

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

NOTICE OF AWARD OF CONTRACT

TO:	DATE ISSUED:	JULY 12, 2011
COMMUNITY SYSTEMS, INC. 8136 OLD KEENE MILL ROAD, SUITE B-300 SPRINGFIELD, VA 22152	CURRENT CONTRACT NO:	518-12
	CONTRACT TITLE:	RESIDENTIAL SUPPORT SERVICES FOR INDIVIDUALS WITH INTELLECTUAL DISABILITIES
	PRIOR CONTRACT NO:	287-10

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2012.

AWARD IS CONTINGENT UPON RECEIPT BY THE COUNTY PURCHASING AGENT OF A COPY OF THE INSURANCE CERTIFICATE, AS SPECIFIED IN THE CONTRACT DOCUMENTS.

This is the FIRST year award notice of a possible TEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 518-12, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT B OF AGREEMENT 518-12 (ATTACHED)

EMPLOYEES NOT TO BENEFIT:


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

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VENDOR CONTACT: <u>SUSAN GREENE</u>	TELEPHONE NO.:	<u>703-913-3150</u>
VENDOR PAYMENT TERMS: <u>NET 30 DAYS</u>		
EMAIL ADDRESS: <u>SGREENE@CSI-VA.ORG</u>		
COUNTY CONTACT: <u>JENNIFER MCKINNEY</u>	TELEPHONE NO.:	<u>703-228-1717</u>
EMAIL ADDRESS: <u>JMCKIN@ARLINGTONVA.US</u>		

CONTRACT AUTHORIZATION

DISTRIBUTION

  
Ivette Gonzalez  
Procurement Officer

7/12/11  
Date

VENDOR: 1  
BID FOLDER: 2

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

AGREEMENT NO. 518-12

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between **Community Systems, Inc.** 8136 Old Keene Mill Road Springfield, VA 22152 ("Contractor"), a Delaware 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 Service"), Exhibit B ("Contract Rates"), Exhibit C ("Nondisclosure and Data Security Agreement") and Exhibit D ("Business Associate Agreement") ("Contract Documents").

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 shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall 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 of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (alternatively "Work"). The primary purpose of the Work is to provide residential support services for eligible individuals with intellectual and developmental disabilities as defined by the Core Service Taxonomy. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's 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 shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

**3. CONTRACT TERM**

The Work shall commence on July 1, 2011, and be completed no later than June 30, 2012 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory

performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than nine (9) additional twelve (12) month periods from July 1, 2012 to June 30, 2021 (Each such period shall be referred to as a "Subsequent Contract Term"). The Contract Amount and the hourly rate for each Subsequent Contract Term shall be in an amount mutually agreed upon but which will in no event exceed the funds appropriated for the service by the County Board of Arlington County. The total Contract Amount may be increased or decreased during the Initial and Subsequent Contract Terms if available funds exceed or, in the alternative, are not sufficient to maintain then current service levels.

**4. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment Terms paragraph below, and Exhibit B ("Contract rates") for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

**5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U - NOT USED**

**6.1. PAYMENT**

The Contractor shall submit invoices for all services provided under this Agreement to Medicaid through the Virginia Department of Medical Assistance (DMAS) for all individuals supported who qualify for such funding.

**6.2. PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

**6.3. EXTRA FEES**

The Contractor shall not charge any client or any client's family any fee in addition to the rate specified in this Agreement unless such charges are approved by the County prior to the start of such services. The County shall be liable only for payment of funds encumbered by

Purchase Orders issued by the County for services delivered under this Agreement.

**7. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

**8. ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

**9. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in the Contract Amount paragraph unless otherwise agreed by the parties in writing.

**10. REIMBURSABLE EXPENSES - NOT USED**

**11. REIMBURSABLE TRAVEL-RELATED EXPENSES - NOT USED**

**12. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this 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 (7) 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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 the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**13. NON-APPROPRIATION**

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**14. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, 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 Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

**15. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.

**16. PROJECT STAFF**

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

**17. BACKGROUND CHECK - NOT USED**

**18. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

**19. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**21. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**22. SAFETY**

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

**23. WARRANTY**

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

**24. UNSATISFACTORY WORK - NOT USED**



**25. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

**26. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

**27. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, 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 work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

28. INTELLECTUAL PROPERTY INDEMNIFICATION - NOT USED

29. COPYRIGHT - NOT USED

30. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

**31. DATA SECURITY**

The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit C. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

**32. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, 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 offer was made without collusion or fraud and 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.

**33. COUNTY EMPLOYEES**

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**34. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**35. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia

during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the option of the County.

**36. RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

**37. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

**38. REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and

- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

**39. AUDIT**

The Contractor shall secure an independent certified public accountant's audit of its finances and program operation after the close of each fiscal year (June 30), but no later than September 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the Contractor as may be deemed necessary by the County to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

**40. ASSIGNMENT**

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

**41. AMENDMENTS**

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

**42. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**43. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

**44. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**45. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

**46. NONEXCLUSIVITY OF REMEDIES**

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

**47. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**48. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**49. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**50. SURVIVAL OF TERMS**

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

**51. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**52. NOTICES**

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

**TO THE CONTRACTOR:**

Susan Greene  
Community Systems, Inc.  
8136 Old Keene Mill Road, Suite B-300  
Springfield, VA 22152

**TO THE COUNTY:**

The County Project Officer  
Jennifer McKinney  
Arlington County, Virginia  
Department of Management and Finance  
2100 Washington Boulevard, 4<sup>th</sup> floor  
Arlington, VA 22204

**AND**

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201



**53. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**54. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers 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, and acceptable to the County. The minimum insurance coverage shall be:

- a. **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. **Commercial General Liability** - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. **Business Automobile Liability** - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry **Professional Liability** insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. **Additional Insured** - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

- f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. **Contract Identification** - The insurance certificate shall state this Contract's number and title.
- i. **Fidelity Bond** - The Contractor shall furnish proof of a fidelity bond covering all officers and employees who are responsible for the receipt, custody and disbursement of funds or assets. The amount of the bond shall be a minimum of \$50,000.
- j. **Officers and Director's Bond** - Provide a bond covering each of its officers, directors, agents or employees who receive or deposit funds, make payments, or prepare financial documents or statements in connection with this Contract in the minimum amount of \$50,000 with 60 calendar days notice provided by the insurer in advance of implementing a decision to cancel or not to renew the bond, or to make any changes in the provision thereof.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in

the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

**55. ACCESSIBILITY OF WEB SITE - NOT USED**

**56. HIPAA COMPLIANCE**

The Contractor shall comply with all applicable legislative and regulatory requirements of 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 shall be designated a Business Associate pursuant and will be required to execute an Arlington County Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington County's Business Associate Agreement and in a form approved by the County. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors and for the failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH, and shall indemnify County for any and all loss, damages, liability, exposure, or costs resulting therefrom.

**57. ADA COMPLIANCE**

Compliance with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
- b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.
- c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.
- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE:

*Richard D. Warren, Jr.*

NAME AND TITLE: RICHARD D. WARREN, JR.  
PURCHASING AGENT

DATE: 7/12/11

COMMUNITY SYSTEMS, INC.

TAXPAYER ID: 51-0281350

AUTHORIZED  
SIGNATURE:

*Exec Dir*

NAME AND TITLE: Exec Dir

DATE: 6/29/11

**AGREEMENT NO. 518-12**

**EXHIBIT A**

**SCOPE OF SERVICE**

The Contractor shall provide Residential Services for individuals with intellectual disabilities, served by the Arlington County Intellectual & Developmental Disability Services Bureau ("IDDS").

**BACKGROUND**

The County is responsible to ensure that within the limits of available funding, comprehensive and high quality residential services are provided to its residents with intellectual disabilities. Residential Services provided under this contract for individuals with intellectual disabilities include:

**Intensive Residential Services:** The Contractor shall provide 24 hour supervision with intensive supervision and supports to individuals served, as specified in each individual's plan for supports.

**Supervised Residential Services:** The Contractor shall provide up to 24 hour supervision and supports to individuals served, as specified in each individual's plan for supports.

**Supportive Residential Services:** The Contractor shall provide one-to-one support to individuals in their own housing arrangements and in the community, as specified in each individual's plan for supports.

The Contractor agrees to perform the services described below. It shall be the Contractor's responsibility to provide the specific services set forth and to assure sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the work performed. The Contractor understands that this is a requirements contract which does not obligate the County if no services are required or requested, or obligate the County to any minimum purchase of service.

