infused into the service approach and daily programming including service planning, goal setting, parent support, discharge planning, and staff supervision.
- K. Ensure program staff has access to contracted interpretation services for languages other than English while on home visits. The Contractor must accommodate the special communication needs of all clients, including those who communicate using American Sign Language (ASL). The County may determine at its sole discretion that the Contractor's bilingual staff must complete a language proficiency test through a certified provider. In such instance, the Contractor must ensure the testing is completed and a copy of the certification is submitted to the Project Officer within 30 days upon request. Any bilingual staff not passing the language proficiency assessment shall not occupy a bilingual position or provide interpretation or translation services of any kind. Any cost associated with the testing will be the sole responsibility of the Contractor.
- L. Obtain and maintain all appropriate licenses, certifications, affiliations, and certificates of insurance. These licenses, certifications, affiliations, and certificates of insurance must be submitted to the Project Officer annually.
- M. Have in place policies and procedures for the provision of program services including assessment, case management, documentation, client confidentiality, release of information, and quality assurance.
- N. Obtain releases of information and collaborate and coordinate treatment planning and discharge/transition planning with appropriate professional staff, including pediatricians, primary care physicians, hospitals, therapists /case managers/discharge planners, psychiatrists, private providers, and/or hospital personnel. If treatment services were in place, the Contractor shall attempt to connect with the service provider (s) to coordinate care. Signed Release of Information forms must be kept in client files.
- O. All forms that will be used to administer the services or changes to the forms including the assessment form, family plan, etc. must be approved by the Project Officer prior to use.
- P. File incident reports with the Arlington Project Officer for any actual or alleged events that create a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a client family/member or staff within 24 hours of the incident's occurrence or within 24 hours of the time the incident was made known to the Contractor. See Section 6. Reporting Requirements and Quality Assurance. D. Incident Reports for further detail.
- Q. As federally mandated reporters of suspected child maltreatment (pursuant to all applicable federal and state statutes), Contractor staff are required to report any instances of suspected child abuse or neglect to the Child Protective Services hotline in the jurisdiction in which the suspected abuse or neglect has taken place.

3. Program Structure

The program structure must include the following positions:

Program Manager: Is responsible for the overall management of the Healthy Families Program including the supervision of the Program Supervisor.

Program Supervisor: Directly supervises the work of the Family Support Specialists and the Family Resource Specialist; ensures that program goals are being met and services are delivered in accordance with federal and contract requirements.

Family Support Specialist: Is responsible for initiating and maintaining regular contact with families in their homes, establishing relationships with families and assisting in strengthening parent-child relationships. Essential job duties include:

- Conduct home visits with families on a regularly assigned schedule
- Prepare goal plans, curriculum materials and activities for home visits
- Provide parents with appropriate parent modeling techniques, education and other supportive resources
- Administer routine developmental screenings and evaluations
- Make referrals as needed and work collaboratively with other community providers to provide services to clients.
- Prepare documentation and maintain client files according to program requirements
- Enter data to maintain record keeping and reporting to meet federal/state/local program guidelines

Family Resource Specialist: Is responsible for outreach and intake by conducting screening and assessment of families to determine appropriate referral to community services. Essential job duties include:

- Develop and implement an outreach plan to promote the program in the community
- Prepare and distribute information about the program to participating families and community partners
- Plan and administer individual outreach to referred families to schedule assessments
- Conduct assessments and complete report to include detailed description of scoring, completed intake forms, and log of referrals and assessments
- Assist Family Support Specialists in finding additional resources and referrals for clients
- Provide case coverage during the absence of a Family Support Specialist
- Prepare documentation and establish a client file
- Link families to other community resources

4. Program Documentation

A. Assessment Documentation

The Family Resource Specialist will document the initial family interview/assessment based on the *Parent Survey/Family Stress Checklist*. This includes observations and information regarding outcome of the family assessment such as enrollment, denial or dismissal of services.

