

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

CONTRACT AWARD COVERPAGE

TO: PRS INC.	DATE ISSUED:	<u>6/30/2020</u>
10455 WHITE GRANITE DRIVE	CONTRACT NO:	<u>20-798-EP</u>
SUITE 400	CONTRACT TITLE:	<u>SUPPORTED EMPLOYMENT SERVICES</u>
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. 20-798-EP including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 1, 2020

EXPIRES: JUNE 30, 2022

RENEWALS: N

COMMODITY CODE(S): 9523800

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-798-EP

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JOSEPH GETCH, CEO

VENDOR TEL. NO.:

(703) 536-9000

EMAIL ADDRESS: JGETCH@PRSINC.ORG

COUNTY CONTACT: ALAN ORENSTEIN (DHS-BHC)

COUNTY TEL. NO.:

(703) 228-0927

COUNTY CONTACT EMAIL: AORENSTEIN@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

<small>DocuSigned by:</small> <i>Arlene Palmer</i>	<small>Title</small> Buyer	<small>Date</small> 7/17/2020
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ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 20-798-EP

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and PRS, Inc., with a principal place of business located at ("Contractor"), 10455 White Granite Drive, Suite 400, Oakton, VA 22124.

1. The Contractor agrees to provide the following goods or services:

Supported Employment Services per 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 the date of execution. Unless terminated as provided below, the Agreement shall continue until June 30, 2022.
5. The County will pay the Contractor, for services or goods that the Project Officer accepts, \$512,268.00 and \$527,646.08 in year-two, up to the maximum amount of \$1,039,914.08. 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 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.
- Commercial General Liability (CGL)- \$500,000 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 additional named insureds on the CGL policy.
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

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 (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.

15. 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.
16. 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.
17. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
18. 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.
19. 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.
20. 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
21. The County does not discriminate against faith-based organizations.

22. The Contractor will hold all County information and data obtained under this Agreement confidential in accordance with the Nondisclosure and Data Security Agreement attached as Exhibit D. If individual employees or subcontractors of the Contractor will perform work under this Contract on County-owned property, then each must sign a separate individual Nondisclosure and Data Security Agreement before performing any work or being allowed access to County data Attachment XXX.
23. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
24. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
25. 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.
26. 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.
27. 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:

Joseph Getch, Chief Executive Officer
PRS Inc.
10455 White Granite Drive, Suite 400
Oakton, VA 22124
Phone: (703) 536-9000
Email: jgetch@prsinc.org

TO THE COUNTY:

Alan Orenstein, Project Officer
Arlington County, Virginia
DHS – BHC Outpatient Clinical Services
2120 Washington Boulevard, 3rd Floor
Arlington, VA
Phone: (703) 228-0927
Email: aorenstein@arlingtonva.us

AND

Arlene Palmer, Procurement
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201
Phone: (703) 228-3554
Email: ampalmer@arlingtonva.us

28. 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.
29. 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 C, pursuant to 45 C.F.R. §164.502(e) and §164.504(e).
30. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
31. This Agreement may be modified only by written amendment.


32. 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.


33. 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

PRS, Inc.

SIGNED: 
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SIGNED: 
70B6A5F46C14426...

PRINTED NAME: MELONI HURLEY

PRINTED NAME: Joseph Getch

PRINTED TITLE: ASSISTANT PURCHASING AGENT

PRINTED TITLE: Chief Executive officer

DATE: 6/30/2020

DATE: 6/30/2020

EXHIBIT A – SCOPE OF WORK

I. PERFORMANCE SPECIFICATIONS

The Contractor agrees to perform the services (Work) described below. It shall be the Contractor's responsibility to provide the specific services to fulfill the requirements of the Statement of Work.

