

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

CONTRACT AWARD COVERPAGE

TO: Neighborhood Health	DATE ISSUED:	July 1, 2021
667 Richmond Highway	CONTRACT NO:	22-DHS-SS-258
Alexandria, Virginia 22306	CONTRACT TITLE:	Primary Care Services

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

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DHS-SS-258 including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2021

EXPIRES: June 30, 2022

RENEWALS: THIS IS THE FIRST (1ST) YEAR AWARD NOTICE OF A POSSIBLE TWO (2) YEAR CONTRACT

COMMODITY CODE(S):

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 22-DHS-SS-258

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Dr. Basim Khan **VENDOR TEL. NO.:** (703) 778-7157

EMAIL ADDRESS: bkhan@neighborhoodhealthva.org

COUNTY CONTACT: Ela Bledowski, DHS – BHD **COUNTY TEL. NO.:** (703) 228-5004

COUNTY CONTACT EMAIL: ebledowski@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Tomeka Price **Title: Procurement Officer** **Date:** 8/11/2021

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

AGREEMENT NO. 22-DHS-SS-258

THIS AGREEMENT is made, on July 1, 2021, between Neighborhood Health, 6677 Richmond Highway, Alexandria, Virginia 22306 ("Contractor") a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Business Associate Agreement
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit E – Reports

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to operate a Federally Qualified Health Center (FQHC), to provide primary medical care for the Department of Human Services (DHS), Community Services Board (CSB) clients and any eligible Arlington County resident in need of medical services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on July 1, 2021 and must be completed no later than June 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than one (1) additional 12-month period, from July 1, 2022 to June, 2023 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and up to a total contract amount of \$75,000.00 annually for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

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

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

7. PAYMENT

The Contractor must submit quarterly invoices to the County's Project Officer by the 10th of the month following the end of each Quarter (October 10th, January 10th, April 10th, July 10th), who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

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

9. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

10. NO WAIVER OF RIGHTS

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

11. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under

other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. COUNTY PURCHASE ORDER REQUIREMENT

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

14. BACKGROUND CHECK

The Contractor is responsible for completing a criminal background check and a Virginia Central Registry check through the Virginia Department of Social Services for each person working on this contract and ensuring that subcontractors and volunteers comply with this background check requirement. The Contractor must inform the County immediately of any findings involving its staff or a subcontractor. Any finding may result in the immediate removal of the individual from the contract.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

18. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

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

19. SEXUAL HARASSMENT POLICY

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

20. SAFETY

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

21. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

22. INDEMNIFICATION

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

23. DATA SECURITY AND PROTECTION

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

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit C and D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited

to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made

without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. COUNTY EMPLOYEES

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

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

27. AUTHORITY TO TRANSACT BUSINESS

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

28. RELATION TO COUNTY

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

29. ANTITRUST

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

30. REPORT STANDARDS

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

31. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of

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

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

32. ASSIGNMENT

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

33. AMENDMENTS

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

34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

35. DISPUTE RESOLUTION

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

36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

37. ARBITRATION

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

38. NONEXCLUSIVITY OF REMEDIES

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

39. NO WAIVER

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

40. SEVERABILITY

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

41. ATTORNEY'S FEES

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

42. SURVIVAL OF TERMS

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

43. HEADINGS

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

44. AMBIGUITIES

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

45. NOTICES

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

TO THE CONTRACTOR:

Dr. Basim Khan
Neighborhood Health
6677 Richmond Highway
Alexandria, Virginia 22306

TO THE COUNTY:

Mridu Tripathi, Project Officer
2120 Washington Blvd, 4th floor
Arlington, Virginia 22204
Email: mtripathi@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

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

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

46. ARLINGTON COUNTY BUSINESS LICENSES

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

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. LIMITED ENGLISH PROFICIENCY

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

49. HIPAA COMPLIANCE

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

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

50. ADA COMPLIANCE

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

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

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

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Excess Liability – \$1,000,000 that applies to general liability and auto liability.
- e. Professional Medical Liability or Medical Malpractice - \$2,000,000 per occurrence.
- f. Employee Dishonesty Bond or Crime Liability - \$1,000,000 or \$1,000,000 per occurrence, respectively.
- g. Abuse and Molestation Insurance - \$1,000,000 per occurrence.
- h. Cyber Liability – \$2,000,000 per occurrence.
- i. Property Insurance - property insurance covering the value of the building and contents owned by the vendor or that the vendor is responsible to replace
- j. 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.
- k. 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.
- l. 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.
- m. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

NEIGHBORHOOD HEALTH

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Basim Khan
D1D7C153191346C...

