



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

RIDER AGREEMENT NO. 23-DHS-R-414

THIS AGREEMENT (hereinafter "Agreement") is made 10/19/2022 by the County, between **Recovery Program Solutions of Virginia, Inc.** ("Contractor"), a corporation with a place of business at P.O. BOX 651281 Sterling VA 20165 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement,**
- Exhibit A** - Arlington County Scope Of Work and Pricing
- Exhibit B** – Business Associate Agreement
- Exhibit C** - Acceptance Agreement Contract 4400011557
- Exhibit D** - Signed Memorandum of Negotiations,

together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the **County of Fairfax** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the **County of Fairfax**. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than **June 30, 2023** ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the **County of Fairfax** renews their agreement identified in **Exhibit A**, the County may elect to renew this Agreement under the same contract terms for **four (4)** one-year renewal periods from **October 1, 2023**, to **June 30, 2027** (“Subsequent Contract Term”). However, if the **County of Fairfax** does NOT renew their agreement identified in **Exhibit A**, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. 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 Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices. All payments will be made from the County to the Contractor via ACH.

4. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents **Exhibit X** (hereinafter “the Work”). The primary purpose of the Work is to operate the Arlington Peer Recovery Center and provide recovery-based services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

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

7. NON-APPROPRIATION

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

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

10. NOTICES

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

TO THE CONTRACTOR:

Michelle Hurrell, President
Recovery Program Solutions of Virginia, Inc.
8794-S Sacramento Drive
Alexandria, Virginia 22309
Phone: (703) 964-6073
Email: mhurrell@recoveryprograms.us

TO THE COUNTY:

Lizabeth Schuch, Project Officer
Behavioral Healthcare Division
2120 Washington Boulevard, 3rd Floor

Arlington Virginia 22204
Phone: (703) 228-5238
Email: Lschuch@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

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

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

11. 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, or e-mail business@arlingtonva.us.


12. COUNTERPARTS

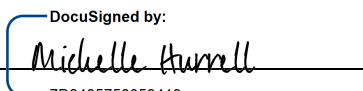
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

RECOVERY PROGRAM SOLUTIONS OF VIRGINIA, INC.

AUTHORIZED SIGNATURE:  89B86B1AD301462...

AUTHORIZED SIGNATURE:  7D8485758059419...

NAME: DR. SHARON T. LEWIS

NAME: Michelle Hurrell

TITLE: PURCHASING AGENT

TITLE: President

DATE: 10/19/2022

DATE: 10/18/2022

EXHIBIT A

ARLINGTON COUNTY SCOPE OF WORK AND PRICING

CONTRACTORS RESPONSIBILITIES

The Contractor shall:

- 1) Operate the Arlington Peer Recovery Center at 3219 Columbia Pike in Arlington, 5 days per week, 4 hours per day. If the Contractor decides to change the location or days and times of operation, the County must approve the new location and operation times
- 2) Staff the Arlington Peer Recovery Center with qualified staff, interns, and volunteers. Designated staff must be trained and certified as Peer Recovery Specialists and proof of certification must be submitted to the Project Officer upon request.
- 3) Establish protocols for COVID-19 and other communicable diseases based on Arlington County Health Department guidance. Guidance will be provided upon contract start.
- 4) Conduct promotion and community outreach within Arlington County; create and maintain marketing tools to be used for outreach.
- 5) Establish and cultivate partnerships with community organizations in Arlington County to enhance services and share resources.
- 6) Promote the program to DHS staff to educate about the Peer Recovery Center so they can recommend it to clients by making presentations in staff and/or division meetings. The Project Officer will coordinate those presentations with Contractor staff.
- 7) Track program data to meet reporting requirements as required by the contract.
- 8) Conduct ongoing group meetings with participants to receive feedback about the program and refine program services and policies as needed based on the feedback
- 9) Meet with the County Project Officer at least quarterly and as requested. Meetings will be set up by the Project Officer.
- 10) Work collaboratively with the Arlington County Department of Human Services and the Project Officer
- 11) If the Contractor provides any food services, the Contractor must follow the rules and regulations of the Arlington County Food and Food Handling Code [Arlington County Code Chapter 9.2 Food and Food Handling Code \(arlingtonva.us\)](#).
- 12) Conduct an annual program/participant and staff survey. Survey results must be submitted by April 30 of each year.

