

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

CONTRACT AWARD COVERPAGE

TO: NATIONAL CAPITAL TREATMENT & RECOVERY 200 N GLEBE ROAD ARLINGTON, VIRGINIA 22203	DATE ISSUED: JANUARY 22, 2021 CONTRACT NO: 20-069-RFP-LW CONTRACT TITLE: SUBSTANCE USE DISORDER RESIDENTIAL SERVICES
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-069-RFP-LW including any attachments or amendments thereto.

EFFECTIVE DATE: JANUARY 22, 2021

EXPIRES: JANUARY 21, 2022

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE-YEAR CONTRACT.

COMMODITY CODE(S): 95205;91803;95206

LIVING WAGE: Y

ATTACHMENTS:

AGREEMENT No. 20-069-RFP-LW

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: DEBORAH TAYLOR

VENDOR TEL. NO.: (571) 297-9809

EMAIL ADDRESS: DTAYLOR@NATCAPTREATMENT.ORG

COUNTY CONTACT: PENELOPE DONOVAN (DHS – BHD))

COUNTY TEL. NO.: (703) 228-5018

COUNTY CONTACT EMAIL: PDONOVAN@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

NAME: VANESSA MOOREHEAD **Title:** PROCUREMENT OFFICER **Date** 1/22/2021

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

AGREEMENT NO. 20-069-RFP-LW

THIS AGREEMENT is made, on **January 22, 2021**, between **National Capital Treatment & Recovery, 200 N. Glebe Road, Arlington, Virginia 22203** (“Contractor”) a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. 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 – Contract Pricing
- Exhibit C – Living Wage Form
- Exhibit D – Living Wage Quarterly Reports
- Exhibit E – Business Associate Agreement
- Exhibit F – County Nondisclosure Agreement (Contractor)
- Exhibit G – County Nondisclosure Agreement (Individual)

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 Substance Use Disorder Residential 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 **January 22, 2021** and must be completed no later than **January 21, 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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from **January 22, 2022**, to **January 21, 2026** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

This is a cost-reimbursement contract. During the Initial Term, the Contractor will be paid the unit prices shown in Exhibit B Contract Pricing, up to a maximum of **\$2,444,747.00**. 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 **January 21, 2022** ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in **October** of each year of the Contract.

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

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

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor 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 Exhibit B 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 of its employees, including volunteers, working on this contract and ensuring that subcontractors, including its volunteers, comply with this background check requirement for any subcontractor that would have patient contact while working on this contract. The Contractor must inform the County immediately of any findings involving its staff or a subcontractor's staff. 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.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor will, if possible, submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

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 and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

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 reasonably 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. The foregoing obligations shall not extend to situations where the claim arises entirely from negligence or fault of the County.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this 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. The foregoing obligations shall not extend to situations where the claim arises entirely from negligence or fault of the County.

24. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

25. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer; however, the Contractor shall be permitted to maintain work product to the extent required to comply with its legal recordkeeping obligations.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

26. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

27. 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.

28. 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.

29. 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, pandemic, declared public health emergency, 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.

30. 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.

31. 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.

32. 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.

33. 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.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

34. AUDIT

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

35. 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.

36. AMENDMENTS

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

37. 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.

38. 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 or reasonably should have been discovered. 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.

39. 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.

40. ARBITRATION

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

41. 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.

42. 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.

43. 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.

44. 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.

45. 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; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

46. 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.

47. 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.

48. 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:

Deborah S. Taylor
National Capital Treatment & Recovery
200 Glebe Road – Suite 104
Arlington, Virginia 22203
Email: dtaylor@natcaptreatment.org
Tele: (571) 297-9809

TO THE COUNTY:

Penelope Donovan, Project Officer
Arlington County DHS/BHD
2120 Washington Boulevard, 4th Floor
Arlington, Virginia 22204

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

49. 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.

50. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. 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.

52. 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 E). 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. The foregoing obligations shall not extend to claims that arise from negligence or fault of the County.

53. 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 County will ensure that facilities are accessible to persons with disabilities.
- b. Effective Communication: The County will be responsible for ensuring that patients referred to the program who are in need of communications aids such as sign language interpretation and Braille documents will be able to fully participate in the programs, services, and activities with accommodation. Prior to admission, the Contractor will review each case with the County to determine if accommodation can be made on a case-by-case basis.
- 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.

54. SERVICE CONTRACT WAGE REQUIREMENTS

- a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding “Service Contract Wage” or “Living Wage”) apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned or County-occupied property therefore must be paid no less than the hourly Living Wage rate that is published on the County’s web site on the date of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the current judgment rate set by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit C);
2. Within five days of an employee’s request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit C;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and debarment of the Contractor from consideration for future County contracts.

55. 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 \$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 per occurrence, with \$2,000,000 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 - \$2,000,000 combined single-limit (owned, non-owned and hired).
- a. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- b. 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.
- c. 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.
- d. 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.

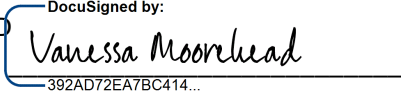
56. COUNTERPARTS

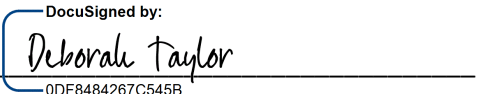
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

NATIONAL CAPITAL TREATMENT & RECOVERY

AUTHORIZED SIGNATURE:  392AD72EA7BC414...