NAME: TOMEKA D PRICE

NAME: Basim Khan

TITLE: PROCUREMENT OFFICER

TITLE: Executive Director

DATE: 8/11/2021

DATE: 8/11/2021

EXHIBIT A
SCOPE OF WORK

The Contractor agrees to operate a Federally Qualified Health Center (FQHC), to provide primary medical care for the Department of Human Services (DHS), Community Services Board (CSB) clients and any eligible Arlington County resident in need of medical services, according to the requirements below. FQHCs are community-based health care providers that receive funds from the [Human Resources & Services Administration \(HRSA\)](#), to provide primary care services in underserved areas.

The Contractor must operate the FQHC in accordance with the following requirements:

1. Operational Requirements for the Clinic

- A. The Contractor shall operate its FQHC clinic at the Arlington County Department of Human Services, Behavioral Health Division, at 2120 Washington Blvd, 3rd floor, Arlington, Virginia five (5) days/week (Monday through Friday) for at least 8 hours per day. Any changes in clinic hours should be mutually agreed upon by the County and Contractor. The Contractor shall not operate the clinic during County holidays unless written permission is obtained from the Project Officer.
- B. The Contractor shall ensure that the clinic operations meet all state, federal and local licensing and regulatory requirements including HRSA program requirements. Clinic operations must be conducted in a professional, caring, recovery-oriented manner and in keeping with the standard of care prevalent in the Commonwealth of Virginia for other primary care facilities and primary care facilities who also specialize in the treatment of patients with mental health and/or substance abuse issues. [Health Center Program Compliance Manual introduction | Bureau of Primary Health Care \(hrsa.gov\)](#)
- C. The Contractor shall accept clients for primary medical care services who are referred by DHS staff based on eligibility criteria developed and agreed upon by the County and the Contractor. Once seen by a FQHC primary care provider, the clients will become joint clients of Arlington County DHS and FQHC and their care will be coordinated by the primary care provider and DHS staff.
- D. The Contractor may serve individuals that are not Arlington County DHS clients; however, DHS clients must be given priority when scheduling initial and follow-up appointments.
- E. To assure continuity of the required primary health services, the Contractor must have in place provisions for promptly responding to patient medical emergencies during the clinic's regularly scheduled hours; and clearly defined arrangements for promptly responding to patient medical emergencies after the health center's regularly scheduled hours. These procedures must be in compliance with HRSA requirements and be made available for review by the County Project Officer. (HEALTH CENTER PROGRAM COMPLIANCE MANUAL LINK)
- F. The Contractor shall report incidents involving safety of clients or staff to the Project Officer within 24 hours. This includes the following: assault or violent interaction, threat of violence, client-staff altercation, infectious exposure or potential infectious exposure, client or staff injury, client or staff emergency requiring ambulance transport, fall without injury, behavioral incident with injury, self-injurious behavior, suspected abuse, property damage, or client reported missing.
- G. Maintain the clinic in a hygienic and orderly manner. All medical decision-making is within the sole discretion of the FQHC qualified medical care providers. Nothing in the Contract shall be construed to limit the Contractor's responsibility to manage the details or execution of the work performed.

- H. Properly store, safekeep and dispense medical devices, pharmaceuticals and/or prescription scripts. Proper care must be taken when prescribing medications to ascertain from the patient and county records current prescription drug use and any interactions as well as titration, as appropriate. Record keeping shall also include de-identified tracking for payment and invoicing purposes.
- I. The Contractor and its staff shall comply with all applicable local, state and federal laws and guidelines.
- J. The Contractor must have downtime procedures for loss of computer accessibility; ensure risk management policies are being followed; alert malpractice carrier and the County to any potential liability issues immediately; ensure medical records are being stored and released appropriately. The FQHC must use a 2014 Office of the National Coordinator (ONC) certified Electronic Health Record System which is HIPAA and meaningful use compliant. [Benefits of EHRs | HealthIT.gov](#)
- K. The Contractor shall be responsible for maintaining the physical safety and security of clients and staff using the primary care clinic area. Any facility maintenance issues related to County property must be reported immediately to the Project Officer.
- L. Implement and operate a personnel system that includes at a minimum the following:
 - 1) Written personnel policies and procedures which address benefits, classification and compensation, discipline (standards of conduct), employee performance evaluation, continuing education requirements, initial orientation and in-service training, equal employment opportunity, grievance process, hours of work, leave, outside employment, recruitment and selection, transfer and promotion, termination and layoff, and travel and on- the-job expenses.
 - 2) Written job descriptions with explicit responsibilities and qualification statement for all positions, and a system for documentation of employees' work-related education and training.
 - 3) Provision of bilingual staff (English/Spanish) and/or utilization of contracted interpreter services to ensure interpretation services for patients are available during clinic hours. The Contractor must have policies and procedures in place to implement the services including staff training. Policies must be made available upon request. The County may determine at its sole discretion that the Contractor's bilingual staff must complete a language proficiency assessment through a certified provider. In such instance, the Contractor must ensure the testing is completed and a copy of the certification is submitted to the Project Officer within 30 days upon request. Any bilingual staff not passing the language proficiency assessment shall not occupy a bilingual position or provide interpretation or translation services of any kind. Any cost associated with the testing will be the sole responsibility of the contractor.
 - 4) Ensure that all staff are trained in their job duties and responsibilities and maintain the credentials or certifications they hold.
 - 5) All hiring shall be conducted in compliance with local, state, and federal equal employment opportunity regulations.

2. **Clinical Operations and Services**

A. **Primary and Preventative Care**

- 1) The FQHC shall serve primarily DHS clients referred by various DHS programs. DHS clients must be prioritized with the goal of providing evaluation appointments to a new client with a specific medical complaint or concern within 14 days and within 28 days for a routine primary

care screening or to establish care with a provider and who may not have a particular concern or complaint. Follow-up appointment slots must also be prioritized and made available within 14 days of the initial appointment for DHS clients if requested. The County and Contractor should review primary care appointment availability quarterly to develop steps to improve access for DHS clients if necessary.

- 2) The FQHC shall provide the same array of primary care services and in the same manner for DHS program clients as for the general FQHC's clients served at other sites, including but not limited to adult medicine, pediatrics, women's health, and dental care. If a service is not available at the DHS site, it can be provided at another site.
- 3) For each client encounter, clinic practitioners shall take an appropriate medical history, perform a physical examination of the relevant body systems, make a clinical diagnosis, initiate required treatment and make any required subsequent disposition. A client may not receive a physical exam if they choose to meet with the practitioner through Telehealth.
- 4) Clinic practitioners shall administer screening tests for at least the following biometrics and risk factors:

Risk Factors	Screening Tests
Diabetes Control	Percentage of patients with diabetes diagnosis who have had hemoglobin A1C measured in the calendar year, and whose hemoglobin A1C level is less than 9.
Adult weight screening and follow-up	Percentage of patients age 18 years and older with a calculated body mass index (BMI) in the past 6 months documented in the medical record and if the most recent BMI is outside the parameters, a follow-up plan is documented.
Cervical Cancer Screening	Percentage of women 21-64 years of age who were screened for cervical cancer using either of the following criteria: <ul style="list-style-type: none"> • Women age 21-64 who had cervical cytology performed every 3 years. • Women age 30-64 years who had cervical cytology/HPV co-testing every 5 years.
Colorectal Cancer Screening	Percentage of patients ages 50-75 who had appropriate screening for colorectal cancer (Fecal Occult Blood FIT test in the past 12 months, or Colonoscopy in the past 10years)
Tobacco Screening and Cessation	Percentage of patients who were screened for tobacco use and who received cessation counseling, or medication intervention if identified as tobacco user.
Screening for Hyperlipidemia	Percentage of males over the age of 35 or females over 45 years (who are at increased risk for cardiovascular disorders) who have been screened for lipid disease.

- 5) Clinic practitioners shall administer or make referrals for all vaccinations, immunizations and screenings as per US Preventive Services Task Force (USPSTF) [United stated preventive services taskforce](#) prevention and screening guidelines and [Centers for Disease Control and Prevention](#) (CDC) recommended immunizations.
- 6) FQHC staff shall make all necessary follow up appointments according to availability of appointment slots during the FQHC clinic hours at the Arlington location as appropriate. Urgent follow up appointments at other FQHC sites must be made available as needed.
- 7) Clinic practitioners shall ensure that urgent medical needs of DHS clients will be handled in a manner consistent with the medical needs of the client and within the standard of care. This will include calling emergency services or arranging for referral to the emergency department of an appropriate hospital.
- 8) In any emergency for which clinic practitioners are not qualified or are unable to provide appropriate care, clinic practitioners shall call 911, and provide services to stabilize the patient until qualified emergency care and services can be provided to the patient.
- 9) All care shall be properly and fully documented in the clients' charts. Charting by exception is strongly discouraged.