B. Case management documentation

Each Family Support Specialist (FSS) will maintain up-to-date documentation of interactions with families assigned to their caseload. This includes observations, recommendations and outcomes for each home visit conducted, including family goal planning, education, screenings, mental health services, referrals and any additional resources that were provided. Date and place of referrals must be documented in the family plan and followed up on to document whether clients followed through on the referral.

Goals identified in the family plan must include concrete steps that are measurable and clearly identify when objectives are being met or not met and identify the family's progression. Goals must have a clear connection to a family's assessed needs.

5. Expected Program Outcomes

- Assessments must be conducted prenatally or within two (2) weeks of the birth of the child
- Pregnant enrollees will receive adequate prenatal care based on the American College of Obstetrics and Gynecology, ACOG, guidelines as observed and recorded by the Family Support Specialist Prenatal enrollees will deliver babies weighing at least 2500 grams (5 pounds, 9.3 ounces)
- Mothers will have at least 24 months between subsequent births
- Identified children will have a primary health care provider and will be up-to-date on recommended immunizations
- Identified children will be screened for developmental delays at least semi-annually until 36 months old and at least annually thereafter
- Identified children with possible developmental delays will be referred, with parental consent, to early intervention services to determine the need for therapeutic services
- Children, who receive services from an early intervention agency, will be monitored quarterly by the Family Support Specialist to ensure services are sufficient, appropriate and help improve developmental delays.
- Required home visits as determined by the Healthy Families America standards will be completed.
- Individual families will receive at least 75% of home visits due according to the Healthy Families America standards.
- Families will have an optimal home environment to support child development or show improvement after one (1) year of participation as evaluated by the Family Support Specialist through the *HOME* tool (Home Observation for Measurement of the Environment); see EXHIBIT C.
- Participants will demonstrate an acceptable level of positive parent-child interaction or show improvement after one (1) year of participation as evaluated by the Family Support Specialist through the *PICCOLO* tool (Parenting Interactions with Children: Checklist of Observations Linked to Outcomes), see EXHIBIT D.

- Parents will report improvement of their parenting skills as indicated in surveys administered by Contractor staff.
- Families will have no substantiated case of child abuse and neglect within the contract period.

6. Reporting Requirements and Quality Assurance

The program will be monitored by the Project Officer within the Child and Family Services Division. The Contractor must verify that appropriate levels of Quality Assurance activities are performed that demonstrate continuity of care and internal oversight and monitoring. These Quality Assurance activities must assure that the Contractor is rendering services in accordance to the standards defined by this contract and that risks are well understood and appropriately mitigated or managed.

The Contractor's program supervisor will report to the Project Officer regarding the on-time delivery of all services required under this contract. All reports shall be delivered in electronic format to the Project Officer according to the date specified, unless otherwise advised. Reporting shall include monthly written reports but may also include telephone communication, teleconferencing, in-person meetings and emails to allow for close monitoring of the efficiency and effectiveness of services.

The Contractor shall submit the following reports to the Project Officer:

A. Monthly Report - A report containing the following data shall be submitted to the Project Officer on the **15th of each month** following the month during which the services were provided:

- Number of staff (including position) charged to the contract with FTE allocations indicated.
- Total number of new referrals received, carried over or closed during the reporting period, by referral source, and indicating outcome of referrals including reason for closure.
- Total number of parent assessments completed by the Family Resource Specialist.
- Total number of cases served by each Family Support Specialist.
- Total number of cases closed by Family Support Specialist and reasons for closure.
- Response time from referral, initial contact to first home visit.
- Demographics, including, zip code, race, ethnicity and primary language of persons served including family.
- Number and percentages of staff (including position) charged to the contract.
- Number and percentage of calls to the CPS hotline.
- Of the total number of children served by the program during the reporting period, number and percentage with recurrence of a substantiated case of child maltreatment within the 12-month period preceding reporting period.

- Number and percentage of children/families with injuries requiring medical assistance or resulting in emergency room visits.
- Number and percentage of children/families connected to community services and type.