AUTHORIZED SIGNATURE:  0DF8484267C545B...

NAME: VANESSA MOOREHEAD

NAME: Deborah Taylor

TITLE: PROCUREMENT OFFICER

TITLE: President/CEO

DATE: 1/22/2021

DATE: 1/22/2021

EXHIBIT A

SCOPE OF SERVICES

The Contractor must manage the County's Withdrawal Management Program & Early Recovery Program for substance abuse located in the County's homeless shelter located at 1554 Columbia Pike, Arlington, VA 22204.

1. TARGET POPULATION

The Contractor will provide services for the targeted population who:

- a. Show signs of intoxication or withdrawal from alcohol or other drugs (Withdraw Management Program Only)
- b. Individuals requiring medication and/or have a recent history of withdrawal management at a less intensive level of care, marked by inability to complete withdrawal management and enter into continuing treatment (Withdraw Management Program Only)
- c. Have subacute biomedical and emotional, behavioral, or cognitive problems that are so severe that they require inpatient treatment but do not need the full resources of an acute care general hospital or a medically managed inpatient treatment program
- d. For Early Recovery program: individual who are not in need of immediate hospital-based medical or psychiatric treatment, or ASAM Level 3.7 withdrawal management services (Early Recovery Program Only)
- e. Are Arlington County or City of Alexandria residents, defined as an individual who is currently domiciled in Arlington/Alexandria, an individual who is currently homeless in Arlington/Alexandria, a Medicaid-covered individual who is choosing to receive services in Arlington County or an individual who has previously resided in Arlington and intends to re-establish residency in the County
- f. Individuals who have been referred by a treatment provider, including the City of Alexandria CSB, for detoxification services and evaluation/assessment for placement in residential substance abuse treatment
- g. Non-Arlington County residents, who otherwise meet criteria for admission with regard to level of intoxication and/or withdrawal, and who need a safe, supportive program for a minimum of 72 hours, after which time they will be connected to services in their home jurisdiction;
- h. Are 18 years of age or older
- i. Individuals who do not have a history of homicide, arson, sexual offense convictions (Early Recovery Program)
- j. Agree to cooperate by providing basic identifying information
- k. Agree to comply with program rules and procedures and
- l. Meet patient placement criteria for services as evidenced by the administration of a multidimensional assessment that supports the medical necessity for this level of care.

- m. Are able to handle Adult Daily Living activities independently while in the program.

2. **WITHDRAWAL MANAGEMENT PROGRAM GENERAL REQUIREMENTS**

The Contractor must provide the following services:

- Withdrawal management program for up to 12 clients that includes the following two levels of service the following two levels of service:
 - a. Medically Monitored Intensive Inpatient Services, ASAM Level 3.7
Provide Medically Monitored Intensive Inpatient Withdrawal Management Services, as defined by the American Society of Addiction Medicine (ASAM), through the provision of structured 24-hour per day physician-directed evaluation, observation, medical monitoring, and addiction treatment in a residential treatment center setting.
<https://www.asamcontinuum.org/knowledgebase/what-are-the-asam-levels-of-care/>
 - b. Clinically Managed “Social” Withdrawal Management Services, ASAM Level 3.2
Provide Clinically Managed “Social” Withdrawal Management services for individuals who present with withdrawal symptoms that cause distress, but do not require medication for reasonable withdrawal discomfort, and who are impulsive and lack the skills needed to prevent immediate continued drug use.
<https://www.asamcontinuum.org/knowledgebase/what-are-the-asam-levels-of-care/>
- Conduct an assessment to admit each client to the program and ensure they will receive the proper level of care. The assessment must include a written record of the following:
 - a. Client identifying information (i.e., name, address, date of birth, social security number); client bio-psychosocial history, pattern of substance use behaviors and treatment history, and medical history
 - b. Additional assessment and documentation of initial physical condition, including measurement of blood alcohol content, respiration rate, pulse rate, blood pressure, body temperature and, if indicated, urinalysis.
 - c. All data elements required by Virginia Department of Behavioral Health and Developmental Services licensure
<http://www.dbhds.virginia.gov/assets/QMD/licensing/ch.105.full.wemergcompliance.9.01.18docx.pdf>, including physical examination and TB screening.
 - d. Information about the client’s referral source, as appropriate, to include name of referring provider, other identified and relevant

- treatment/medical providers, emergency contacts, and signed releases of information.
- e. Client signatures on a release of information form (provided by the County) for the County's Behavioral Healthcare Division, allowing access to information regarding the presenting problem and treatment history leading to the development of the service plan. If the Contractor determines that a potential client being admitted shows signs of intoxication too acute to provide informed consent, the potential client may be admitted, but the release form must be signed as soon as he or she can do so. If the potential client refuses to sign the consent form, he or she shall not be admitted.
- Admit all individuals meeting target population criteria, up to the approved capacity for the program. For individuals who are not County residents, the Contractor will liaise with programs in the individual's jurisdiction and facilitate the referral.
 - Develop policies and treatment protocols to ensure that the presence of a co-occurring mental health condition does not automatically disqualify an individual from admission. Within 24 hours of the client's intake, develop a preliminary Individual Service Plan (ISP) that focuses on the goal of stabilization of withdrawal symptoms, and within 72 hours of the client's intake develop an ISP that outlines the goals and outcomes identified by the client to achieve while in the program. The ISP must include at a minimum:
 - a. Description of client's presenting problem and the need for withdrawal management services.
 - b. Statement of client-identified goals and a sequence of short-term, measurable objectives to meet identified needs.
 - c. Statement of treatment interventions to be offered and frequency of those services to assist clients with meeting the identified goals and objectives.
 - d. Recommended collaboration with primary treatment providers, to include outpatient therapist/case manager, medical providers, peer supports, and involvement of natural social supports, such as family members, mentors, or sponsors.
 - e. Collaboration with and/or referral to medical or psychiatric treatment, as deemed clinically appropriate.
 - f. Documentation of successful completion criteria.
 - g. Encourage and support family engagement in addition to family therapy/counseling as appropriate and outlined in the ISP.
 - h. Maintain affiliations with other levels of care facilities and develop protocols for transfer when clinically appropriate.
 - i. Develop continued stay and discharge criteria that are consistent with ASAM guidelines. Guidelines can be obtained directly from ASAM.
 - Develop protocols, supported by a physician or physician extender knowledgeable in addiction medicine, for use if a client deteriorates and needs medical or nursing interventions. Protocols must include conditions that warrant nursing and physician care and determining factors for transferring a client to a medically managed level of care.