PAYMENTS

The Contract Amount is paid in advance on a quarterly basis with four equal payments (Payments are made by the County to the Contractor by July 15, October 15, January 15, April 15 and, as applicable. The Contractor must submit quarterly invoices 45 days prior to the payment date. Any funding not expended or not due or owing because of a termination or expiration of this Agreement or of the Fairfax County, Virginia contract shall be refunded to the County within fifteen (15) days after the date of any termination or expiration, as applicable. Reconciliation for the previous quarter must be completed before the invoice for the next quarter is approved (Sept 30, Dec 31, March 31, and June 30). Any payments paid by the County which are not supported by a corresponding expenditure documented by the Contractor and approved in advance by the County Project Officer ("reconciliation") shall be

promptly reimbursed by the Contractor to the County within fifteen (15) days of a request for reimbursement by the County.

The payment schedule is as follows:

Year 1 (October 15 through June 30)	Year 2, 3, 4 and 5 (July 1 through June 30)
	July 15
October 15, 2022	October 15
January 15, 2023	January 15
April 15, 2023	April 15

Any funding not expended or not due or owing as a result of a termination or expiration of this Agreement or of the Fairfax County, Virginia contract shall be returned (refunded) to the County within fifteen (15) days after the date of this Agreement’s termination or expiration, as applicable.

Reconciliation is required to be completed by September 30 of each year. Any sums paid by the County which are not supported by a corresponding expenditure documented by the Contractor and/or approved in advance by the County Project Officer (“reconciliation”) shall be promptly reimbursed by the Contractor to the County by July 15 of the fiscal year.

ARLINGTON COUNTY RESPONSIBILITIES:

1. Facilitate regular contract performance reviews to ensure communication between the Contractor and the County and to review program outcomes.
2. Provide Contractor staff with training which will include, but is not limited to, CSB policies and procedures relevant to the contract and CSB services.

PRICING FOR 12 MONTHS OF OPERATIONS

Arlington Peers Helping Peer in Recovery FY 23 Projected Budget		
Income		
CSB Base Grant	206,536	
Grants		
Total Income	206,536	
Expenses		
Business Registration Fees	5	State Corporation Commission
Fines, Penalties, Judgements	0	
Accounting Fees	2,500	Audit and 990
Legal Fees	750	Contingency Funds
Outside Contract Services	10,980	Virtual Programming, WRAP Contractors, Dir Outreach/Dev
IT Equipment	300	Contingency Funds
Personal Property Tax	1,200	Taxes on vehicles, computers, furnishings
Rent	41,961	*3% Increase Each Year
Rent - Storage Unit	550	
Utilities		
Staff Background Checks	900	Background Checks
TB Screening	350	
Random Drug Testing	350	
Postage, Mailing Service	250	Correspondence
Office Supplies/Operations	8,000	General Office Supplies
Telephone, Telecommunications	3,000	Internet, TV, Phones
Program Supplies	850	WRAP Books
Program Food & Supplies	2,000	Snacks, Coffee, Cups, Utensils, Plates, Napkins, etc.
Computer Software	200	

Insurance - Liability, D and O, Workers Comp,	5,500	Company Protection
Memberships and Dues	500	Chamber of Commerce
Events	1,520	Holiday Parties, Beach Trip
Repairs and Maintenance	1,400	Maintenance and Contingency Funds for Vehicle
Payroll - Direct Labor	109,836	Staff Payroll
Payroll Taxes	10,434	Medicare, FICA, FUTA, etc.
Payroll Processing Fees	1,200	Paychex Company Fees
Benefits	0	
Travel and Meetings	2,000	
Total Expenses	206,536	
Total Request	206,536	

Net Income (0)

*If a CPI increase is approved by the County the annual rent increase (3%) will not be approved. In case the approved CPI is below 3%, the Contractor may request the difference.

APHPR FY 23 Personnel Budget				
Employee Wages				
Staff Title	Hours per Month	Hourly Rate Salary	Monthly Salary	12 Month Salary
Senior Management				45,000
Program Coordinator	108	23.00	2,484	29,808
Recovery Facilitator	108	18.00	1,944	23,328
Program Assistant	65	15.00	975	11,700
TOTAL Wages			5,403	109,836
Employer Taxes				10,434
Total Wages and Taxes				120,270

Outside Contract Services				
Staff Title	Hours per Month		Monthly Expense	12 Month Expense
WRAP Facilitators				3,300
Dir of Outreach/Dev				5,280
Computer Contractor				2,400
	Total Stipends			10,980

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between Recovery Program Solutions of Virginia, Inc. (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 connections 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.
- e) **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.
- f) **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.
- g) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- h) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- i) **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.
- j) **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.
- k) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- l) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- m) **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.
- n) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- o) **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.
- p) **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.