B. Quarterly Reports

1. A report containing the following data shall be submitted to the Project Officer by the **30th of the month following the end of each quarter (April 30, July 30, October 30, January 30)**:

- Total number of staff assigned to the program, by title.
- Total number of referrals accepted/not accepted for services during the reporting period and reason for non-acceptance, by referral source.
- Total number of parent assessments completed by the Family Resource Specialist during the reporting period.
- Timing of parent assessment (prenatally or within two (2) weeks of birth).
- Total number of cases served by each Family Support Specialist during the reporting period.
- Total number of cases closed during the reporting period and reason for closure.
- Total number of home visits completed during the reporting period.
- Of the total number of children screened for developmental delays during the reporting period, number and percentage identified with disabilities or having a special need.
- Of the total number of children identified with suspected developmental delays during the reporting period, number and percentage referred with parental consent for developmental and early intervention services.
- Number and percentage of mothers who self-reported prenatal use of drugs or alcohol in excess of clinical guidelines.
- Number and percentage of substance exposed infants served.
- Number and percentage of fathers in home acting in caretaker role.
- Number and percentage of non-resident fathers acting in caretaker role.
- Number and percentage of fathers paying child support.
- Number and percentage of families receiving WIC.
- Number and percentage of families receiving TANF.

2. A quarterly marketing and outreach activities report must be submitted to the Project Officer together with the Quarterly Report above. The report must detail specific activities undertaken to promote the program and actively seek new clients.

C. Annual Report – See attached template, Attachment E

In addition to the information in Attachment E, the Contractor will report on the following information on an annual basis:

- Provide demographic information on program participant (mother) including:
 - Current age
 - Race
 - Ethnicity
 - Current zip code
 - Primary language
 - Highest educational level attained at enrollment
 - Employment at enrollment
 - Medical insurance status at enrollment
 - Income sources at enrollment
 - Household type at enrollment
 - Resident type at enrollment
 - Household size at enrollment
 - Military status at enrollment
 - Disability status at enrollment
- Of total number of mothers participating in program, number and percentage who self-reported prenatal use of drugs or alcohol in excess of DHS-determined clinical guidelines.
- Of the total number of children enrolled in the program during the reporting period, number and percentage of known substance exposed infants served.
- Feedback from the Annual Family Satisfaction Survey to include:
 - Number of families who received the survey
 - Percentage of completed and returned surveys
 - Any trends identified
- Copies of completed Family Satisfaction Surveys must be provided to the Project Officer annually, within 10 days of receipt.

The Healthy Families Arlington Annual Report is prepared in adherence to established reporting and evaluation requirements of Healthy Families Virginia (HFV) per the Healthy Families America Best Practice Standards and, as such, may be subject to change. The Contractor will inform the Arlington Project Officer of HFV changes to the annual report prior to the report submission deadline.

D. **Incident Reports** - Any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a client/family or staff.

This includes:

- child/spousal abuse or suspicion thereof;
- self-injuring behavior of a family member;
- client/family use of illegal substances;
- physical/verbal threats to Contractor staff by clients;
- threats of suicide or determined high risk of suicide of a client/family member;
- client injury or illness requiring medical treatment or hospitalization; and
- law enforcement contact with or without arrest.

The Contractor shall report such incidents via email to the Project Officer within 24 hours of its occurrence or within 24 hours in which the incident was made known to the Contractor. Within seven (7) business days following the initial electronic report of the incident, the Contractor must submit a detailed report including a detailed narrative of the incident, parties involved, actions taken, steps to prevent future occurrence and possible impact on program operations to the Project Officer.


7. **Promotion/Marketing**

The Contractor shall submit an annually updated program marketing plan to the County Project Officer. The marketing plan must at a minimum include: outreach to hospitals, pediatric care centers, Arlington Department of Human Services and Arlington County Government, Community Service Board services units, Community Policy and Management Teams, Arlington Public School system, juvenile courts, non-profit organizations and community groups. The plan shall include flyers, a website, public service announcements and in-person presentations. The plan must be developed and shared with the Project Officer within 90 days of entering into this contract and updated annually. The Contractor must submit a quarterly marketing activities report detailing specific marketing and outreach activities performed during the reporting period (See reporting requirements).