- Ensure that licensed physicians, or physician extenders under supervision of a physician, perform physical examinations for all admitted individuals within 24-hours of admission.
- Provide the following minimum levels of direct client services, as defined by a combination of counseling, educational and support activities designed to increase the clients' knowledge about the impact of alcohol and drugs on their lives, to assist clients in developing a recovery plan and to provide clients the opportunity to learn the skills needed to achieve the plan's goals:
 - a. A minimum of thirty-five (35) hours per week of clinical services, which shall include:
 - i. Daily clinical services provided by an interdisciplinary treatment team to assess and address clients' individual needs and may involve appropriate medical/nursing, individual, group, family, and community activity services.
 - ii. Program activities to stabilize acute addictive and/or psychiatric symptoms, which may include pharmacological, cognitive-behavioral, and other therapies administered on an individual or group basis.
 - iii. Random alcohol and drug screening to monitor substance use and reinforce treatment gains.
 - iv. Regular monitoring of clients' adherence in taking prescribed medications.
 - v. Planned clinical program activities designed to enhance clients' understanding of their substance use and/or mental health disorders.
 - vi. Health education services associated with the course of addiction and any other potential health-related risk factors, as appropriate.
 - vii. Evidence-based practices, such as motivational enhancement strategies and interventions that are appropriate to each client's stage of readiness to change.
 - viii. Daily treatment services to manage acute symptoms of clients' biomedical, substance use, or mental disorders.
 - ix. Monitoring of physical and mental status.
 - x. Supportive services for clients' family members or significant others.
 - b. Provide a minimum of one hour per week of individual case management, supportive counseling or therapy for each client.
- Provide 24-hour nursing coverage as well as a 24-hour on-call addiction-credentialed physician or a physician/physician extender with experience in addiction medicine coverage. These providers will operate within the scope of their practice to assess and diagnose, treat, and obtain and interpret information regarding the individual's medical, psychiatric, and substance use disorders.

- Ensure counseling staff is on site for 16 hours per day.
- The Contractor will meet the following quarterly performance requirements:
 - a. At least 75% of clients will complete their withdrawal safely and through effective use of medication, as indicated in case notes and medical charts.
 - b. At least 67% of clients will complete the withdrawal management program, as documented in case notes in the County's Electronic Health Record System.
 - c. 100% of clients who need a higher level of care, as clinically indicate, will be referred to the appropriate care facility, as documented in the case notes.

- **WITHDRAWAL MANAGEMENT PROGRAM STAFFING REQUIREMENTS**

The Contractor must provide the following staffing requirements:

- Clinical staff must have, at a minimum, a CSAC-A credential, Certification as a Peer Recovery Specialist, or other clinical licensure in Virginia and must be knowledgeable about the biological and psychosocial dimensions of substance use disorders and mental illnesses and their treatment. Clinical staff must be able to identify and diagnose acute psychiatric conditions, symptom increase and/or escalation, and decompensation. New staff without at least a CSAC-A credential will have six months from date of hire to obtain this credential.
- 24-hour access to a physician, physician extender, or nurse practitioner with prescribing privileges either in person or through tele-psychiatry.
- For Level 3.7 Medically Monitored Intensive Inpatient Withdrawal Management Services:
 - a. Provide Nurses and Practical Nurses with experience in managing co-occurring disorders who can provide care to and observation of individuals as defined in the Individual Service Plan.
 - b. Nursing staff shall be able to provide a planned 24-hour regimen of professionally directed evaluation, care, and treatment including the administration of prescribed medication. This includes the management of withdrawal management protocols, including but not restricted to the administration of the Clinical Opiate Withdrawal Scale (COWS) and Clinical Institute Withdrawal Assessment (CIWA) direct treatment and medication support. Medication includes, but is not limited to, the administration of benzodiazepines and buprenorphine naloxone.
 - c. An addiction-credentialed physician/physician extender or a physician/physician extender with experience in addiction medicine must oversee the treatment process and assure quality of care. The physician or physician extender must have the ability to supervise addiction pharma co-therapy, integrated with psychosocial therapies in addiction treatment, and manage co-occurring mental health conditions. All medical providers must possess a Drug Enforcement Agency waiver to prescribe buprenorphine.

- Program staff must be experienced and trained in identifying the signs and symptoms of mental illness and able to provide education to clients on the interactions of substance use and psychotropic medications.
- Clinical staff must have specialized training in behavior management techniques, including but not limited to cognitive-behavioral therapy, contingency contracting, contingency management, token economy, motivational enhancement therapy, crisis prevention, and behavioral de-escalation techniques.

3. EARLY RECOVERY PROGRAM GENERAL REQUIREMENTS

The Contractor must provide the following services:

- Provide ASAM 3.5 Level Clinically Managed, High-Intensity Residential Services to up to 10 adults diagnosed with substance use disorder(s) to enable them to begin their recovery. <https://www.asamcontinuum.org/knowledgebase/what-are-the-asam-levels-of-care/>
- Admit all eligible persons who are requesting admission up to the approved capacity.
- Ensure that client intake includes collection and recording of the following:
 - a. Client identifying information (i.e., name, address, date of birth, social security number); client biopsychosocial history, pattern of substance use behaviors and treatment history, and medical history.
 - b. Additional assessment and documentation of initial physical condition including measurement of blood alcohol content, respiration rate, pulse rate, blood pressure, body temperature and, if indicated, urinalysis.
 - c. All data elements required by the Virginia Department of Behavioral Health and Developmental Services licensure including physical examination and TB screening for all Early Recovery clients.
 - d. Information about the client's referral source, as appropriate, to include name of referring provider, other identified and relevant treatment/medical providers, emergency contacts, treatment consent, and signed releases of information.
- Provide regular evidence to the Project Officer that ongoing monitoring and monitoring and evaluation of client progress is occurring. Such documentation must include:
 - a. Case notes of weekly case reviews of each client by program staff;
 - b. Necessary modifications in an individual's client treatment plan or resident service plan (original documentation in addition to recommended modifications must be included);
 - c. Progress reports of client's accomplishments related to individual client treatment plan;
 - d. Discharge summary which outlines client progress while in treatment and recommended follow up services;

- e. Evidence of requesting client feedback regarding the duration, intensity, and quality of the services provided by the Contractor via client engagement survey at discharge.
 - f. Documentation of services coordinated on behalf of clients with all service providers who are a part of the interdisciplinary team and other community organizations.
- Before any planned discharge from the facility, devise a continuing care plan tailored to the individual's needs, and coordinate appropriate referrals for support services. Coordinate discharge with County staff.
 - Enter client data into Contractor's Electronic Health Record system, including admission, discharge, and treatment information.
 - Provide the following minimum levels of direct client services, as defined by a combination of counseling, educational and support activities designed to increase clients' knowledge about the impact of alcohol and drugs on their lives, to assist clients in developing a recovery plan and to learn the skills needed to achieve the plan's goals:
 - a. Provide a minimum of thirty-five (35) hours per week of clinical services, to include:
 - i. Daily clinical services to improve clients' ability to structure and organize the tasks of daily living and recovery, such as personal responsibility and appearance and developing and practicing social behaviors.
 - ii. Activities to obtain/maintain stabilization of addiction symptoms, such as relapse prevention, exploring interpersonal choices, understanding of the mental health and/or substance use disorder, and development of a social support network.
 - iii. Random alcohol and drug screens to monitor for substance use and to reinforce treatment gains.
 - iv. Evidence-based cognitive, behavioral, and other therapies administered in both an individual and group basis.
 - v. Motivational enhancement and engagement strategies appropriate to each client's stage of readiness and desire to change.
 - vi. Clinical services to help with re-integration into the community, such as employment readiness, health education, and time management skills.
 - vii. Monitoring of clients' adherence in taking prescribed medications.
 - viii. Planned community activities to foster social values and community living skills.
 - ix. Activities that involve family, or other significant others.
 - b. Ensure that the credentialed addiction treatment professional(s), in collaboration with the physician or physician extender overseeing the

treatment process, complete and document an initial Individual Service Plan (ISP). A comprehensive ISP shall be fully developed and documented within 14 calendar days of the initiation of services and signed and dated by the credentialed addiction treatment professional(s) and the physician and/or physician extender, as necessary, preparing the ISP. Contractor staff must include client and the family/caregiver in the development of the ISP, as may be appropriate and aid the client if his/her condition requires help. The ISP must include at a minimum:

- i. Description of clients' presenting problem and the need for residential treatment services.
 - ii. Statement of client-identified goals and a sequence of short-term, measurable objectives to meet identified needs.
 - iii. Statement of treatment interventions to be offered and frequency of those services to assist client with meeting the identified goals and objectives.
 - iv. Recommended collaboration with primary treatment providers, to include outpatient therapist, case manager, medical providers, peer supports, and involvement of natural social supports, such as family members, mentors, or sponsors.
 - v. Collaboration with and/or referral to medical or psychiatric treatment, as deemed clinically appropriate.
 - vi. Successful completion or discharge criteria.
- c. Ensure that client ISPs are reviewed every 30 calendar days to determine that services are at the specified ASAM Level of Care and to recommend changes in the plan as indicated by the client's overall adjustment during the placement.
- d. Provide discharge planning activities that include:
- i. Collaboration with County staff, adjunct treatment providers regarding housing, and medical and psychiatric providers to schedule follow-up appointments to ensure a consistent continuum of care.
- o Integration of family and/or other significant social supports in the discharge planning process. The Contractor must meet the following quarterly performance requirements:
- a. At least 85% of clients will self-report that they are better able to manage triggers and urges to use Alcohol or Drugs as evidenced by feedback on client satisfaction survey.
 - b. At least 46% of clients must complete the Substance Use Disorder Treatment as documented in case notes in the Electronic Health Record System.
 - c. At least 80% of clients completing the program will successfully transition to follow-up treatment as documented in case notes.

- **EARLY RECOVERY PROGRAM STAFFING REQUIREMENTS**

The Contractor must provide the following staffing requirements:

- Ensure that the treatment team includes actively credentialed addiction treatment professionals with a minimum of two years' experience working with substance use disorders and acting within the scope of their practice, such as physicians, physician extenders and allied health professionals. Credentialed addiction treatment professionals must be available on site or by telephone 24 hours per day and 7 days per week.
- Ensure that clinical staff is experienced in and knowledgeable about the bio-psychosocial dimensions of treatment of substance use disorders and able to identify and diagnose acute psychiatric conditions and decompensation. Clinical staff shall have specialized training in relevant behavior management techniques and evidence-based best practices in working with individuals experiencing addiction.
- Cross train credentialed addiction treatment professionals in addiction and mental health to understand the signs and symptoms of mental illness. Provide education to clients on the interactions with substance use and psychotropic medications.
- Provide case management staff who coordinate all client services. Case managers must have a minimum of two years' experience in substance use treatment service coordination.
- Ensure all clinical staff has been trained in behavior management techniques that are intended to bring about positive behavior change, including but not limited to: cognitive behavioral therapy, contingency contracting, contingency management, token economy, motivational enhancement therapy, and crisis prevention and de-escalation.
- Ensure at least one bilingual staff (English/Spanish) is working onsite during programming hours (between 8 am and 6 pm). Please see requirements for utilizing bilingual staff in Section 3, General Requirements for both Programs, Paragraph E, Language Accommodations.

A. GENERAL REQUIREMENTS FOR BOTH PROGRAMS

The Contractor must provide the following services:

- Provide Quality Assurance, and Service Evaluations:
 - a. Developing and implementing an annual quality assurance plan that is shared with the Project Officer for input.
 - b. Contractor may propose additional performance and outcome measures. The initial measures must be submitted to the County within two months of contract start. The Contractor must review the measure(s) annually and submitted to the County's Project Officer for approval within thirty (30) days of the beginning of each fiscal year (July 1). The Contractor will cooperate with the County in assessing the results of these outcome measures and revising them if needed.
 - c. In collaboration with the County, develop client satisfaction survey

instruments, implement these surveys and other outcome measures, and provide a copy of the results to the County monthly.

- Process Third-Party Billing
 - a. Request, document, and verify client third-party billing information upon admission.
 - b. Bill third-party payers in accordance with requirements of applicable law and the terms of applicable third-party payer contracts for all qualified clients and services.
 - c. Process monthly invoices for services rendered and supporting documentation.
 - d. Take reasonable measures to collect balances, including fixing claim errors, communicating and following up with payers.
 - e. All revenue collected must directly offset program costs. Reserves must be released once the claims on which reserves are booked are paid.
 - f. The Contractor may bill the County only for costs not covered by third-party payors and not to exceed total costs of the program. The Contractor must submit to the County proof of denial from third-party payers.

- Implement Policies and Procedures
 - a. Contractor must have written general operations policies and procedures. At a minimum these should include areas such as: service provision, client confidentiality, data security, human resources, volunteer management, emergency preparedness and continuity of operations, critical incidents, quality assurance, finance and accounting, client billing. Copies of policies and procedures must be provided to the County Project Officer within ten working days of implementation and/or revision.
 - b. Develop admissions, continued stay, and discharge protocols that align with best clinical practices as defined by the American Society of Addiction Medicine, to promote stabilization of the client's behavioral health needs and psychiatric symptoms. Copies of these protocols must be provided to the County Project Officer within ten working days of implementation and/or revision.
 - c. Develop medication storage, inventory and administration policies in accordance with Board of Pharmacy regulations https://www.dhp.virginia.gov/pharmacy/pharmacy_guidelines.htm. Copies of these policies must be provided to the County Project Officer within ten working days of implementation and/or revision.

- Provide a Program Manager who will be responsible for day-to-day operations of the programs and for ensuring 24-hour per day awake staff coverage according to DBHDS operational license requirements.

- Ensure at least one bilingual staff is working onsite during primary programming hours (8 am – 6 pm). The Contractor may use a County-contracted service provider for translation services after programming hours. The County will reimburse the Contractor at the County contract rates. The Contractor must be able to

accommodate clients' language needs through either bilingual staff or, for language interpretation services that cannot be provided by bilingual staff, access to professional translation and interpretation services. All bilingual staff hired by the Contractor must be tested and certified by an official testing site to determine their language proficiency. Certifications can be obtained for general proficiency and for medical terminology proficiency. The Contractor must utilize bilingual staff before using professional services and must put in place internal guidelines for accommodating clients with language needs. If needed, language translation services provided by outside contractors, as well communications services such as sign language interpretation or Braille documents, will be provided and paid for by the County.

- Reporting Requirements are specified in Exhibit H. Not submitting reports on time or submitting incorrect reports may result in the delay of payment until the report is approved by the Project Officer. The Contractor must provide a justification for late reports and the County will determine if the late submission is justified.

B. COUNTY-PROVIDED RESOURCES AND SERVICES

Arlington County will provide the following additional resources and services for the successful operation of both the Withdrawal Management and Early Recovery Programs:

- Pay for utilities (electricity and water), maintenance of life safety system, and automatically operated elevator service.
- Provide washers and dryers; however, the Contractor will be responsible for reporting maintenance concerns related to these appliances
- Provide furniture, equipping the programs with a requisite number of beds.
- Conduct ne annual exterior window cleaning and keep window casement and wood trim in good condition.
- HVAC maintenance
- Maintain interior and exterior walls, including painting of brick and vinyl siding when the need for maintenance, repair, or replacement results from normal wear and tear. The Contractor will be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and guests.
- Replace glass and screens from normal wear and tear. The Contractor will be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and guests.
- Maintain roof, gutters and leaders, painting, site lighting (attached and detached), concrete walkways, entrance and exit doors, County-provided mechanical equipment and their enclosures.
- Refuse collection
- Pest control
- Landscaping
- Support and maintain the County's Electronic Health Record System (EHR). Provide access to the database for Contractor's staff and train staff to input and report data on client services provided.
- Provide (and maintain) internal and external security cameras with monitors.
- Provide intake and initial assessment and referrals of clients to the Early Recovery Program.

- Monitor invoices and reports submitted by the Contractor.
- Provide technical assistance and support in the implementation of program operation and management of programs.
- Conduct regular site visits to ensure compliance with contract requirements.
- A monitoring site visit will be completed within the first 12 month of contract start-up; monitoring visits will occur as deemed necessary by the Project Officer thereafter. This will include a financial and programmatic review and an inspection of the program facilities. Additional site visits may be conducted without notice at the discretion of Arlington County.
- Conduct periodic monitoring of guest satisfaction through direct contact with guests or through surveys.
- Provide cleaning and janitorial services

C. BUILDING MAINTENANCE

The RPC Withdrawal Management and Early Recovery Programs are located in a County-owned facility. The following maintenance guidelines identify the roles and responsibilities of the Arlington County Department of Environmental Services (DES), DHS, and the Contractor with regard to maintenance and repair at the facility:

- All damage or injury to the fixtures or premises or the building, including its equipment, caused by the Contractor, its agents, servants, employees, visitors, and/or guests shall be repaired by the Contractor at the sole cost and expense of the Contractor. Arlington County will notify the Contractor in writing when the repairs must be made. If the Contractor fails to make repairs in a timely manner, the County will have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) with the cost to be paid by the Contractor. The Contractor may not use County-appropriated funds to reimburse the County for replacement and/or repair of any damage to the building and/or its fixtures.
- Collection of litter throughout the interior and around the exterior of the building wing
- Immediate notification of DHS/DES staff of any defects in, damage to, or need to repair or maintain the facility
- Window cleaning, other than annual exterior washings, which are to be performed by Arlington County
- Maintenance, repair, or replacement of interior walls required by inappropriate staff or client conduct
- Repair, replacement and cleaning of glass and screens
- Supervision of the following custodial services and building maintenance:
 - Daily housekeeping tasks to maintain the safety and cleanliness of the facility
 - Light maintenance work consists of changing light bulbs, batteries, de-clogging drains and toilets, changing faucet washers, greasing minor mechanical items such as door hinges, and tightening screws

D. PROCEDURES FOR REQUESTING MAINTENANCE SERVICES

The County generally anticipates performing repairs and maintenance during hours that are most convenient to program operations. Except in emergencies, the County will endeavor to notify the Contractor by phone or email in advance when such work will be performed during peak-occupancy hours. The County will inform all Department of Environmental Services (DES) staff and outside contractors of guest confidentiality rules. The Contractor's staff will maintain a

log of all contractors who performed routine work on the facility, to include date, time, and work performed. To avoid unauthorized work or duplicate applications for service or project work, DES will accept requests only from designated DHS and program staff. The Contractor will provide DES with names of designated staff who are authorized to submit work requests. As follows:

- For routine corrective maintenance requests, the Contractor will send a request via email to DES at Fmhotline@arlingtonva.us with a copy to the designated DHS Project Officer and Facility Management staff. The Contractor may follow-up during regular work hours (7:30 a.m. to 4:30 p.m., Monday through Friday) with a telephone call to the DES central work control center (maintenance hotline number 703-228-4422; fax number 703-228-4397) and DES will issue a work order.
- Maintenance will generally be performed on-site. DES will advise the Contractor if equipment needs to be removed from the site for repair.
- DES will schedule maintenance repair work based on priorities in another County building. Those priorities are as follows, but are subject to change:
 - a. **Priority 1** Fire, safety, security, health, code requirement, regulatory.
 - b. **Priority 2** Environmental issues and building envelope, HVAC system, exterior windows, electrical systems, roofing system, or issues affecting the normal operation of a facility. These services would affect the ability to render services to guests.
 - c. **Priority 3** Finishes: Failures to treatment of interior walls, ceilings or floors (carpeting not included.)

E. **EMERGENCIES**

Emergency Maintenance Work request after regular work hours, during holidays and weekends are to be directed to the DES maintenance mechanic on duty. The duty maintenance mechanic will carry a radio and/or a pager at all times. **The number of the duty maintenance mechanic's pager is 703-316-6300.** Although are unforeseen situations that cannot be handled routinely, planning for their possible occurrence can reduce their impact. Each type of emergency may require a different response. The Contractor has the responsibility to minimize damage in the event of an emergency. For instance, if there is a flood situation, the Contractor has the responsibility to shut off the water to prevent further damage. If there is an electrical short

circuit the Contractor must not re-set a tripped circuit breaker until a review has been conducted by an electrician. The Contractor has the responsibility to evacuate and secure the area of the emergency if there is a potential for injury. The following list is provided to define those emergencies in which the immediate assistance of the maintenance supervisor and his staff would be required. Arlington County may revise this list from time-to-time at its sole discretion:

- **Building Fire:** ANY EMERGENCY CAUSED BY FIRE - CALL 911 FIRST, then report the incident to DES and DHS.
- **Natural Gas Leak:** First call 911, then the utility company, DES, and finally report the incident to DHS.

- **Flooding:** Whenever a water leak occurs in the facility or natural rainwater infiltrates into the building causing damage or endangerment to life or to property, call DES.
- **Elevator:** Any time an elevator has malfunctioned while people are on board, call 911 first, then call the elevator service company; then call DES.
- **Loss of Electricity:** If not area wide, call DES, contact the duty engineer through the maintenance hotline or emergency pager; then call the utility company.
- **Code Violations:** Fire and Health Code violations have a Priority 1 regarding scheduling for repairs as listed above. When Code violations are received, the Contractor must immediately submit a work request and send notice of the request to DES staff responsible for the RPC site and the DHS Project Officer. DES will schedule any required work and when the work is complete will send a copy of the notice of the Code violation with date of repairs noted to DHS and the Contractor.

F. ALTERATIONS

At no time may the Contractor alter, install, change, replace, add to, or improve the facility's structure or its fixtures without Arlington County's prior written approval. For example, the Contractor may not paint any interior or exterior part of the facility, affix any item to any part of the facility, or remove any item that is affixed to the interior or exterior of the facility.

G. SUBSTANTIAL RENOVATIONS AND CAPITAL IMPROVEMENTS

Any capital improvement and/or major work requests that are beyond routine maintenance must be submitted to DHS for approval. Such requests must be approved by Arlington County before any work is performed.

EXHIBIT B**CONTRACT PRICING
Fiscal Year 2021**

	Detox & Early Recovery Program
FTE's	25.8
REGULAR PAY	1,503,216
OVERTIME	45,096
SUI TAX EXPENSE	9,048
FICA EXPENSE	118,446
FRINGE -HEALTH INSURANCE	158,318
FRINGE PENSION MATCH	30,064
FRINGE -WORKERS COMPENSATION	14,281
FRINGES – LIFE, ST DISABILITY, LT DISABILITY	8,466
Total Salary and Benefit Expenses	\$1,886,935
Non-Payroll Expenses	
CONSULTANTS	780
MEDICAL/DENTAL CONSULT & OTHERS	13,200
PAYROLL SERVICE/ADP	7,728
SUBCONTRACTED SERVICE3S OTHER	540
START UP MEDICAL EQUIPMENT BUDGET	22,110
IT HARDWARE PURCH <1000	3,000
IT HARDWARE MAINTENANCE CONTRA	1,000
TELEPHONE – CELL PHONES	2,736
PATIENT FOOD	130,838
OFFICE SUPPLIES	4,200
POSTAGE STAMPS	219
OTHER OFFICE & PROGRAM SUPPLIES	516
RECREATIONAL ACTIVITIES – OUTING	3,000
RECREATIONAL SUPPLIES	100
TOILETRIES	4,500
HOUSEHOLD SUPPLIES/JANITORIALS	13,200
LINENS & BEDDING	3,000
KITCHEN SUPPLIES	1,100
BOOKS, SUBSCRIPTIONS & NEWSPAPER	803
PRESCRIPTION MEDICATIONS	3,000
MEDICAL, DENTAL & OTC SUPPLIES	7,932
MEDICAL - TOXICOLOGY SUPPLIES	11,628

VEHICLE COSTS FUEL & OIL	4,000
VEHICLE COSTS REPAIRS & OTHERS	1,470
VEHICLE COSTS RENT	19,328
VEHICLE PROPERTY TAX	2,000
PATIENT TRAVEL	5,000
AUTO INSURANCE	8,500
COMMERCIAL GENERAL LIABILITY INSURANCE	9,350
MEDICAL PROFESSIONAL LIABILITY	3,008
UMBRELLA LIABILITY INSURANCE	3,899
STAFF DEVELOPMENT TRAINING	3,292
CPR TRAINING	2,600
CES TRAINING	1,300
BUILDING & GROUNDS MAINTENANCE	5,000
HARDWARE	1,000
MEDICAL WASTE DISPOSAL	1,000
TOTAL NON-PAYROLL EXPENSES	306,878
TOTAL NON-PAYROLL EXPENSES	
TOTAL DIRECT EXPENSES	2,193,812
ADMINISTRATIVE FEE OF 21.8% of actual expenditure	478,251
GRAND TOTAL	\$2,672,063

**Medicaid Reimbursement
Estimate**

	Average no. of admissions last 4 years (40 per RFP Q&A); assuming 25% Medicaid Eligibility and 100% Medicaid authorized	Av. LOS in 3.5/3.1 (per NCTR stats)	No of bed days in 3.7/3.5	VA ARTS daily rate	Gross revenue	Assume a 60-day period to get on all the Managed Care panels	Revenue less 5% reserve for uncollectible claims and clawbacks
Early Recovery 3.5	10	21	210	\$ 393.50	\$ 82,635	\$ 68,587	\$ 65,158
Transition 3.1	10	45	450	\$ 175.00	\$ 78,750	\$ 65,363	\$ 62,094
	Average no. of admissions last 4 years (215) at 25% Medicaid eligibility and 100% Medicaid authorized	Av. LOS in Detox 3.7 (per NCTR stats)	No of bed days in 3.7/3.5	VA ARTS daily rate	Gross revenue	Assume a 60-day period to get on all the Managed Care panels	Revenue less 5% reserve
Detox 3.7	53.75	6	322.5	\$ 393.50	\$ 126,904	\$ 105,330	\$ 100,064
Estimate Year 1 Medicaid reimbursement						\$	227,316