B. Specialty Care Referrals

- 1) Clinic practitioners shall refer DHS clients requiring medically necessary services beyond the scope of services available at the clinic sites to appropriate outside sources.
- 2) Contractor staff shall maintain collaboration and coordination with the client's treating physician or specialist/s at all times to effectively treat, refer and monitor clients.
- 3) When referring clients to or collaborating with other specialty care providers, practitioners must protect clients' privacy and comply with all HIPAA requirements.

C. Case Management

- 1) The Contractor shall provide onsite medical case management including referrals to specialty care and coordination with *Patient Assistance Program* (assistance offered through pharmaceutical companies for uninsured clients) medication applications for clients requiring these services because of level of complexity of condition, high-risk patients, relevant co-morbidities, and/or compelling psycho-social aspects of their condition.
- 2) The Contractor shall coordinate medical case management in collaboration with the Arlington County clinical team.
- 3) If Contractor provides health education and support related to chronic disease management and lifestyle changes, Contractor staff must use a client-centered approach, be mindful of the clients' level of education and overall interest in behavior change. Contractor may also refer clients to appropriate County wellness programs.

D. Prescriptions

- 1) Clinic practitioners shall be responsible for all prescriptions necessary for appropriate primary care treatment and will use FQHC forms for such prescriptions or utilize e-prescribing.
- 2) Clinic practitioners will be responsible for assuring safety by checking their prescriptions against known medications being used by the DHS client for possible reactions and adhering to applicable state law and safety guidelines including use of Virginia Prescription Drug

Monitoring Program (PMP) if prescribing controlled substances including opioids Records of all medications prescribed from external providers will be added to the respective medical records.

- 3) Contractor will ensure that DHS clients are able to utilize the FQHC medication assistance resources, including the 340B Drug Pricing Program and Prescription Assistance Programs, to assist them in accessing medication subsidy programs as appropriate. [Health Center Program Compliance Manual introduction | Bureau of Primary Health Care \(hrsa.gov\)](#)
- 4) Contractor will ensure locked pharmaceutical storage space/equipment is used in accordance with Board of Pharmacy regulations if providing medications at the DHS clinic location.
- 5) Contractor will implement a medication quality assurance plan to eliminate possible medication errors. Medication errors include wrong person, wrong medicine, wrong dose, wrong time, wrong route, medication administered but not recorded, missed medication due to staff error, and other medications errors. All medication errors must be reported to the DHS Project Officer through quarterly reports. Refer to Exhibit E for reportable incidents.

E. Medical and Mental Health Emergencies

The Contractor should maintain a protocol to handle medical and mental health emergencies. At a minimum, the protocol shall include the following steps:

- 1) Initial assessment of immediacy and severity of the emergency.
- 2) Notification and cooperation with appropriate County agencies, including DHS, Office of Emergency Management, Fire Department, and Police Department.
- 3) Established relationship with DHS Behavioral Healthcare Division emergency staff for assistance with psychiatric emergencies.
- 4) Liaison with local hospital emergency rooms to facilitate admission of DHS clients.

F. Laboratory Services

- 1) The contractor should provide clients access to laboratory services in accordance with its procedures for all patients. If clients need to utilize and pay for diagnostic services elsewhere, the client must be provided an order for the services, assistance in scheduling the appointment and all efforts must be documented in the chart. The contractor may reach-out to the case manager if follow-up or assistance is needed to ensure the services were scheduled. Follow-up for outside services should be made as determined appropriate.
- 2) For specimens that are collected at the clinic, but the actual testing of the specimens is not performed onsite, the contractor shall ensure that the specimen is collected, stored, and transported in the proper manner. Test results will be forwarded to County case manager when requested. The Contractor must ensure that a signed *Release of Information* form is on file.

G. Clinic Staffing

The Contractor must ensure that on-site staff fulfill the requirements and responsibilities including but not limited to those described below:

Guide and direct the clinical care program to ensure appropriate mechanisms are in place for the delivery of high-quality patient care.