8. **Invoicing**

The Contractor must submit quarterly invoices for expenses incurred during the time period. The invoices must be submitted to the Project Officer by the 10th of the month following the end of each quarter (April 10th, July 10th, October 10th, January 10th). The quarterly invoice must include copies of receipts for all expenses incurred during the billing period.

EXHIBIT B**Annual Budget FY 2021****(July 1, 2020 – June 30, 2021)**

 <p style="text-align: center;"> Northern Virginia Family Service Healthy Families Arlington FY2021 Budget Request for Arlington County Department of Human Services (July 1, 2020 - June 30, 2021) </p>						
Line Item	Description	Amount	Types of Expense			Cost Basis
			Direct	Allocated	Both	
Salaries	Partial coverage of salaries for 0.25 FTE Director; 0.25 FTE Program Manager; 1.1 FTE Program Supervisors/IMH Specialist; 1.0 FTE FRS; 5.0 FTE FSSs; & 0.13 FTE Program Assistant.	\$199,134.73	x			Actual salaries incurred to perform the program related activities
Payroll Taxes & Benefits	Partial coverage of total program benefits for 0.25 FTE Director, 0.25 FTE Program Manager, 1.1 FTE Program Supervisor, 1.0 FTE FRS, 5.0 FTE FSSs & 0.13 FTE Program Assistant. The NVFS FY21 benefits rate is anticipated to be 26.6%.	\$ 52,969.84		x		Formula - Agency Fringe rate of 20.5% multiplied by sum of salary expenses.
Audit	Allocated portion of agency audit.	\$ 405.00		x		Allocated Audit = (Program Federal expenditures/Agency Federal Expenditures) x Unallocated* Audit Expense
Supplies	Costs associated with materials for program activities.	\$ 1,000.00			x	1. Direct: Supplies specific to the program 2. Allocated Supplies = (Program Salaries/Total Salaries) x Unallocated* Supplies

Postage & Delivery	Costs associated with postage for program correspondence.	\$ 100.00			x	1. Direct: Postage specific to the program 2. Allocated Postage & Delivery = (Program Salaries/Total Salaries) x Unallocated* Postage & Delivery costs
Printing & Duplication	Document printing/duplication related to program activities.	\$ 900.00			x	1. Direct: Printing specific to the program 2. Allocated Printing & Duplication = (Program Salaries/Total Salaries) x Unallocated* Printing & Delivery costs
Communications	Computer and online fees; Monthly service fee or reimbursement for HF staff cell phone use for work purposes.	\$ 2,500.00			x	1. Direct: Communications specific to the program 2. Allocated Communications = (Program Salaries/Total Salaries) x Unallocated* Communication Costs
Occupancy	Monthly office rental expenses are necessary for HF Arlington to provide services and activities. Rent costs are allocated to each program code based on the monthly salary amounts for HF program staff. Arlington County request is for partial coverage of total cost of office rent for program.	\$ 21,000.00			x	Allocated Occupancy = (Program Salaries/Total Salaries) x Unallocated* Occupancy Costs
Repairs, Maintenance & Leases	Allocated portion of equipment repair, maintenance and lease.	\$ 25.00			x	Allocated Repairs, Maint & Leases = (Program Salaries/Total Salaries) x Unallocated* Lease, Maint & Lease costs
Recruitment & Background Checks	Costs associated with recruitment and required background checks.	\$ 200.00	x			Actual Costs related to recruitments
Travel	Partial coverage of mileage reimbursement to staff for work-related travel to home visits, training sessions, meetings or other work	\$ 3,600.00	x			Actual costs related to travel