Assumptions:

- 1 Occupancy levels reflect the amounts provided by the County in the RFP, Q&A or in subsequent communications
- 2 25% of patients are Medicaid eligible
- 3 100% of the authorizations requested by level of care are granted by the managed care companies
- 4 Average length of stay in Residential (level 3.5) will be 21 days based on NCTR's experience
- 5 100% of patients move from level 3.5 to 3.1 (in Early Recovery/Transitional program)
- 6 Average length of stay in Transitional (level 3.1) will be 45 days based on NCTR's experience
- 7 Average length of stay in Detox (level 3.7) will be 6 days
- 8 It will take 60 days to get the site/staff credentialed and to join each of the 7 managed care company's panels

9 A 5% reserve for clawbacks and uncollectible claims

Note: Reimbursements can be increased if the occupancy levels increased or more patients were Medicaid eligible
An increase in Medicaid eligibility from 25% to 75% would result in reimbursements of \$821,000 annually

EXHIBIT C

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY MUST NOT BE LOWER THAN

\$15.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO **MINIMO**

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$15.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT D

LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: **livingwage@arlingtonva.us**

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

EXHIBIT E

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between National Capital Treatment & Recovery (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.

- b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

6. Contact information for Business Associate's representatives knowledgeable about the Breach.

- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
1. Disclosure is Required by Law;
 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
 - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify

Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first-class mail, postage prepaid at:

(1) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

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

(3) County Project Officer
Penelope Donovan
Arlington County DHS/BHD
2120 Washington Boulevard, 4th Floor
Arlington, Virginia 22204

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

National Capital Treatment & Recovery
Attn: Deborah Taylor
200 Glebe Road, Suite 104

Arlington, Virginia 22203

- 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)
Name: MARCY FOSTER
Title: County Privacy Officer
Date: 1/22/2021

Business Associate

DocuSigned by:
By: Deborah Taylor
(Signature)
Name: Deborah Taylor
Title: President/CEO
Date: 1/22/2021

EXHIBIT F

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of National Capital Treatment & Recovery (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No.20-069-RFP-LW (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

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

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

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

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

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

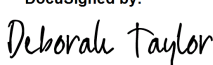
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The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

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

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

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Non-Disclosure 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.

DocuSigned by:

Authorized Signature: _____
0DF8484267C545B...
Printed Name and Title: Deborah Taylor

Date: 1/22/2021

EXHIBIT G

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 20-069-RFP-LW (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

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

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

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

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

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT H

REPORTING REQUIREMENTS

1. **MONTHLY**: Provide to the Project Officer by the 15th day following the month in which services were provided the following statistics for the month and the year to date:
 - Number of admissions and discharges
 - Number of bed days/hours available
 - Number of bed days/hours occupied
 - Number of bed days/hours vacant
 - Reason(s) for vacancies
 - Number of clients served, and units of service provided per client
 - Third party Payer denials report
 - DLA-20/ASAM risk rating and severity index data
 - Explanation and analysis of the data presented in the monthly statistical reports
 - Analysis of the general types of client problems that staff are addressing
 - Name of clients hospitalized during the month
 - Number and description of groups/activities sponsored by the Contractor and the number of clients attending
 - Number of staff vacancies, steps taken to fill vacancies, and new hires
 - Administrative issues such as staffing changes, fundraising efforts, volunteer services/hours
 - Client utilization and demographics, service refusals (number, reasons, during which shift, diversion to alternate resources), discharges (numbers, discharge reason, outcomes), transfers (to another level of care or to Shelter)
 - Major programmatic changes or challenges
 - Staff training attendance

2. **WEEKLY**: Provide to the Project Officer by the third working day of each week the following information from the week prior. A week covers the time period from Sunday through Saturday.
 - Individual services reports
 - Client intake/discharge packets
 - Client Progress Reports
 - Discharge Summaries

3. **ANNUALLY**: Provide to the Project Officer by July 15 each year, or as indicated below:
 - Unduplicated number of admissions and discharges
 - Disparity Impact Statement that reflects the number of individuals served during the specified period (a fiscal year) and all identified subpopulations. This report must indicate the clients' ethnicity/race as defined by the US census bureau
 - Results of program-specific satisfaction surveys
 - Results of program outcome measures as determined by the County and Contractor

- Staff training report
- Yearly summary report of actual or suspected violation of client rights, e.g. all referrals made to Adult Protective Services
- Outcome measure(s) data as part of an annual quality review
- Annual Independent Audit report within 90 days of receiving the report
- Virginia DBHDS licensure reports (due within five working days of licensure visit) including annual evaluations or any other reports associated with on-site inspections

4. **UPON REQUEST:**

- Financial reports
- Any other requested information

5. **WITHIN 24 HOURS:** Client incident reports must be submitted to the County Project Officer and the Case Manager within 24 hours of any event that occurs on the program property or involving any client. Incidents include any illegal act by staff or clients, acts or threats of violence, medication errors, theft, death, hospitalizations, or any accident where injury or potential injury occurred.