A. DEFINITIONS AND STANDARDS

1. Supported Education is defined as: Individualized or group assistance that helps Clients with disabilities achieve their educational goals. Services include assisting Clients to identify and access educational reasonable accommodations and providing support services in the community and at school sites.
2. Supported Employment is defined in three (3) phases:
 - a) Assessment Phase – receive referrals; determine eligibility and employment needs; initiate services. This phase lasts approximately one (1) month;
 - b) Active Phase – assist with resumes; prepare for interviews; link to training; provide job placement; and develop jobs. The frequency and time spent with the Client can be intensive or moderate service level. Also provide academic assessments, training, and support for Clients seeking further education. This phase lasts three (3) to six (6) months;
 - c) Monitoring Phase – provide support, two (2) times per year, at minimum, to maintain jobs. Once the Client has obtained employment and is comfortable with the job, the job coach provides support via telephone calls, job-site visits, office face-to-face meetings and 24-hour response to emergencies that may arise at the job. This phase lasts six (6) months to two (2) years.
3. Supported Employment Principles and Standards
 - a) Enhance service accessibility by the absence of exclusion criteria and the active solicitation of and timely response to referrals.
 - b) Complete a rapid search for competitive jobs, typically within a month of program entry.
 - c) Base employer contacts on job choices reflecting the Client's preferences, needs and strengths; job options are in a variety of settings.
 - d) Assist in providing competitive job options that are permanent, rather than temporary; support the Client to find more rewarding job opportunities as the need arises.
 - e) Provide individualized, flexible and time-unlimited follow-along supports; employer supports may include education and guidance; and Client supports may include crisis intervention, job coaching, job counseling, job support groups, transportation, changes in treatment, and a support network; as well as the weekly Employment Dinner.

- f) Provide services in the community setting, both inside and outside of the office.
- g) Provide services that assist in engaging and reaching out to Clients on an ongoing basis in a way that is tolerant of different levels of communication readiness.

B. GENERAL REQUIREMENTS

1. The Contractor shall provide 5.70 Full Time Equivalent (FTE) of direct service-Supported Employment staff and 0.80 FTE for Supported Employment supervision and administration for Clients with serious mental illness (SMI) and or substance use disorders (SUD) served in the Behavioral Health Division (BHD) of the Arlington County Department of Human Services (DHS).
2. Clients shall be deemed eligible for services in accordance with the Virginia Department of Behavioral Health and Developmental Services (DBHDS). It is expected that upon completion of the program, and with the supportive services available, Clients will reach their education and employment goals.
3. Contractor staff shall perform the work on-site at a BHD facility and in the community.
4. Contractor staff will function as members of the BHD integrated care team and provide a full range of employment and education services for Clients with SMI and SUD. Contractor will operate with fidelity to the Individual Placement and Support (IPS) employment model.
5. Contractor staff shall coordinate program services in close collaboration with on-site psychiatric, nursing, and therapy providers, as appropriate, to monitor the severity and urgency of the Client's mental health condition.
6. Contractor staff shall maintain Client records in the BHD electronic health record system, documenting services in accordance with DBHDS, Department of Aging and Rehabilitation Services, and Department of Medical Assistance Services regulatory guidelines and completing all documentation within 24 hours of service.
7. Contractor staff shall coordinate with the County Project Officer to ensure Clients' language needs are addressed, by provision of an interpreter, where necessary. The County will arrange the services or provide guidance to Contractor staff for arranging the services.
8. Contractor staff shall report maintenance, repair and replacement needs for the program space to the BHD Office Manager and Project Officer.

C. SERVICE REQUIREMENTS

1. The Contractor shall accept all referrals from BHD staff and provide an initial assessment within 14 business days of referral.
2. Contractor staff shall assist Clients with career planning and securing gainful employment. This includes: employment and education readiness assessment, job

search, job development, job placement, job coaching and mentorship, job retention support and administrative functions.

3. Adhere to Supported Employment principles and standards as listed Section A, Definitions and Standards
4. Contractor staff shall conduct an initial individual service plan (ISP) within 24-hours of a Client entering the program. A comprehensive ISP shall be completed within 15 days of admission. Contractor's staff must review plans together with the Client at least once quarterly. An ISP must include at a minimum:
 - a) Statement of Client's problem, corresponding needs, and goals consisting of a sequence of measurable objectives to meet identified needs;
 - b) Statement of services to be rendered and frequency of services to accomplish Client's goals and objectives;
 - c) Statement of timeline for accomplishing Client's goals and objectives;
 - d) Projected ancillary services needed by Client and plan for accessing them;
 - e) Designation of staff member responsible for overall case management.
5. The Contractor shall develop new partnerships with educational institutions and private companies and individuals to create additional opportunities for program Clients. This may include identifying accommodation for Clients, specific projects, internship opportunities, recruiting community volunteers to offer computer classes, partner with employers in the community to develop part-time or full-time job opportunities for Clients.
6. The Contractor shall provide individualized and flexible supports, utilizing existing community and program resources as much as possible, as determined by the individual's preferences, skills, abilities and economic requirements.
7. The Contractor shall coordinate with the Arlington Employment Center to organize a job fair, targeted to BHD Clients, at a minimum semi-annually.
8. Contractor staff must provide the work during standard County hours of 8:30AM - 5PM Monday-Friday. There may be occasions where evening or weekend hours will be required to accommodate job placements and/or support job fairs or other public events.

