

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT NO. 22-DHS-SFA-668

THIS AGREEMENT ("Agreement") is made on $\frac{4/4/2022}{2}$ between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and <u>Achara Consulting</u>, Inc., with a principal place of business located at 200E Randolph St. Suite 5100, Chicago, Illinois 60601 ("Contractor").

- 1. The Contractor agrees to provide Consulting services to help implement a recovery-oriented system of care, as described in Exhibit A, Scope of Work.
- 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 March 31, 2022 and must be completed no later than March 30, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral notice of renewal, authorize continuation of the Agreement for not more than three (3) additional 12-month periods, from March 31, 2023, to March 30, 2026 (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 or goods that the Project Officer accepts, up to the maximum amount of \$76,000 annually, with payment to be made in made in 11 installments of \$6,333.00 each and one of \$6,337.00. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.
- 6. 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.

10. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

- 11. 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.
- 12. 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.
- 13. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
- 14. Except for monthly and final reports identified in the terms of this contract, all materials produced by Contractor under this SOW (including but not limited to webinars, tools, surveys, worksheets,

manuals, guides, podcasts, and presentations) shall remain the sole and absolute property of Contractor, and Contractor shall have title thereto and unrestricted use thereof. Contractor grants to Arlington County Department of Human Services a revocable, worldwide, non-exclusive, royalty free, non-transferable, non-sublicensable license to access and use the materials during the term of the Contract and any subsequent extensions of the Contract. All rights not expressly granted to DBHIDS by Contractor under this Contract are reserved by Contractor. There are no implied rights or licenses under this Contract. Except for the license expressly granted under this section. Contractor retains all rights, title and interest, including all intellectual property rights, in and to the materials.

- 15. The Contractor must provide a certificate of proof of the insurance coverages before the start of work:
 - Workers Compensation-Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
 - Commercial General Liability (CGL) \$1,000,000 combined single limit with \$1,000,000 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 listed as additional insureds on the CGL policy.
 - Umbrella/Excess Liability \$1 Million Bodily Injury, Property Damage and Personal Injury.
 - Errors and Omissions/Professional Liability \$1,000,000 per occurrence/claim.
 - Additional Insured The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
 - Cancellation If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
 - Claims-Made Coverage Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
 - 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.

- 16. The Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability 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.
- 17. 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.
- 18. 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.

- 19. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
- 20. 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.
- 21. 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.
- 22. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. The County does not discriminate against faith-based organizations.

- 27. 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.
- 28. The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail <u>business@arlingtonva.us</u>.
- 29. The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Agreement. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.
- 30. 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.
- 31. 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.
- 32. 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:

Ijeoma Achara-Abrahams, President, Achara Consulting Inc. 200 E. Randolph St. Suite 5100 Chicago IL 60601 Phone: (914)-522-2705 Email: ijeoma@acharaconsulting.com

TO THE COUNTY:

The County Project Officer Lizabeth D. Schuch Behavioral Healthcare Division 2120 Washington Boulevard Arlington, Virginia 22204 Phone: (703)-228-5238 Email: lschuch@arlingtonva.us

<u>AND</u>

Dr. Sharon T. Lewis, Purchasing Division Chief Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500A Arlington, Virginia 22201 Phone: (703) 228-3294 Email: <u>slewis1@arlingtonva.us</u>

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

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

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

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

- 34. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
- 35. This Agreement may be modified only by written amendment.

- 36. 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.
- 37. 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

ACHARA CONSULTING, INC.

SIGNED	Docusigned by: Jomeka D. Price
	5950D4E0ACC0472

SIGNED:

PRINTED NAME: ______ D. Price

PRINTED TITLE: Procurement Officer

DATE: _____

PRINTED NAME: _____Achara-Abrahams

PRINTED TITLE: President

DATE: _____

<u>EXHIBIT A</u> SCOPE OF WORK

Implementing a Recovery-Oriented System of Care (ROSC) in Virginia

Background:

Arlington County received grant funding from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) to lead - in coordination with DBHDS - the statewide effort of implementing a recovery-oriented system of care in Virginia. The state has established a Virginia Recovery Initiative Team (VRI) that consist of 30 representatives from across the state including Community Services Boards (CSBs), State recovery organizations (e.g., Mental Health America Virginia), Managed Care Organizations and others. The VRI team and its subgroups will function in an advisory and oversight role (VRI team leadership), and actively work in coordination with and under the guidance of the Contractor to achieve the goals as outlined below. The grant period is 4 years; at the end of the first contract term (March 30, 2023), the Contractor must achieve the following goals:

Goals for year one

- 1. Establish a base line of the current system.
- 2. Establish a shared vision and initial priorities for a Recovery-Oriented System of Care (ROSC) within the Behavioral Health System in Virginia.
- 3. Determine a strategy for advancing the development of a ROSC in Virginia based on the current state of the system.
- 4. Build local capacity to lead the ROSC development effort.

Further steps and requirements for this contract will be based on findings and recommendations established in year one and will be agreed upon between the VRI leadership and DBHDS in writing and documented in a written amendment to this contract.

The Contractor must provide the following services during year one:

- A. In collaboration with the VRI team, assess the current state of Virginia's Recovery-Oriented System of Care through activities such as:
 - 1) Analyzing sample treatment plans, assessment documents, system performance data.
 - 2) Conducting key stakeholder interviews with CSBs, treatment, peer and other recovery support service staff.
 - 3) Conducting stakeholder focus groups.
 - 4) Learning about and documenting information regarding specialty programs (pertaining to special populations such as chronic homelessness, transition age youth), initiatives (including trauma, health disparities, workforce development), and system challenges (challenges impeding development of ROSC).
 - 5) Examining current provider contract data to explore the alignment with recovery-oriented approaches and opportunities to further leverage contracting.
 - 6) Present a preliminary assessment plan to the Project Officer and VRI leadership.
- B. Collaborate with and engage the VRI team in activities as described in Section E below. Facilitate the assessment/discovery process and provide technical assistance to the VRI team to help achieve the goals outlined in background paragraph and the following objectives:

- 1) Outline the extent to which the treatment system is currently aligned with a recoveryoriented approach, including strengths and opportunities for growth.
- 2) Determine the current status of peer-based and other recovery support services in the system and identify opportunities to further enhance them.
- 3) Gain a preliminary understanding of the extent to which community services and supports are leveraged to support recovery outcomes.
- 4) Gain a broad picture of the extent to which the overall administrative and regulatory environment is aligned with a ROSC framework.
- 5) Identify gaps that might impede a recovery-focused system transformation process.
- 6) Understand the perspectives of individuals who use Virginia's public behavioral health system.
- 7) Create a set of recommendations and a plan to guide implementation activities.
- C. Attend bi-monthly VRI team meetings and other VRI subgroup meetings to provide regular updates on work performed and guide the work those groups are doing. Meeting dates will be provided to the Contractor at least 5 business days in advance by the Project Officer. The Contractor must be available for periodic meetings with DBHDS and the Project Officer as needed. Notice of the meetings will be provided by the Project Officer at least 5 business days in advance.
- D. Complete the tasks as listed in Section E within the timelines listed. Timelines may be adjusted by the VRI team leadership or DBHDS based on need.
- E. Reporting:
 - 1) Submit monthly activity reports together with monthly invoices by the 10th of the month following the month during which the services were provided. The activity report must include short descriptions and dates of meetings attended, technical assistance provided, outreach, discovery activities, processes and forms/documents developed, and others as completed.
 - 2) Submit a final report with findings and recommendations to the Project Officer and VRI Leadership for review and approval by January 15, 2023. If requested, the Contractor must present and discuss the findings and recommendations in a virtual meeting to the VRI team leadership. Any changes to the report as requested by the VRI team leadership must be completed by the end of the initial contract term.

F. The Contractor must meet the following timelines and tasks:

12-month Timeline and Activities:

Timeline may be adjusted based on need and in collaboration with and with approval of Project Officer and VRI leadership.

CONTRACT MONTH	ΑCTIVITY	TASKS
1	Presentation to Virginia	Preparing for the Process
	Recovery Initiative (VRI)	Overview of the process
		Forming change teams
		 Promoting local buy-in
2	Host 1-day ROSC	Orientation
	Leadership Institute for	• What is a ROSC?

	members of the VRI and other key stakeholders	 How to lead transformative change: A Framework for Leading a ROSC* Elements of Achara Consulting's Environmental Scan
3	ROSC Leadership training Technical Assistance (TA)to VRI Change Team	 Preparation for Discovery Process Deep dive into ROSC-focused discovery process Prioritizing the focus areas for the system- and provider-level discovery process Clarifying system and provider discovery questions along with data collection methods
	Planning meetings with The Department of Behavioral Health and Developmental Services DBHDS	Discussing Needs and Next Steps
4	Planning and Development Month	 Preparation for System and Provider Discovery Clarifying roles among VRI, Local Change Teams, DBHDS, and consultants Developing content for focus groups, surveys, document review, process review, stakeholder interviews
	Planning meetings with DBHDS	Discussing Needs and Next Steps
5	ROSC Leadership training TA to VRI Change Team	 Execution of System and Provider Discovery Training for and execution of focus groups, surveys, document review, stakeholder interviews, contract data analysis, and review of performance improvement processes, etc.
	Planning meetings with DBHDS	Discussing Needs and Next Steps
6	ROSC Leadership training TA to VRI Change Team	 Execution of System and Provider Discovery <u>Technical Assistance</u> and support as it relates to focus groups, surveys, document review, stakeholder interviews, contract data analysis, and performance improvement processes
	Planning meetings with DBHDS	Discussing Needs and Next Steps
7	TA to VRI and Change Teams on Data Synthesis	 Execution of System and Provider Discovery <u>Technical Assistance</u> and support as it relates to focus groups, surveys, document review, stakeholder interviews, contract data analysis, and performance improvement processes
8	ROSC Leadership training TA to VRI Change Team	Introduction to Community Discovery Process System and Provider Data Synthesis • Guidance on synthesizing qualitative data Discussing Needs and Next Store
	Planning meetings with DBHDS	Discussing Needs and Next Steps

9	ROSC Leadership training TA to VRI Change Team Planning meetings with DBHDS	 Discovery Findings Report out Reporting discovery process and results Discussing Needs and Next Steps
10	ROSC Leadership training TA to VRI Change Team	 Cooperative planning Establishing collective priorities and a shared vision Identifying measures
	Planning meetings with DBHDS	Discussing Needs and Next Steps
11	ROSC Leadership training TA to VRI Change Team	 Establishing goals, priorities, measures, and planning for change Presentation with summary of the findings of the discovery process, goals, priorities and recommended next steps
12	Planning Meetings with DBHDS	Debriefing the year and planning for next steps

Note: Leadership Training will be tailored to the real-time, on-the-ground needs of the VRI as change teams conduct their community scans; monthly topics noted here are subject to change based on system and participant needs.