**Section I. Role of Arlington County Department of Human Services (DHS)**

A. DHS will designate a staff person or persons to serve as primary contact(s), and to work directly with the Contractor to resolve any conflicts which may arise regarding the operation of the program (e.g., lengths of stay, process for accepting clients, submission of required reports, incident reporting, and problem resolution). DHS, Aging and Disabilities Division and the Intellectual & Developmental Disability Services Bureau will serve as the single point of entry for Arlington consumers into the services under this agreement.

- B. DHS will provide the following assistance:
  - 1. Orientation and consultation for the Contractor staff regarding the services and programs offered by DHS and related County agencies;
  - 2. Information and inclusion of Contractor staff in pertinent in-service training opportunities within DHS, to the extent that the Contractor staff can be accommodated;
  - 3. Referral to and coordination with Mental Health Crisis intervention services, employment/vocational/day program services, and social and financial supportive services for clients, where appropriate and under eligibility guidelines of the relevant programs, and in accordance with DHS intake procedures.
- C. The DHS Aging and Disability Services Division (ADSD) will assign a person to facilitate the following:
  - 1. Assignment of a Support Coordinator for each individual who has been authorized and accepted for services in the program;
  - 2. Evaluation and prioritization of all referrals for admission to services in accordance with agreed upon admissions criteria/standards; (See Section II., A. #5)
  - 3. Utilization review of the service, technical assistance and investigation of fraudulent activity;
  - 4. Resolution of programmatic and other concerns with appropriate Contractor staff as they are identified.
- D. DHS will provide to the Contractor a copy of Community Services Board and ID subcommittee meeting minutes and agendas of upcoming meetings when available.

**Section II. Performance Specifications**

- A. General Requirements
  - 1. The Contractor shall make available to the County upon request any requested data, procedures, or policies related to programs and services covered by this Agreement. The Contractor shall provide access to the County to the facilities, individuals-, records, materials, and data arising from this Agreement, in a manner that is consistent with legally required client confidentiality and which presents a minimum disruption to program operations.

2. Copies of all individual-specific records pertaining to services provided to current or former individuals as a result of this contract or its predecessor contract(s), upon termination of this contract by either party, will be made available to any successor service provider upon formal written request of the County and with written authorization of the client. To protect the interest of individuals supported, the County will serve as custodian of the records in the event of any interruption of services.

3. The Contractor shall obtain written approval from the County prior to the implementation of any material changes in support/service models or program philosophy.

4. The County will provide the Contractor with referrals for individuals eligible for services.

5. All residential programs shall at a minimum meet all Licensure, Department of Social Services, and Medicaid standards applicable to their respective programs.

6. The Contractor shall maintain updated individualized Plans for Supports for all individuals receiving services with the appropriate Licensure, Department of Social Services and Medicaid Protocol. Support plans should minimally include: an assessment of individuals' strengths and preferences, outcomes, and support activities, target dates for achievement and identified staff responsible for supporting the individual.

7. The Contractor shall maintain discharge criteria for all programs. The Contractor shall notify the individual's Support Coordinator prior to discharge of an individual currently being supported. The Contractor shall establish a coordinated discharge plan with the individual's Support Coordinator and the individual (unless clinically contraindicated). A discharge report shall be submitted to the Project Officer and the Support Coordinator within 10 days of discharge.

8. The policy and/or procedure of the Contractor regarding the reporting of individual abuse, neglect or exploitation should be in compliance with Adult Protective Services standards.

9. The Contractor and the Project Officer will meet at a minimum annually to discuss program changes, issues and overall contract compliance.

10. The Contractor shall operate in compliance with the State Performance Contract that has been established between the ACCSB and the Virginia Department of Behavioral



Health and Developmental Services.

11. The Contractor shall telephone the County Project Officer right away and file the incident report within 24 hours of any serious event that occurs on the program property, or involving any individual receiving support through this contract. Serious incidents include: any illegal act by staff or individuals supported, acts or threats of violence, theft, death, any accident where serious injury occurred, and/or any situation that requires the intervention of police, emergency medical services, the Emergency Services Unit of the Arlington Mental Health Center, or the fire department. All other (non-serious) incident reports should be received within 5 business days from the date of the incident with all follow-up completed within 10 business days of the incident.

12. The Contractor shall provide services for individuals of diverse languages and cultural backgrounds, reflective of the population found in Arlington, and should describe strategies for providing support.