D. PERFORMANCE REQUIREMENTS

1. Contractor staff must provide direct services for at least 70% of their total work hours –1,456 hours out of 2080 hours annualized. Direct services include: employment and education readiness assessment, job finding, job coaching and mentorship, and maintenance support. Documentation and travel time are not considered direct services.
2. The Contractor shall maintain, at minimum, a 45% placement rate and at least 65% job retention, at 90 days, for all Clients placed in employment.

3. Contractor staff shall add ALL Clients who meet the Department of Aging and Rehabilitation Services (DARS), eligibility criteria to the DARS reimbursement waitlist. The County will complete a quarterly review of Client eligibility and will verify that all eligible Clients were added to the waitlist. If a Client is found eligible, but was not added to the waitlist, the County may, at its own discretion, terminate the Contract.

E. STAFFING

1. Supervisor Qualifications, Duties and Expectations
 - a) The Supervisor must have a Master's Degree in a Behavioral Health or related field with at least three (3) years Post-Graduate experience including one (1) year supervising Supported Employment and/or Education Services.
 - b) The Supervisor will receive referrals from BHD program staff and assign them to Employment Specialists on a rolling basis. The Supervisor shall ensure that the initial assessment appointment with the Client occurs within 14 business days of referral. The Supervisor will assign each Employment Specialist to work with specific BHD teams, unless this results in a delay in assessment time.
 - c) The Supervisor shall serve as a liaison to BHD staff and provide prompt resolution to problems, as they arise, during the Contract period.
 - d) The Supervisor shall ensure the program provides state-of-the art, evidence-based Supported Employment and education, in conformance with nationally-recognized standards of fidelity including but not limited to maintaining acceptable caseloads, integration with behavioral health treatment providers, function as an effective team, and assure the absence of exclusionary admission criteria and timely response to referrals, rapid search for employment.
 - e) The Supervisor shall provide at least one (1) monthly supervision meeting for Employment Specialists to assess needs and review goals, including staff preferences, performance reviews, performance ratings, and achievements. The Supervisor must document discussions and provide follow-up on ideas and suggestions from previous meetings and must ensure implementation, of those suggestions, occurred where feasible. In preparation for the supervision meetings, the Supervisor should review staff supervision plans, staff caseloads, Client documentation, productivity outcomes and written performance evaluations.
 - f) The Supervisor shall lead weekly program staff meetings. In preparation, the Supervisor must develop the agenda, review emails, voice mails and the Activities Action Plan such as job development activities, Job Fairs, retreat and strategic planning days. The Supervisor shall take notes, at the meeting, for follow-up on important issues.
 - g) The Supervisor shall provide direct services to approximately ten (10) BHD Clients (25% of the Supervisor's time must be used for providing direct services to Clients).

- h) The Supervisor shall provide administrative functions such as administering Client satisfaction surveys, addressing concerns/conflicts raised by Clients and families, referring sources, employers and County staff. The Supervisor shall meet with the County Project Officer at least once monthly to provide an update on performance issues, successes, complaints, incidents, or expected deviation from target metrics.
- i) The Supervisor shall capture and enter information into the County's Electronic Health Record System and the County's MS Access data base to include:
 - i. Collect and update Client and service information in the MS Access data base used for the tracking program utilization and outcomes and generating required reports (e.g., the program Performance Monitoring Plan, and State and local accountability reports).
 - ii. Collect new Client referral and admission information.
 - iii. Collects monthly employment statistics from staff regarding the monthly number of Clients obtaining employment and progressing throughout all employment phases.
 - iv. Update employment outcomes in the monthly tracking report.
 - v. Provide quarterly employment outcome data for the state report.
 - ii. Respond to information inquiries from a variety of sources
 - iii. The Supervisor shall establish and implement a formal performance evaluation process, approved by the County Project Officer, that includes evaluation and quality control procedures to monitor the program's progress and effectiveness. Outcomes shall be:
 - Observable and measurable
 - Disaggregated by gender, race, ethnicity, and zip code
 - Measured at routine intervals
 - Used as part of continuous quality improvement to inform service delivery
 - Indicative of how individuals are benefiting from service
 - Indicative of Client satisfaction