	activities. Mileage reimbursement at \$0.58/ mile.					
Training & Staff Development	Partial coverage of costs associated with staff training and professional development.	\$ 3,000.00	x			Actual costs related to staff training/development
Insurance	Allocated portion of agency insurance package policy.	\$ 2,500.00		x		Allocated Insurance = (Program Salaries/Total Salaries) x Unallocated* Insurance costs
Interest Expense	Allocated portion of agency interest expenses.	\$ 50.00		x		Allocated Interest Expense = (Program Salaries/Total Salaries) x Unallocated* Interest Expense
Miscellaneous Expense	Allocated portion of expenses not included in other line items.	\$ 160.40		x		Allocated Misc Expense = (Program Salaries/Total Salaries) x Unallocated* Misc. costs
Depreciation & Amortization	Allocated portion of depreciation of office leasehold improvements.	\$ 1,650.00			x	1. Program specific Capitalized Assets based on the Straight line Depreciation method 2. Allocated Depreciation & Amortization = (Program Salaries/Total Salaries) x Unallocated* Depreciation & Amortization costs
Indirect Allocations	Costs associated with the specialized work done by Finance, Human Resources, Information Technology, and Operations teams and other supportive administrative costs (e.g., liability insurance, allocated rent/utilities, audit, etc.) that sustain overall HF Arlington program functioning. NVFS federally approved indirect rate = 20.5%.	\$ 59,284.97		x		Formula - Agency IR 20.5% multiplied by sum of program expenses.
Total		\$348,479.94				

*** Unallocated Expenses are incurred for the benefit of combinations of multiple programs or a specific location/building or the agency as a whole**

EXHIBIT C, HOME Assessment Tool

IT-HOME - 35

Infant/Toddler HOME
Bettye M. Caldwell and Robert H. Bradley
Summary Sheet

Family name _____ Date _____ Visitor _____

Address _____ Phone _____

Child's name _____ Birth date _____ Age _____ Sex _____

Interviewee _____ If other than parent, relationship to child _____

Family composition _____
(persons living in household, including sex and age of children)

Family ethnicity _____ Language spoken _____ Maternal education _____ Paternal education _____

Is mother employed? _____ Type of work when employed? _____ Hrs/Wk _____

Is father employed? _____ Type of work when employed? _____ Hrs/Wk _____

Current child care arrangements _____

Summarize past year's arrangements _____

Other person(s) present during visit _____

Notes _____

SUMMARY

Subscale	Possible Score	Median	Actual Score	Comments
I. RESPONSIVITY	11	9		
II. ACCEPTANCE	8	6		
III. ORGANIZATION	6	5		
IV. LEARNING MATERIALS	9	7		
V. INVOLVEMENT	6	4		
VI. VARIETY	5	3		
TOTAL SCORE	45	32		

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EXHIBIT D, Piccolo Assessment Tool

ID # _____ Name: _____ Child's birth date: ____/____/____ Today's date: ____/____/____



Parenting Interactions with Children

Checklist of Observations Linked to Outcomes

INSTRUCTIONS: Look closely to see behaviors in a quiet parent. Frequency is more important than complexity, but complexity often includes several examples.

SCORING: 0 "Absent"—no behavior observed
 1 "Barely"—brief, minor, or emerging behavior
 2 "Clearly"—definite, strong, or frequent behavior



AFFECTION

Warmth, physical closeness, and positive expressions toward child

#	Parent . . .	Observation guidelines	Absent	Barely	Clearly
1	speaks in a warm tone of voice	Parent's voice is positive in tone and may show enthusiasm or tenderness. A parent who speaks little but very warmly should be coded highly.	0	1	2
2	smiles at child	Parent directs smiles toward child, but parent and child do not need to be looking at each other when smile occurs. Includes small smiles.	0	1	2
3	praises child	Parent says something positive about child characteristics or about what child is doing. A "thank you" can be coded as praise.	0	1	2
4	is physically close to child	Parent is within easy arm's reach of child, comfortably able to soothe or help. Consider context: Expect more closeness for book reading than for playing house.	0	1	2
5	uses positive expressions with child	Parent says positive things or uses words like "honey," "kiddo," or an affectionate nickname. (Note: Emphasis on verbal expressions.)	0	1	2
6	is engaged in interacting with child	Parent is actively involved together <i>with</i> child, not just with activities or with another adult.	0	1	2
7	shows emotional warmth	Parent shows enjoyment, fondness, or other positive emotion about child and directed to child. (Note: Includes verbal but emphasis on nonverbal.)	0	1	2

COMMENTS:

Affection total:

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ID # _____ Name: _____ Child's birth date: ____/____/____ Today's date: ____/____/____



Parenting Interactions with Children

Checklist of Observations Linked to Outcomes

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SCORING: 0 "Absent"—no behavior observed
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 2 "Clearly"—definite, strong, or frequent behavior



RESPONSIVENESS

Responding to child's cues, emotions, words, interests, and behaviors

#	Parent ...	Observation guidelines	Absent	Barely	Clearly
1	pays attention to what child is doing	Parent looks at and reacts to what child is doing by making comments, showing interest, helping, or otherwise attending to child's actions.	0	1	2
2	changes pace or activity to meet child's interests or needs	Parent tries a new activity or speeds up or slows down an activity in response to where child looks, what child reaches for, what child says, or emotions child shows.	0	1	2
3	is flexible about child's change of activities or interests	Parent accepts a child's choice of a new activity or toy or shows agreeableness about the change or about child playing in unusual ways with or without toys.	0	1	2
4	follows what child is trying to do	Parent both responds to <i>and</i> gets involved with child's activities.	0	1	2
5	responds to child's emotions	Parent reacts to child's positive or negative feelings by showing understanding or acceptance, suggesting a solution, reengaging the child, labeling or describing the feeling, showing a similar feeling, or providing sympathy for negative feelings.	0	1	2
6	looks at child when child talks or makes sounds	When child makes sounds, parent clearly looks at child's face or (if eyes or child's face are not visible) parent's position and head movement face toward child.	0	1	2
7	replies to child's words or sounds	Parent repeats what child says or sounds child makes, talks about what child says or could be saying, or answers child's questions.	0	1	2

COMMENTS:

Responsiveness total:

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ID # _____ Name: _____ Child's birth date: ____/____/____ Today's date: ____/____/____



Parenting Interactions with Children

Checklist of Observations Linked to Outcomes

INSTRUCTIONS: Look closely to see behaviors in a quiet parent. Frequency is more important than complexity, but complexity often includes several examples.

SCORING: 0 "Absent"—no behavior observed
 1 "Barely"—brief, minor, or emerging behavior
 2 "Clearly"—definite, strong, or frequent behavior



ENCOURAGEMENT

Active support of exploration, effort, skills, initiative, curiosity, creativity, and play

#	Parent . . .	Observation guidelines	Absent	Barely	Clearly
1	waits for child's response after making a suggestion	Parent pauses after saying something the child could do <i>and</i> waits for child to answer or do something, whether child actually responds or not.	0	1	2
2	encourages child to handle toys	Parent offers toys or says positive things when child shows obvious interest in toys. (Does not include preventing children from mouthing toys.)	0	1	2
3	supports child in making choices	Parent allows child to choose activity or toy <i>and</i> gets involved with activity or toy child chooses.	0	1	2
4	supports child in doing things on his or her own	Parent shows enthusiasm for things child tries to do without help, lets child choose how things are done, <i>and</i> lets child try to do things before offering help or suggestions. Parent can be engaged in activities child does "on his/her own."	0	1	2
5	verbally encourages child's efforts	Parent shows verbal enthusiasm, offers positive comments, <i>or</i> makes suggestions about child's activity.	0	1	2
6	offers suggestions to help child	Parent gives hints or makes comments to make things <i>easier</i> for child without interfering with child's play.	0	1	2
7	shows enthusiasm about what child is doing	Parent makes positive statements, claps hands, or shows other clear positive response to what child is <i>doing</i> , including quiet enthusiasm such as patting child, nodding, smiling, or asking child questions about activities.	0	1	2

COMMENTS:

Encouragement total:

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ID # _____ Name: _____ Child's birth date: ____/____/____ Today's date: ____/____/____



Parenting Interactions with Children

Checklist of Observations Linked to Outcomes

INSTRUCTIONS: Look closely to see behaviors in a quiet parent. Frequency is more important than complexity, but complexity often includes several examples.