- 1) The Contractor should provide qualified and properly trained employees for clinical operations. If a Nurse Practitioner (NP) is employed, the Contractor is responsible for clinical supervision of the work in accordance with Virginia Laws. The Physician/NP and Registered Nurse (RN)/Licensed Practical Nurse, LPN (jointly referred to as "clinic practitioners") shall be licensed to practice in the Commonwealth of Virginia and shall maintain that licensure in good standing throughout the term of this contract.
- 2) The Contractor shall ensure all clinical staff are current on licenses and CPR (Cardiopulmonary Resuscitation) certifications.
The Contractor shall manage the credentialing, privileging, and insurance enrollment process for applicable medical staff. The contractor will ensure that providers operating in the DHS site are covered by Federal Torts Claims Act malpractice coverage at all times and provide copy of the current malpractice insurance coverage.
- 3) The Contractor shall staff its front desk for onsite registration, scheduling and check in of clients and insurance verification. The contractor's non-medical staff shall be trained to effectively communicate and interact with persons with mental health or substance abuse issues.
- 4) The clinic office staff must be available to address questions; arrange for temporary staff or rearrange staff schedules for shortages; meet or speak with patients with complaints; notify the County Project Officer of such complaints.
- 5) The Contractor staff shall comply with all County/DHS rules and regulations applicable to Arlington County staff when working at the 2120 Washington Blvd, 3rd floor, Arlington, VA 22204 site. These rules and regulations include but are not limited to wearing appropriate protective clothing, appropriate dress, OSHA compliance/training, staff identification, HIPAA confidentiality and customer services. Applicable DHS rules and regulations will be made available upon contract start. Not following DHS rules and regulations might result in the removal of the staff from the premises at the discretion of the County. In that case, the parties will work to determine the process for allowing the return of the FQHC employee to the County premises and/or consequences up to and including permanent removal from the program. The Contractor shall be responsible for ensuring that all duties and responsibilities for the removed or terminated employee are covered to minimize delays in services.
- 6) The Contractor shall train its staff in Red Flag Rules, Blood Borne Pathogens and HIPAA compliance. as well as those outlined in paragraph N, below.
- 7) The Contractor shall staff the clinic with direct employees, not with subcontractors unless temporary coverage is required.

H. Clinic Operations

- 1) The Contractor will maintain day-to-day operations of the clinic including appointment scheduling, answering phones, patient registration, and clinical care.
- 2) The Contractor will provide all necessary clinical and administrative equipment (except as noted below); this equipment will remain the property of the Contractor.
- 3) The Contractor shall Maintain a medical record system for the clinic that complies with all applicable state www.vhima.org/resources/record-retention/ (§ 54.1-2910.4.) and federal laws, including but not limited to the Health Insurance Portability and Accountability Act

HIPAA and the needs of DHS (Department of Human Services) clients and their governmental sponsors. According to § 54.1-2910.4. Practitioners licensed under this chapter shall maintain health records, as defined in § [32.1-127.1:03](#), for a minimum of six years following the last patient encounter. However, such practitioners are not required to maintain health records for longer than 12 years from the date of creation except for (i) health records of a minor child, including immunizations, which shall be maintained until the child reaches the age of 18 or becomes emancipated, with a minimum time for record retention of six years from the last patient encounter regardless of the age of the child or (ii) health records that are required by contractual obligation or federal law to be maintained for a longer period of time. Health records that have previously been transferred to another practitioner or health care provider or provided to the patient or his personal representative are not required to be maintained beyond such transfer or provision.

- 4) The Contractor shall observe and comply with infection control protocols and standards. <https://www.osha.gov/sites/default/files/publications/3439at-a-glance.pdf>

I. Continuity of Operations

- 1) In the event of severe weather conditions or other emergencies, the Contractor shall work directly with Arlington County's Project Officer to determine whether the clinic will be closed for the day. In the event of such an emergency, the FQHC shall attempt to contact each scheduled client to alert them of the closure and then reschedule the client within ten days of the closure, or sooner if medically necessary.
- 2) The Contractor shall have a contingency plan for computer equipment downtime or in the event of utilities failure, loss of operations or space. A copy of the plan shall be provided to the County's Project Officer upon request. The contingency plan shall define the processes that will be utilized to ensure continuity of patient care and the integrity of the patient's medical record during periods of loss of operations or computer functions.
- 3) The Contractor's systems are down, clinical practitioners shall maintain manual documentation with required entries made into the electronic medical records system within seventy-two (72) hours of the system becoming operational. The Contractor shall provide the necessary training to clinic personnel on the procedures to follow during computer downtime to ensure the continuity of care provided to the patient. Have an established policy and procedure for Medical Equipment Management to help minimize equipment downtime and conduct periodic inspection of all medical equipment. This policy shall clearly define the responsibilities and procedures to follow in maintaining medical equipment, and what steps to follow in the event of medical equipment failure. Equipment shall be monitored on a regular basis, at least annually and included on the Medical Equipment Flow Sheet. The date of inspection, results of inspection (which would include any equipment failures) and inspector's initials shall be documented and must be made available upon request.