2. Employment Specialists Qualifications, Duties and Expectations

- a) Direct service staff certified as Qualified Mental Health Professionals (QMHP-A) in Virginia is preferred. The qualifications of non-QMHP staff to be hired on or after July 1, 2020 must first be reviewed and approved by the Contract Officer.
- b) Experience working with young adults with serious mental illness and substance use disorders
- c) Experience with community-based services

- d) Knowledge of evidence-based supported employment and supported education services and Supported Employment fidelity scale
 - e) Ability to negotiate with employers
 - f) Experience providing career development services, including career planning, vocational assessment, resume assistance, workshops and job search assistance. Must be able to engage, educate, coach and mentor Clients to be successful in the workplace.
 - g) Must have experience working with persons of varying cultures; multi-lingual or bi-lingual staff, depending on service demands, is preferred.
3. The Contractor shall operate a personnel system, which includes:
- a) Standards of conduct, employee ethics, conflicts of interest, annual employee performance evaluations, equal employment opportunity, and appropriate initial employee orientation.
 - b) Written, up-to-date, job descriptions that exist for all positions covered by this Contract, including identified essential functions, explicit responsibilities, and qualification statements expressed in terms of knowledge, skills, and abilities as well as occupational qualifications or requirements.
 - c) Incumbents of positions, which require specific levels of education or training, shall have documentation of this education or training contained in the appropriate employee folders.
 - d) Training records for employees shall be updated as staff completes additional training or educational programs.
 - e) Procedures regarding criminal background (<https://law.lis.virginia.gov/vacode/title37.2/chapter4/section37.2-416/>) and Virginia Central Registry check for staff (<https://law.lis.virginia.gov/vacode/title37.2/chapter4/section37.2-408.1/>), driving record check, required Tuberculosis testing (<https://law.lis.virginia.gov/admincode/title12/agency35/chapter105/section510/>), which comply with State legislation, laws and licensure standards.
4. The Contractor shall ensure that all staff who work directly with Clients covered by this Agreement receive training and/or orientation prior to their work with Clients regarding:
- a) The Supported Employment model;
 - b) Policies and procedures regarding Client confidentiality;
 - c) Policies and procedures that assure Client rights, including orientation to human rights regulations;
 - d) Service documentation procedures;
 - e) Health maintenance, to include infectious disease control and proper nutrition, and safety-related monitoring;
 - f) All applicable training required by State Licensure regulations.

- g) Admission criteria and intake procedures;
- h) Information on external resources and referral procedures;
- i) Preparation of individual treatment plans; documentation of service provision in Client files;
- j) Job retention and support services and follow-up procedures;
- k) Policies and procedures for discharge or termination of Clients
- l) All applicable aspects of program operation necessary to the fulfillment of objectives under terms of the approved services contract.

The Contractor shall also provide annual reports of staff training to the County Project Officer and cooperate in evaluations on the effectiveness of staff training.

II. ADHERENCE TO LOCAL STATE & FEDERAL REGULATIONS

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

1. All applicable Federal and State laws and regulations (12WAC35-115 -Rules and Regulations to Assure the Rights of Clients Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services) for the assurance of the individual rights of Clients served by the program. The Contractor shall submit a copy of its approved Human Rights Plan, evidencing State approval, to the Project Officer.
2. All applicable State Department of Behavioral Healthcare and Developmental Services' (DBHDS) licensure regulations and satisfy applicable inspection, licensing, provider, contractual, and reporting requirements of the Virginia Departments of Health, Medical Assistance Services, Rehabilitative Services, and Social Services. The Contractor shall provide the County with copies of such reviews.
3. Federal Confidentiality of Alcohol and Substance Abuse Records, 42 C. F. R. Part 2.
4. All applicable provisions of Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Act of 1975, the Civil Rights Act of 1991, regulations issued by the Federal Granting Agencies, Executive Orders 11246 and 11375, and other federal and state mandates or subsequent amendments and regulations developed pursuant thereto, to ensure that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in services operated or funded as a result of this Contract on the grounds of race, color, national origin, age, gender, or disability.