- q) **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 Associates’ 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 Associates’ 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 of the Covered Entity's obligation(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) Jan Longman,
DHS Privacy Officer

2100 WASHINGTON Blvd.
4th Floor
Arlington, Virginia 22201

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

(3) County Project Officer
Lizabeth Schuch
2120 Washington Boulevard, 3rd 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:

(4) Michelle Hurrell
President
Recovery Program Solutions of Virginia, Inc.
8794-S Sacramento Drive
Alexandria, Virginia 22309

- 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 attorney's 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

By: Jan Longman
DocuSigned by: 959570337419...
 (Signature)

Name: Jan Longman
Title: DHS Privacy Officer

Date: 10/18/2022

NAME

By: Michelle Hurrell
DocuSigned by: 85603419...
 (Signature)

Name: Michelle Hurrell
Title: President

Date: 10/18/2022

EXHIBIT C



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: September 29, 2022

Recovery Program Solutions of Virginia, Inc.
8794-S Sacramento Drive
Alexandria, VA 22309

Attention: Michelle Hurrell, President

Reference: RFP2000003465, Recovery Centers

Dear Ms. Hurrell:

Acceptance Agreement

Contract Number: 4400011557

This acceptance agreement signifies a contract award to operate four (4) recovery centers and provide recovery-based services. The period of the contract shall be from October 1, 2022 through June 30, 2023, with four (4) one (1) year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement and;
- 2) The Signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate per the Special Provisions, Section 17, of the RFP within ten (10) days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Jadira C. Blevins at 703-324-7828 or via e-mail at jadira.blevins@fairfaxcounty.gov.

Sincerely,

DocuSigned by:

Steve Pierson

Lee Ann Pender, CPPB
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

NOTICE OF AWARD

Date: September 29, 2022

CONTRACT TITLE: Recovery Centers

RFx NUMBER: 2000003465

CONTRACT NUMBER: 4400011557

CONTRACT TYPE: Requirements

NIGP CODE: 95285

CONTRACT PERIOD: October 1, 2022 through June 30, 2023

RENEWALS: 4 (four) 1-year renewal options

SUPERSEDES CONTRACT: 4400007716

CONTRACTOR:
 Recovery Program Solutions of Virginia, Inc.
 8794-S Sacramento Drive
 Alexandria, VA 22309

SUPPLIER CODE:
 1000018054

Contact: Michelle Hurrell, President
 Telephone: (703) 964-6073
 Email: mhurrell@recoveryprograms.us

TERMS: Net 30 days

PRICES: up to \$1,202,072.00 per year for 4 (four) Recovery Centers

DPMM CONTACT: Jadira C. Blevins, CPPB
 Contract Analyst II
 Telephone: 703-324-7828
 Fax: 703-324-3228
 Email: Jadira.Blevins@fairfaxcounty.gov

Department of Procurement & Material Management
 12000 Government Center Parkway, Suite 427
 Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone (703) 324-3201, **TTY:** 1-800- 828-1140, **Fax:** (703) 324-3228

Notice of Award
RFP2000003465
Contract Number 4400011557
Page 2

ORDERING INSTRUCTIONS:

Any County department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

DocuSigned by:



23B73C6233DC44C...

Jadira C. Blevins, CPPB
Contract Analyst II

DISTRIBUTION:

DPMM – Contract Specialist -Jadira Blevins
CSB – Michael T. Lane/e
Contractor

DPMM- Supplier Diversity
CSB- Tom Young/e
CSB- Jennifer Ahearn/e

EXHIBIT D



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000003465 – RECOVERY CENTERS

The County of Fairfax (hereinafter called the County) and Recovery Program Solutions of Virginia, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400011557. The contract period shall be from Date of Award through June 30, 2023, with the option to renew the contract for four (4), one (1) year periods based on satisfactory contractor performance and if agreeable to all parties. The final contract contains the following documents:

- a. County's Request for Proposal RFP2000003465 and all Addenda;
- b. The Contractor's Technical and Cost Proposal dated February 23, 2022;
- c. The Contractor's response to technical clarifications dated April 21, 2022;
- d. The Contractor's response to cost clarifications dated May 25, 2022;
- e. The Contractor's negotiation responses and revised cost proposal dated August 8, 2022;
- f. The Business Associate/Qualified Service Organization Agreement (BAQSOA);
- g. This Memorandum of Negotiations;
- h. County purchase order;
- i. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following in this contract:

- 1. The inclusion of a trained professional evaluator(s) (employed or contracted) with significant evaluation experience consistent with the standards of the American Evaluation Association or similar body.


ACCEPTED BY:

DocuSigned by:

 Michelle Hurrell, President
 Recovery Program Solutions of Virginia, Inc.

2022 September 23 | 13:59:53 PDT

 Date

DocuSigned by:

 Lee Ann Pender, CPPB
 Director/County Purchasing Agent

2022 September 28 | 16:59:47 PDT

 Date