SCORING: 0 "Absent"—no behavior observed
 1 "Barely"—brief, minor, or emerging behavior
 2 "Clearly"—definite, strong, or frequent behavior



TEACHING

Shared conversation and play, cognitive stimulation, explanations, and questions

#	Parent . . .	Observation guidelines	Absent	Barely	Clearly
1	explains reasons for something to child	Parent says something that could answer a "why" question, whether child asks a question or not.	0	1	2
2	suggests activities to extend what child is doing	Parent says something child could do to add to what child is already doing but does not interrupt child's interests, actions, or play.	0	1	2
3	repeats or expands child's words or sounds	Parent says the same words or makes the same sounds child makes or repeats what child says while adding something that adds to the idea.	0	1	2
4	labels objects or actions for child	Parent names what child is doing, playing with, or looking at.	0	1	2
5	engages in pretend play with child	Parent plays make believe in any way—for example, by "eating" pretend food.	0	1	2
6	does activities in a sequence of steps	Parent demonstrates or describes the order of steps or does an activity in a way that a definite order of steps is clear even if parent does not say exactly what the steps are. Book reading counts <i>only</i> if parent makes the steps explicit by exaggerating or explaining the steps while reading.	0	1	2
7	talks to child about characteristics of objects	Parent uses words or phrases that describe features such as color, shape, texture, movement, function, or other characteristics.	0	1	2
8	asks child for information	Parent asks any kind of question or says, "tell me," "show me," or other command that requires a yes/no response, short answer, or longer answer—whether or not child replies. Does not include questions to direct attention ("See?") or suggest activities ("Wanna open the bag?").	0	1	2

COMMENTS:

Teaching total:

EXHIBIT E
Northern Virginia Family Service
Healthy Families Arlington
Annual Report Template

TARGET as set by the state	PROGRAM GOALS
Eligibility & Intake	
80%	Assessments will be conducted prenatally or within 2 weeks of the birth of the child
Maternal & Child Health	
75%	Pregnant enrollees will receive adequate prenatal care <i>(i.e., 75% of PN enrollees keep at least 80% of ACOG schedule for PNC).</i>
85%	Prenatal enrollees delivered babies weighing at least 2500 grams (5 lbs, 9.3 oz.).
85%	Teen mothers will have no subsequent births or will have an interval of at least 24 months between identified child's birth and subsequent birth.
75%	Non-teen mothers will have at least 24 months between subsequent births.
85%	Identified children will have primary health care provider within two months of enrollment or birth of the identified child.
80%	Identified children will continue with a primary health care provider.
80%	Identified children will be up-to-date on recommended immunizations due.
Child Development	
90%	Identified children will be screened for developmental delays at least semiannually until 36 months old and at least annually thereafter.
90%	Identified children with possible developmental delays will be referred, with parental consent, to early intervention services to determine need and therapeutic services.
Home Visiting	
75%	Overall home visits due will be completed.
75%	Individual families will receive at least 75% of home visits due.
Parenting	
85%	Participants will demonstrate acceptable level of positive parent-child interaction or show improvement after one year of participation (using PICCOLO tool).
85%	Families will have optimal home environment to support child development or show improvement after one year of participating (using HOME tool).
80%	Fathers who are involved in parenting their children at program entry will continue involvement at same or improved levels
15%	Fathers who are not involved in parenting their children at program entry will demonstrate improved involvement in parenting their children.
85%	Parents surveyed will report <i>HF Arlington</i> helped them with their parenting skills.
Child Abuse Prevention	
95%	Families will have no substantiated cases of child abuse or neglect within the contract period.

EXHIBIT F
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between **Northern Virginia Family Service** (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,
DHS Privacy Officer
2100 Washington Boulevard
Arlington, Virginia 22204

(2) Stephen Maclsaac
County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) County Project Officer
Erika Gibson
2100 Washington Boulevard – 3rd Floor
Arlington, Virginia 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:

Northern Virginia Family Service
Attn: Stephanie Berkowitz
10455 White Granite Drive
Oakton, Virginia 22124

- 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

Business Associate

By: _____
(Signature)

By: _____
(Signature)

Name: Jan Longman

Name: _____

Title: DHS Privacy Officer

Title: _____

Date: _____

Date: _____