J. Use of Clinic Space

- 1) The Contractor shall utilize the space provided by the County including County-paid utilities

and custodial services. The Contractor must conduct a full and complete inspection thereof and agrees that the clinic space is suitable for the FQHC's needs and for the fulfillment of the obligations under this agreement.

- 2) The Contractor understands and agrees that it will be using the clinic space without any Arlington County representation or warranty, express or implied in fact or by law, and without recourse against the County as to the layout, condition or usability of the clinic spaces.
- 3) The Contractor is solely responsible for the cleanliness, preparation and readiness of all examination rooms and lab rooms necessary for provision of care, examination of patients and drawing blood and bodily fluids. The Contractor is responsible for ensuring the space provided meets the needs of the patients and ensures their medical safety while in the clinic.
- 4) The Contractor shall operate the clinic space only for the operation of a health clinic and other uses incidental thereto, such as clinic record keeping, receptionist services, and marketing of clinic services as detailed in the operating procedures. Any proposed change in the use by the FQHC of the clinic spaces shall require the prior written approval of Arlington County DHS.
- 5) The Contractor shall not make any alterations, installations, changes, replacements, repairs, additions or improvements (collectively, "alterations") in or to the structural elements of the clinic spaces. The Contractor shall not make any non-structural or cosmetic alterations to the clinic spaces without the prior written consent of the County.
- 6) The Contractor shall not install personal property, trade fixtures, machinery, equipment or other temporary installations in or upon clinic spaces if such installation requires, involves, or includes alterations to the walls, ceiling or floor of the clinic spaces without the prior written consent of the county, which consent may be granted or withheld in the county's sole and absolute discretion. Alterations to the walls, ceiling and floor includes but is not limited to drilling, nailing, bolting, or otherwise fastening equipment in a fashion that would require puncturing the walls, ceiling or floor. All such installed personal property, trade fixtures, machinery, equipment or other temporary installation in the clinic spaces shall not be removed from the clinic spaces without the County's prior written consent. The Contractor shall bear all the costs of removal, and shall, at the contractor's expense, repair all damage to the clinic spaces caused by such removal.
- 7) The Contractor is responsible for the theft, loss, damage or destruction of any personal property, trade fixtures, machinery, equipment, supplies or temporary installations of the FQHC, its employees or authorized subcontractors.

K. Clinic Equipment

- 1) The Contractor is responsible for providing all supplies needed for the proper provision of all services as outlined in this agreement. Expenses beyond those covered by the agreed upon funding will be at the contractor's sole cost.
- 2) The Contractor shall store all supplies separately from those of the County's in specific areas designated by the county.
- 3) The Contractor is responsible for any damage, loss or destruction of clinic equipment beyond that which is attributable to ordinary wear and tear.

L. HIPAA Regulations and Quality Assurance

- 1) The Contractor shall comply with the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act (HIPAA) 1996 to protect sensitive information from being accessed inappropriately.
- 2) Contractor staff must ensure that program clients sign a separate HIPAA-compliant medical release form annually allowing for the details from their Arlington DHS record to be shared

with the FQHC staff and for their primary care records to be shared with Arlington DHS staff as needed for coordination of care purposes.

- 3) The FQHC staff shall ensure that Medical Release of Information forms are signed by the client per HIPPA requirements whenever seeking third party documentation and no protected information shall be provided to anyone other than the client or his or her legal designee.
- 4) Have policies in place to monitor and restrict user access to sensitive data. Violators are subject to administrative action and possible criminal prosecution for misuse. Monitoring restricted records ensures the confidentiality of the sensitive information as well as demonstrating our due diligence.
- 5) The Contractor programs shall be managed with consistent attention to quality through program-specific Performance Improvement Programs. All services shall be surveyed by the relevant professional accreditation organizations as a means of demonstrating the high quality of care. Specific clinical performance measures, required of all FQHCs must be reported annually to HRSA (Health Resources and Services Administration) /Bureau of Primary Health Care.

M. Reporting Responsibilities

The Contractor must submit the following reports (see table in Exhibit E, Reports):

- 1) Quarterly Reports – Submit to Project Officer by the 10th of the month following the end of each quarter.
 - Roster of all DHS clients seen by the FQHC.
 - Number and percent of patients seen who were uninsured, had Medicaid, had Medicare, and who had private insurance.
 - Aggregated race and age information on clients served.
 - Selected patient outcome measures like A1C for high blood pressure and BMI (body mass index) for diabetes
 - Clients who have not kept their yearly physical appointments.
 - Staffing updates (Hiring, Separations)
 - Financial Reports (must be submitted together with the quarterly invoice): The Provider shall submit quarterly and year-end financial reports. The reports shall include total client revenue for the site, and total operational costs.
 - Third-Party Payment Report (must be submitted together with the quarterly invoice)- the number of services billed, and the amount and type of third-party reimbursement received (i.e., Medicaid, Medicare, and Individual Insurance companies).
 - Quality Assurance activities, findings and corrections related to client care
- 2) Annual Reports – submit to the Project Officer by July 15
 - Client Satisfaction Survey by the FQHC.
 - Financial Report (Submit year-end financial report. The reports shall include total annual client revenue for the site, and total operational costs.
 - Annual Summary Report- A year-end summary report with number of new and total CSB clients seen, percent of patients seen who were uninsured, had Medicaid, Medicare, and who had private insurance, race, age and outcome measures to be submitted.
- 3) Citations

The Contractor shall submit any notices of citation resulting from audits by regulatory agency

that affect the operations of this clinic within 10 business days of receipt.

Any facility concerns must be reported to the Project Officer within two (2) business days of becoming aware of the issue. If it includes a safety concern, it must be reported immediately. Other reports as needed requested by the County shall be provided within the time frame agreed upon between the County and the Contractor and upon request if needed.

N. Client and Third-Party Payments

- 1) The Contractor is responsible for billing and receiving payments for medical services from the client or from third party payers. Contractor is responsible for credentialing providers, contracting with third party payers, and all processes required for efficient and effective third-party billing.
- 2) The FQHC shall use its Board of Directors approved sliding fee discount scale, used for all the FQHC clients who do not have insurance or who have high copays or deductibles.
- 3) The Contractor shall use all client and third-party payments received to offset current and future costs for the program.

O. Responsibilities of Arlington County, Department of Human Services

- 1) Provide access to designated spaces 5 days per week, during scheduled office hours at the Arlington DHS site for the FQHC to provide primary care during regular business hours. Should demand require additional space and hours, the parties may agree in writing to such changes as appropriate.
- 2) Assign a Project Officer who will be responsible for the oversight of the contract and will be the primary contact for all contract related issues.
- 3) The County and the Contractor shall develop a referral process that minimizes barriers for patients wishing to access services, minimizes inefficiencies, and satisfies FQHC eligibility requirements. County and FQHC staff will meet regularly to review referral process and update as necessary.
- 4) Assist program clients in scheduling visits for primary medical care provided by the FQHC, the County will provide contractor staff with the necessary training and Electronic Health Record System (EHR) access to complete financial determination for all referred clients. Level of access to the system will be based on the role of each staff.
- 5) Provide clients with a mutual Release of Information form (ROI), should a client wish to access primary medical care from the FQHC. Upon endorsement and agreement by the client in writing, specific registration data will be provided to the FQHC.
- 6) Provide the Contractor access to space for storage of supplies and HIPPA (Health Insurance Portability and Accountability Act) compliant storage of medical records at the clinic sites.
- 7) Provide space for lab draws and dedicated compliant locked space for primary care pharmaceuticals as necessary.
- 8) Allow Contractor staff to use office equipment such as telephones, fax lines, copiers and other general business machines as needed, so long as such use is only for direct use of clinic staff and is necessary for the provision of medical services to DHS clients.
- 9) Provide access to off-street parking for Contractor staff.
- 10) Communicate as requested with Contractor staff regarding clinical information on a shared client, only if the client provides a proper written release for such an exchange of information.
- 11) Assign Arlington DHS staff to attend joint meetings with FQHC staff as agreed upon to further the objectives of the program and to discuss issues of mutual interest.

12) Notify the Contractor in a timely manner of weather/emergency related closings or other interruptions to the clinic workdays.