5. All applicable provisions of Title 37.2 of the Code of Virginia and all other applicable statutory, constitutional mandates, regulations, and policies, as well as the State DBHDS Community Services Board policies and procedures including but not limited to:
 - a) Virginia Freedom of Information Act, Sections 2.23700 et seq through 346, 1, including its notice of meeting and public meeting provisions;
 - b) Government Data Collection Act, Sections 2.2-3800 et seq;
 - c) Virginia Disclosure of Patient Information to Third Party Payors by Professionals, Sections 37.1-225 through 233;
 - d) Virginia Substance Abuse Services, Sections 37.1-203 through 223;
6. Virginia Human Rights and Licensure Regulations and Procedures for Continuity of Care between Community Services Boards and State Psychiatric Facilities (available from the VADBHDS).

III. BUDGET AND FINANCE

The County will pay the Contractor for the expenses for operation of the Supported Employment program.

1. The County may reduce the maximum Contract amount, if denied by Federal, State, or local sources, due to the Contractor's violation of reporting or other requirements. If possible, the Contractor shall be notified thirty (30) days in advance of implementation of such funding reductions.
2. The Contractor shall maintain a financial system, which includes:

Operation of financial management, procurement, and contracting systems that are consistent with Virginia Financial Management Standards for Community Services Boards, Accounts Receivable and Reimbursement Procedures, and Community Services Boards Procurement Procedures Manuals issued by Virginia DBHDS.
3. The Contractor agrees to the following fiscal and budget reporting requirements:
 - a) The Contractor shall permit authorized representatives of the County or the State to review all records of the Contractor as deemed necessary. All accounts of the Contractor are subject to such audit and financial review, regardless of whether the funds are used exclusively for specific program activities or mingled with funds for other Contractor activities.
 - b) The Contractor shall submit financial reports at the request of the County at any time during the period of service covered by this or any preceding Agreements.
4. The Contractor is expected to maximize revenue from other sources. Any revenue generated from third party sources will offset Contract costs directly. The Contractor must comply with all DARS and Medicaid documentation requirements for individuals identified by the Department as receiving Medicaid funding or for services reimbursed by DARS.

5. Travel expenses and costs related to performing the job will be covered under the contracted cost per staff member.

IV. REPORTING REQUIREMENTS

1. State DBHDS Licensure reports, including annual evaluations or any other reports associated with on-site inspections by Licensing Specialists.
2. Client Incident Report (due next workday for emergencies of a medical or behavioral-nature, due within five (5) workdays for other incidents).
3. Reports of actual or suspected violations of Client human rights (e.g., investigations by the Regional Human Rights Advocate; all contacts made to Adult Protective Services).
4. The Contractor shall submit the following reports and work products to the designated Project Officer:

<u>Report or Product</u>	<u>Date Due or Frequency</u>
Policy and Procedure Manual Updates	Within ten (10) working days of changes
Program License Renewals	Within ten (10) working day of renewal
Service Utilization Reports	Ten (10) working days after end of each month
Outcome and Performance Measure	Quarterly
State Performance Contract	As required by State and County deadlines
End of year evaluation report	Annually
Updated staff roster and training	Annually
Critical Incident Reports	As incidents arise (per DBHDS standards)
Internal investigation reports for allegations of abuse, neglect, or exploitation	As incidents arise (per DBHDS standards)
Other reports deemed necessary	Upon request
Total individual wages and hours worked, average hours per week, average hourly rate.	Annually

Unduplicated Demographics of Clients Served	Q1	Q2	Q3	Q4	Total (Actual Year-End)
<u>Race</u>					
American Indian or Alaskan Native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
Hispanic or Latino					
Other					
Don't Know/Declined to Answer					
<u>Age</u>					
Under 18					
18-24 years old					
25-39 years old					
40-60 years old					
60+ years old					
Don't Know/Declined to Answer					
<u>Gender</u>					
Male					
Female					
Transgender					
Non-Binary					
Other					
Don't Know/Declined to Answer					
<u>Country of Origin</u>					
Add a row for every country of origin served					
<u>Zip Code of residence</u>					

Organization Name: PRS, Inc						
FY20 - Quarterly Programmatic Report	Contracted Targeted Goal	Q1	Q2	Q3	Q4	Total (Actual Year-End)
<u>Clients Served</u>						
Duplicated number of Arlington resident Clients served through Supported Employment Services by phase						
Unduplicated number of Arlington resident Clients served through Supported Education Services						
Total unduplicated Clients served						
<u>Reimbursements</u>						
Number of Clients on DARS waitlist						
Number of Clients approved for DARS reimbursement						
Total revenue generated by non-County billing						
<u>Outcomes Measures</u>		<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	Average (Actual Year-End)
Number and % of Clients served who are employed within quarter						
Number and % of Clients employed who maintain employment in a single job for more than 90 days						
Number of new Clients referred to program						
Fidelity scale scores						
Number of Arlington employers						