13. Any information, reports, or other material given to, prepared or assembled by the Contractor under this contract shall not be sold or otherwise made available to any individual or organization without prior written approval.

14. Participate in meetings with other service providers including community vocational and habilitation programs.

B. Definitions

1. Unless otherwise amended, the Contractor shall provide Residential Services as defined by the Virginia DBHDS Core Services Taxonomy.  
<http://www.dbhds.virginia.gov/documents/reports/OCC-2010-CoreServicesTaxonomy7-2v2.pdf>

C. Requirements

Residential Services are meant to support individuals with skill-building activities in order for them to achieve and maintain residential and community stability and independence in the most appropriate, least restrictive environment.

1. The Contractor shall provide Residential Supports that must be authorized by the DBHDS or the Project Officer for adults with an intellectual disability who are living in various residential settings. The program is meant to provide the support and supervision necessary to maintain residential stability and independence.

a. Residential Support activities shall be based on

an individual's Plan for Supports that is developed and written by contractor's staff in collaboration with the individual, the Support Coordinator and other support systems as appropriate.

b. The yearly assessment and ISP must be developed within sixty (60) days of the initiation of services, submitted to the individual's Support Coordinator and pre-authorized by DBHDS.

2. Supports must be provided where the individual lives, works and recreates. The Plan for Supports shall provide for regularly scheduled activities during evening hours as well as weekends. The supports are meant to be hands-on teaching, coaching and training model to develop, maintain, and enhance community living skills. Contractor shall ensure that the Residential Services are developed to provide the following:

a. Residential activities that promote the principle of inclusion and person-centered planning;

b. Skill-building in/or reinforcement of functional skills and appropriate behavior related to the individual's health and safety, and activities of daily living;

c. Skill-building in/or reinforcement of functional skills for independent living to include, but not limited to:

- Personal care activities (toileting, bathing and grooming; dressing; eating; mobility; communication; household chores; food preparation; shopping, etc)

d. Skill-building in/or reinforcement of functional skills related to the use of community resources (transportation, shopping, restaurants, social and recreational activities, etc), as appropriate

e. Skill-building in adapting behavior for community and home environments, for example (not all inclusive):

- Developing a circle of friends;
- Handling social encounters with others; and
- Redirecting anger towards others

f. Monitoring of health, nutrition, and physical condition and support with medication management.

g. Assistance with personal care, activities of daily living, and use of community resources, for example (not all inclusive):

- Completing personal care tasks when physically unable to learn to do so;

- Ensuring hygiene and eating needs are met, such as hand-over-hand shaving or tooth brushing; and
  - Completing daily tasks, such as laundry, meal preparation, using the bank, or other tasks essential to the individual's health and welfare.
- h. Support with transportation to and from training sites and community resources; and
- i. Specialized supports to ensure the individual's health and safety.

D. Staffing

The Contractor shall operate a personnel system that includes:

1. Standards of conduct, professional conduct employee ethics, conflicts of interest, employee performance evaluations, equal employment opportunity, appropriate initial employee orientation, employee-County contract protocol, and on-the-job expenses.

Written, up-to-date job descriptions that exist for all positions and include identified essential functions, explicit responsibilities, and qualification statements expressed in terms of knowledge, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements. Incumbents of positions that require specific levels of education or training shall have documentation of this education or training contained in the appropriate employee files. Copies of employee criminal background check shall be filed with the Contractor.

2. The Contractor shall ensure that all staff who work directly with individuals under this contract receive training prior to their work with them, consistent with licensing regulations, including but not limited to:
  - a. objectives and philosophy of the organization;
  - b. practices of confidentiality;
  - c. practices that ensure their rights including orientation to human rights regulations;
  - d. applicable personnel policies;
  - e. emergency preparedness procedures; criteria included in this policy should be consistent with DBHDS licensure standards;
  - f. orientation to the Arlington Intellectual & Developmental Disabilities Bureau and Department of Human Services system;
  - g. infection control practices and measures, and safety-related monitoring;
  - h. other policies and procedures that apply to specific positions and specific duties and responsibilities, and
  - i. DBHDS licensure standards regarding smoking.

3. The Contractor shall ensure that all staff who works directly with consumers pass the Mental Retardation Orientation Training before providing service, and receive training per DBHDS Licensing regarding:

- a. crisis prevention and intervention;
- b. First aid and CPR training;
- c. all applicable aspects of program operation necessary to the fulfillment of service objectives under terms of this Agreement.

- d. the terms of this Agreement relevant to the conduct of staff responsibilities to include reporting requirements;

- e. the principle of person-centered approaches to delivery of supports;

- f. the principle of community inclusion accompanied by information about community resources;

- g. the interdisciplinary approach as it relates to clients' service delivery to include the role of the staff in participation in the individuals' Interdisciplinary Teams (IDT), the development and implementation of Individual Service Plans (ISP), and the appropriate interaction of staff with other service providers; and

- h. behavioral support principles and the appropriate implementation of positive behavior support plans

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

5. The Contractor shall, within the limits of the approved personnel budget, obtain consent from the County prior to material changes to individual program staffing, or in program personnel job requirements or qualifications.

### **Section III. Adherence to State & Federal Regulations**

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

- A. All applicable Federal and State laws and regulations for the assurance of the individual rights of clients served by the program.

B. All applicable Virginia Department of Behavioral Health and Developmental Services (DBHDS) licensure regulations and satisfy applicable inspection, licensing, provider, contractual, and reporting requirements of the Virginia Departments of Health, Medical Assistance Services, Rehabilitative Services, and Social Services. The Contractor shall arrange for applicable County inspections, use permits, and so forth, necessary to the above requirements.

C. All applicable provisions of Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Act of 1975, the Civil Rights Act of 1991, regulations issued by the Federal Granting Agencies, Executive Orders 11246 and 11375, and other federal and state mandates or subsequent amendments and regulations developed pursuant thereto, to assure that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in services operated or funded as a result of this Agreement on the grounds of race, color, national origin, age, gender, or disability.

D. All applicable provisions of Title 37.2 of the Code of Virginia and all other applicable statutory, constitutional mandates, regulations, and policies, as well as the State DBHDS Community Services Board policies and procedures including:

1. Virginia Freedom of Information Act, 2.2-3700-3714, including its notice of meeting and public meeting provisions;
2. Government Data Collection and Dissemination Practices Act, Sections 2.2-3800 through 3809.
3. Confidentiality of Alcohol and Substance Abuse Records, 42 C.F.R. Part 2; and
4. Human Rights and Licensure Regulations and Procedures for Continuity of Care Between Community Services Boards and State Psychiatric Facilities.

E. All applicable provisions of Section 1352 of Public Law 101-121, which prohibits the use of federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grant funds for lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan and requires disclosure of federal lobbying activity supported by other funds.

F. Federal Certification Regarding Lobbying and Certification Regarding Salary for recipients of Substance Abuse Prevention and

Treatment Block Grants (SAPT), and Certification Regarding Environmental Tobacco Smoke for recipients of SAPT or Community Mental Health Services Block Grants.

The Contractor established and will continue to maintain compliance with all applicable federal, state, or local laws, regulations and policies including, but not limited to:

1. 12VAC35-105 - Rules and Regulations for the Licensing of Providers of Mental Health, Mental Retardation and Substance Abuse Services;
2. 12VAC35-115 - Rules and Regulations to Assure the Rights of Clients Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services;
3. Equal Employment Opportunity Act;
4. Americans with Disabilities Act;
5. Occupational Safety and Health Administration regulations;
6. Virginia Department of Health regulations;
7. Laws or regulations of the Department of Health Professions;
8. Uniform Statewide Building Code;
9. Uniform Statewide Fire Prevention Code."

#### **Section IV. Budget & Finances**

A. The Contractor shall use all funds received under this Agreement solely for services described in the Contract Documents.

B. The Contractor shall bill DMAS for ID Waiver services provided to all individuals supported who qualify for such funding.

C. The Contractor shall maintain a financial system, which includes:

1. Operation of financial management, procurement, and contracting systems that are consistent with Financial Management Standards for Community Services Boards, Accounts Receivable and Reimbursement Procedures, and Community Services Boards Procurement Procedures Manuals issued by DBHDS.

2. An accounting system which operates in such a way as to provide financial reporting in accordance with Generally Accepted Accounting Principles (GAAP). It will include necessary personnel and financial records and a fixed assets system. It will provide for the practice of fund accounting and will be adaptable to the needs of cost accounting.

3. A system where employees with financial responsibilities are bonded.

4. Retention of financial records for a minimum period of five (5) years after the expiration of his Agreement or until the records are audited by the County, whichever occurs first;

5. Maintenance of appropriate records and accounts related to this Agreement, including personnel and financial records and a fixed asset inventory for items valued at more than One Thousand Dollars (\$1,000). All expenditures made pursuant to this Agreement shall be properly supported by payroll records, invoices, orders, vouchers, contracts, canceled checks and any other necessary documentation. Financial records shall be maintained in such manner as to report data to the County if required, on the same fiscal basis as the County for a fiscal year.

D. The Contractor agrees to the following fiscal and budget reporting requirements:

1. An annual audit will be conducted by an independent certified public accountant(s). Copies of the audit and accompanying management letter will be provided in whole to the County no later than the last workday prior to November 1 following the end of the fiscal year. The audit must meet standards set by the Virginia Auditor of Public Accounts, applicable federal requirements established for block grant accounting, and other criteria from the DBHDS Financial Management Manual. Deficiencies and exceptions noted in the audit or management letter must be resolved or corrected within a reasonable period of time, mutually agreed-upon by the Contractor and the County.

2. The Contractor shall permit authorized representatives of the County or the State to review all records of the Contractor as may be deemed necessary by them to satisfy audit and other financial purposes as deemed necessary by the County. All accounts of the Contractor are subject to such audit and financial review, regardless of whether the funds are used exclusively for specific program activities or mingled with funds for other Contractor activities.

3. The Contractor shall submit financial reports at the request of the County at any time during the period of service covered by this or any preceding Agreements.

4. The Contractor shall submit, upon request, budget documentation applicable to this Agreement in a manner which the County deems appropriate.

E. The Contractor shall provide written notification to the County of existing or proposed subcontracts for services which total, individually or in aggregate for the same service, greater than Ten Thousand Dollars (\$10,000) for any fiscal year. Such subcontracts will be subject to the approval of the County.

F. Unless this Agreement is succeeded by another Agreement between the County and the Contractor for essentially the same services, all property acquired with funds provided under this Agreement shall revert to the ownership of the County at the termination, scheduled or otherwise, of this Agreement, regardless of whether such property is titled by the Contractor, or in the possession or control of the Contractor. In any event, all property procured with funds from this Agreement shall be made available to the County within 30 days of termination of this Agreement or any successor Agreement.

G. The Contractor shall operate a reimbursement system that provides for:

1. Compliance with Sections 37.1-197(7), 37.1-202.1, and 20-61 of the Code of Virginia and that its operation is described in organizational charts that identify all staff members, flow charts, and specific job descriptions for all personnel involved in the reimbursement system;
2. Written fee collection policies and procedures that is adequate to maximize revenues from consumers and responsible third party payors;
3. A schedule of charges for all services, that such charges are related reasonably to the cost of the services, and are applicable to all recipients of the services;
4. A method, subject to approval by the County, that complies with applicable state and federal regulations that are used to evaluate the ability of each consumer to pay fees for the services he or she receives;
5. Assurance that appropriate services will not be denied to eligible individuals solely because of their inability to pay for such services;
6. Maintenance of records of clients' program fee assessments and payments for five (5) years after the expiration of this Agreement, and shall attempt to notify responsible persons of their liability in writing prior to destroying such records; and
7. Compliance with all applicable laws and regulations.



**SECTION V: SERVICE EVALUATION**

A. The County shall, at its option, evaluate the effectiveness of the services provided by the Contractor. The Contractor shall cooperate with and assist the County's staff in such evaluations.

B. The Contractor shall supply data in response to Contractor/ CSB outcome measures that will support a review of the quality of services that it provides under the Agreement. The Contractor shall cooperate with the County in assessing the results of these outcome measures and revising them at the County's option, if necessary.

C. The Contractor shall participate in the evaluation of jointly developed outcome measures and performance measurement activities; in reviews of financial, reimbursement, procurement, and management operations conducted by the State DBHDS. The Contractor will provide the information and full access to records, including information about individuals supported, to the extent permitted by law, regulation, and policy, that are necessary for the conduct of such evaluations, activities, and reviews. The Contractor will act on DBHDS recommendations made in these reviews and implement agreed upon recommendations in a timely manner. The Contractor will participate with DBHDS as requested to develop individual and family satisfaction survey instruments, implement these surveys, and report the results to the Department.

**SECTION VI: REPORTING REQUIREMENTS**

The Contractor shall submit copies of the following reports and work products to the Project Officer and/or the designated County staff.  
(See Table 1)

**TABLE 1: Reporting Requirements**

<u>Report or Designated Product:</u>	<u>Copies Required:</u>	<u>Date Due or Frequency:</u>	<u>Designated County Staff</u>
A. Individual Service Reports	1	Annually, 10 days after annual meeting	Project Officer
B. Quarterly Progress Reports	1	Quarterly, 10 days after end of quarter	Project Officer
C. Incident Reports	1	Within 24 hrs for Serious incidents; All others within 5 business days	Project Officer
D. ISARs	1	Within 10 business days of start date	Support Coordinator
E. Physicians' Consultation Forms	1	Per Occurrence	Support Coordinator
F. Response to Referrals	1	Within 10 business Days	Project Officer
G. Discharge Reports	1	Within 10 days of Discharge	Project Officer
H. Contractor's Annual Report	1	Annually	Project Officer
I. Annual Audit	1	Annually	Project Officer
J. DBHDS Licensure Reports & Corrective Action Plans	1	Five business days within receipt	Project Officer
K. Revisions to Policies & Procedures	1	Within 10 working days	Project Officer
L. Other reports as Deemed necessary by Project Officer	1	Upon request	Project Officer

M. Citizen Complaints	1	Next business day	Project Officer
N. Qualitative Outcome Data Reports	1	August 31	Project Officer
O. Monthly/Quarterly Invoice	1	By the 10 <sup>th</sup> of the month	Project Officer
P. Bi-Monthly Data for In-home Services	1	Within 2 business days of 1 <sup>st</sup> & 16 <sup>th</sup> of the month	Project Officer

AGREEMENT NO. 518-12

EXHIBIT B

CONTRACT RATES

The County will pay the Contractor up to the total amount of \$243,048.00 per year for services delivered to sixteen (16) County clients in a variety of congregate residential settings:

- ✓ - 2 persons at S. Cleveland Street (group home) with housing assistance
- ✓ - 1 person at Erie Street (group home) with housing assistance
- ✓ - 1 person at S. Edison (group home) with housing assistance
- ✓ - 4 persons at 5409 S. 3<sup>rd</sup> Street (group home, no housing assistance)\*
- ✓ - 8 persons in apartments throughout Arlington (no housing assistance)\*\*

Included is \$1,155.62 per month for sixteen (16) residents to cover costs not reimbursed by Medicaid Waiver funding (up to a maximum of \$221,880 per year), as well as up to \$441.00 per month for four (4) residents for housing assistance (up to a maximum of \$21,168 per year).

\*Housing assistance for residents at 5409 S. 3<sup>rd</sup> Street is included in a separate contract with RPJ Housing Corp.

\*\*Clients receiving Congregate/Supervised Apartment Services do not receive Housing assistance through this contract, because they are recipients of housing grants through the Housing Grants Program.

The County will reduce the monthly payment for discharged or attritioned County clients at the rate of \$1,155.62 - \$1,596.62 per month per group home client.

Clients are to pay no more than 30% of their income on housing and this must be reflected in their residential fee agreement. The current residential fee agreement must be received by Arlington County MR/ID services in order for the contractor to bill for rental assistance.

Arlington County funds must be used in adherence to all Federal and Commonwealth of Virginia, Department of Medical Assistance Services regulations governing Home and Community-Based MR/ID Medicaid Waiver Services.

AGREEMENT NO. 518-12  
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT  
(CONTRACTOR)

Community Systems, inc. (Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against accidental loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property and includes but is not limited to, data that the County shares with Contractor for testing, support, conversion or for support services.

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 518-12. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") 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 that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 518-12. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to \$1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No.518-12.

Contractor also agree that it will take strict security measures to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or

accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County's physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County's physical facility without express written authorization of the County Project Officer. If so authorized, Contractor agrees and understands that it is responsible for the security of the electronic equipment or paper files on which the information is stored.

Contractor will ensure that any Contractor laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any breach of this Agreement, County policy, Contractor's security system, or any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and Contractor will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized disclosure, use, or dissemination.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all 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 Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement.

At the conclusion of the term of Contract No. 518-12, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor's Work on Contract No. 518-12 and shall survive termination of Contract No. 518-12.

Signed:                     Susan Reese                    

Date:                     6/30/11