3. Quality Assurance and Contract Monitoring

A. The Contractor must cooperate with the County to conduct quality assurance and contract compliance reviews. The Contractor shall provide access to staff, files and reports necessary to complete the reviews for management, licensure and fiscal compliance purposes. Reviews may include, but are not limited to the following:

- Review of budget
- Review of any proposed facility and/or program changes
- Discussion of any issues raised by clients or staff.
- Discussion of any contract or compliance issues
- Any other issues deemed appropriate to ensure compliance with this agreement.

The Contractor agrees to supply the Project Officer with requested documentation and access to staff to conduct such reviews.

B. Contractor agrees to provide County access to their electronic health record system (EHR) for review of client files; Contractor must have staff available to assist County staff when using the system.

4. Invoicing and Payments

A. The Contractor is responsible for submitting an invoice for payment in the agreed-upon format by the 10th of the month following the month during which the services were provided. Program income, which includes all payments received in cash, credit card and insurance reimbursements must be deducted from the total amount billed to the County.

B. All quarterly invoices must be accompanied by the quarterly Financial Report and Third-Party Payment Report. All reimbursement or payment requests are subject to approval by the County Project Officer, validating the expenses as allocable to the contract along with sufficient supporting documentation:

- If the Project Officer, disapproves a payment request or portion thereof, the Contractor will be given the opportunity to clarify or change the payment request within a given time frame.
- The Contractor must make at least three (3) documented attempts to collect payment from DHS clients while ensuring that no client is denied services based on inability to pay. Billing and collection from clients must be done in an, respectful and culturally appropriate manner, assuring that procedures do not present a barrier to care, and that client privacy and confidentiality are protected throughout the process.
- Contractor staff must accept cash, credit/debit card payments from clients.
- At the end of each business day, Contractor staff should reconcile payments and ensure received payments are deposited or kept in a secure place.

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between Neighborhood Health (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) County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) County Project Officer
Mridu Tripathi
Management Analyst
2120 Washington Blvd
Arlington, VA, 22204

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

Neighborhood Health
Attn: Dr. Basim Khan
6677 Richmond Highway
Alexandria, Virginia 22306

- 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

DocuSigned by:
By: Marcy Foster
(Signature) 493...

Name: Marcy Foster

Title: County Privacy Officer

Date: 8/11/2021

Business Associate

DocuSigned by:
By: Basim Khan
(Signature) 46C...

Name: Basim Khan

Title: Executive Director

Date: 8/11/2021

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Neighborhood Health ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-DHS-SS-258 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

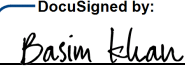
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The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

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

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

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

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

Authorized Signature:  _____
DocuSigned by:
DjD7C153191346C...
 Basim Khan Executive Director

Printed Name and Title: _____

Date: 8/11/2021

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 22-DHS-SS-258 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

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

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

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

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

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

**EXHIBIT E
REPORTS**

<u>Reports</u>	<u>Due Date or Frequency</u>	<u>Submitted to</u>
<u>Incidents</u>		
<u>Incidents involving client or staff safety</u>	<u>Within 24 hours</u>	<u>Project Officer/Medical Director</u>
<u>Quarterly</u>		
DHS client roster report	10th of the month after end of quarter (10th of October, January, April and June 30th)	Project Officer/Medical Director
Quarterly report to include unduplicated number of DHS client, total number of DHS and non-DHS clients, number of client visits, no show and cancellations for the quarter, age/race demographic data, outcome measures and insurance breakdown for clients.	10th of the month after end of quarter (10th of October, January, April and June 30th)	Project Officer/Medical Director
Financial Reports (submitted together with the quarterly invoice): The reports shall include total client revenue for the site, and total operational costs.	10th of the month after end of quarter (10th of October, January, April and June 30th)	Administrative Officer
Third-Party Payment Report (submitted together with the quarterly invoice)- the number of services billed, and the amount and type of third-party reimbursement received (i.e., Medicaid, Medicare, and Individual Insurance companies).	10th of the month after end of quarter (10th of October, January, April and June 30th)	Administrative Officer
<u>Annual</u>		
Client Satisfaction Survey	July 15th.	Project Officer/Medical Director
Annual Summary Report- A year-end summary report with number of new and total CSB clients seen, percent of patients seen who were uninsured, had Medicaid, Medicare, and who had private insurance, race, age and outcome measures to be submitted.	July 15th.	Project Officer/Medical Director
Financial Report The report shall include total annual client revenue for the site, and total operational costs.	July 15th.	Project Officer
<u>As requested</u>		
Policies and Procedures	Upon Request	Project Officer/ Medical Director
Other reports deemed as necessary.	Upon Request	Project Officer/Medical Director