Number of public outreach events and job fairs						
Client satisfaction with services						

V. INVOICING

1. Requests for Payment - The Contractor shall submit an invoice to the County on a monthly basis. Invoices shall be submitted by the 10th day of the month, following the rendering of services.
2. Invoice Content -Invoices shall contain the Contractor’s letter head, a unique sequential invoice number, invoice date, County Purchase Order number, authorized Contractor personnel signature, and reflect all actual costs incurred by the Contractor. Corresponding timesheets must be attached as supporting documentation.
3. Invoice Approval -- All invoices submitted shall be reviewed and certified by the County Project Officer acknowledging (1) receipt of satisfactory services, and (2) adherence to total cost ceilings. If the County disagrees with the amount of any payment request, the County will request necessary changes.
4. The County may withhold payment or credit fees of an invoice until the work is approved as satisfactorily completed and with all products, reports and deliverables satisfactorily accounted.

VI. COMMUNITY RELATIONS

1. The Contractor shall attend meetings of the Arlington Community Services Board, Neighborhood Advisory Committee and other community citizen advisory bodies, as requested by the County, and shall provide reports and other information to the County, if requested.
2. The Contractor shall deal expeditiously with any community complaints or problems related to the Supported Employment program and shall keep the Project Officer informed of complaints/problems and efforts to address them.

VII. ROLE OF ARINGTON COUNTY

1. BHD will serve as the central screening and referral source for Clients who receive services as well as provide ongoing treatment services and case management support. Further, a Project Officer will be assigned as the liaison with the Contractor regarding day to day operation of the program and Client monitoring.
2. Maintain and repair the building, located at 2120 Washington Boulevard, Arlington, VA 22204.
3. Pay for utility services, including electricity, gas, water and telephone.
4. Provide work stations, computers and access to County systems, office supplies and equipment.

5. BHD maintains full responsibility for overall case coordination and referrals to the Contractor based upon individual choice, matching of individuals' needs, location, transportation and cost.
6. BHD reviews required program documentation (incident reports and required documentation), monitors activities (site visits, individual records, audits, financial statements).
7. The Department also monitors environmental factors, such as significant events, trends, issues and interest group expectations.

VIII. PROJECT OFFICER

The County Project Officer or designee will be responsible for monitoring the Contract and Contractor performance, which includes:

1. Determining acceptability of all reports, materials and work products called for in this Agreement;
2. Reviewing pertinent information provided by the Contractor about each Client approved for intake;
3. Performing periodic reviews and assessments of Client files to verify nature and degree of intervention therapy, level of Client monitoring, and completeness of Client records;
4. Attending Client staff meetings or observing other project activities to ensure Contract performance;
5. Serving as the liaison between the Contractor and the County for the purpose of communication and coordination; and
6. Reviewing all invoices and authorization of payment;
7. Conducting random site visits to monitor and assess the operations of the program, interview program Clients, and address and resolve any program performance issues.

EXHIBIT B – BUDGET SUMMARY

Year 1

The Contractor shall be paid for FTE slot filled at the following rates:

	FTE	Max	Hourly
Employment Services Worker	5.70	\$397,322	\$33.51
Employment Services Supervisor	0.80	\$114,946	\$69.07
Contract Maximum	6.50	\$512,268	

Year 2

The Contractor shall be paid for FTE slot filled at the following rates:

	FTE	Max	Hourly
Employment Services Worker	5.70	\$409,269.12	\$34.52
Employment Services Supervisor	0.80	\$118,376.96	\$71.14
Contract Maximum	6.50	\$527,646.08	

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between _____ (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) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

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

(3) County Project Officer

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

PRS, Inc.

Attn: Mary Brown, Chief Clinical Officer (Privacy Officer)

10455 White Granite Drive, Suite 400

Oakton, VA 22124

PRS, Inc.

Attn: Joseph Getch, Chief Executive Officer

10455 White Granite Drive, Suite 400

Oakton, VA 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: _____

Name: _____

Title: County Privacy Officer

Title: _____

Date: _____

Date: _____

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No.20-798-EP (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

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

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

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The

Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

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

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

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

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

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

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT E

NONDISCLOSURE AND DATA SECURITY AGREEMENT

(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 20-798-EP (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

Project and only in accordance with the County's and my employer's access and security policies or protocols.

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

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

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

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

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

from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT