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

NOTICE OF RENEWAL OF CONTRACT

TO:
CRASSOCIATES, INC.
8580 Cinderbed Road, Ste. 2100
Newington, VA 22122

DATE ISSUED: NOVEMBER 15, 2013

CONTRACT NO: 501-12
CONTRACT TITLE: ON-SITE CLINIC

This is a Notice of Renewal of Contract and not an order. No work is authorized until the vendor receives a valid County Purchase Order encumbering Contract Funds.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2018.

The contract documents consist of the terms, conditions of Agreement No. 501-12 including any exhibit attached or amendment thereto.

ATTACHMENTS:
AGREEMENT No. 501-12
AMENDMENT NO. 1

EMPLOYEES NOT TO BENEFIT:
No County employee shall receive any share or benefit of this contract not available to the general public.

VENDOR CONTACT: MICHAEL D. STARR, COO/EVP
EMAIL ADDRESS: mds@crassoc.com
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: KATIE SWEENEY
COUNTY EMAIL: ksweeney@arlingtonva.us

VENDOR TEL. NO.: 703-550-8145
COUNTY TEL. NO.: 703-228-3600

________________________________________
Ivette Gonzalez, CPBB
Procurement Officer

DATE 11/15/13

DISTRIBUTION
BID FOLDER: 1
This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 501-12 ("Main Agreement") made between CRAssociates, Inc., 8580 Cinderbed Road, Suite 2400, Newington, Virginia 22122 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contractor information under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE CONTRACT TERM AS FOLLOWS:

CONTRACT TERM

The Work shall commence upon the date of execution of this amendment by the County, and be completed no later than June 30, 2013 ("Third Contract Term" or "Year three"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the contract unit prices in Exhibit D or as mutually agreed upon for not more than four (4) additional twelve (12) month periods from July 1, 2013 through June 30, 2018 (Each such period shall be referred to as a "Subsequent Contract Term").

REVISED EXHIBIT D – LETTER C - PERFORMANCE GUARANTEES YEAR 2. SEE ATTACHED.

TERMS AND CONDITIONS
All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: 

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

DATE: 11/6/13

CRASSOCIATES, INC.

AUTHORIZED SIGNATURE: 

NAME AND TITLE: MICHAEL D. STARR, EVP/COO

DATE: 7/2/12
### C. Performance Guarantees – Year 2

<table>
<thead>
<tr>
<th>Guarantee Type</th>
<th>Description</th>
<th>Target</th>
<th>Fix Fee at Risk</th>
<th>Penalty Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Access to Care</strong></td>
<td>Provide Coverage for all expected absences.</td>
<td>100%</td>
<td>5%</td>
<td>No coverage: 0 times = no penalty  1 time = 50% penalty  2 times = 100% penalty</td>
</tr>
<tr>
<td></td>
<td>Provide coverage within two hours of notice of unexpected absences.</td>
<td>100%</td>
<td>5%</td>
<td>No coverage within two hours: 0 times = no penalty 20% penalty each time up to 5 times 5 times = 100% penalty</td>
</tr>
<tr>
<td><strong>Patient Satisfaction</strong></td>
<td>Patient satisfaction levels at 95% or higher based on quarterly surveys</td>
<td>95%</td>
<td>10%</td>
<td>Satisfaction rating of: &gt;= 95% = no penalty 90% - 94% = 50% penalty &lt;90% = 100% penalty</td>
</tr>
<tr>
<td><strong>Quarterly Report</strong></td>
<td>Quarterly reports received by the 15th of the first month following the quarter. Based on the County's fiscal year cycle. To include ROI Data.</td>
<td>100%</td>
<td>1%</td>
<td>If a minimum of 2 reports are late then the County will subtract 2% of the fixed fee</td>
</tr>
<tr>
<td><strong>Monthly Report</strong></td>
<td>Monthly reports received by the 15th of the following month. To include Utilization Rates.</td>
<td>100%</td>
<td>1%</td>
<td>If a minimum of 2 reports are late then the County will subtract 3% of the fixed fee</td>
</tr>
<tr>
<td><strong>Formulary Compliance</strong></td>
<td>Compliance with formularies from Kaiser and CIGNA (when clinically appropriate)</td>
<td>95%</td>
<td>1%</td>
<td>95% compliance = No penalty Less than 95% compliance = 100% penalty</td>
</tr>
<tr>
<td><strong>Referral Rates</strong></td>
<td>Track number of</td>
<td>90%</td>
<td>9%</td>
<td>90% compliance</td>
</tr>
<tr>
<td>Guarantee Type</td>
<td>Description</td>
<td>Target</td>
<td>Fix Fee at Risk</td>
<td>Penalty Structure</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
<td>-----------------</td>
<td>-------------------------------------------------</td>
</tr>
</tbody>
</table>
| referral to health education resources (i.e. CIGNA, Kaiser, & HealthSmart) each referral is defined as using the agreed upon referral sheets and tracking each referral in the electronic medical record |                                                  |        |                 | =No penalty  
Less than 90% = 100% penalty                  |
| Clinical Quality  | Utilize Meaningful Use for Clinical Quality Measures and document results for Hypertension, Diabetes, & BMI After 6 months of data (February 2013 – August 2013) establish reasonable expectation for improvement | 100%   | 9%              | 100% compliance  
= No Penalty; less than 100% compliance = 100%   |
| Direct Marketing  | Reminders for HRA, Patient Portal, & Electronic Patient Satisfaction Surveys At least one direct marketing material will go out to patients by the 15th of every month                                               | 95%    | 9%              | 95% compliance  
= No penalty; less than 95%, 100% penalty         |

1. Total Fixed Fee at risk = 50%
2. Performance Guarantees for year three will include measurable improvements in health outcomes for Clinic patients, improvement in preventative screening compliance, and an increase in health education program enrollment and completion. After two the Clinic will have a baseline for these measures and will create reasonable performance measures.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 501-12

THIS AGREEMENT is made, on the date of execution by the County, between CRAssociates, Inc., 8580 Cinderbed Road, Suite 2400, Newington, Virginia 22122 ("Contractor") a Delaware Corporation, authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
   The contract documents consist of this Agreement, Exhibit A (Scope of Work), Exhibit B (HIPAA Business Associate Agreement), Exhibit C (Nondisclosure and Data Security Agreement – Contractor), and Exhibit D (Pricing, Performance Guarantees, and Hourly Billing Rates)

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

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

2. SCOPE OF WORK
   The Contractor agrees to perform the services described in the Contract Documents (alternatively “Work”). The primary purpose of the Work is to provide management and operation of an onsite Clinic for Arlington County employees, at a County-provided facility located at 2100 Clarendon Blvd, Suite 508. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
   The Work shall commence upon the date of execution of the Agreement by the County, and be completed no later than June 30, 2012 (“Initial Contract Term” or “Year One”), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the
Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the contract unit prices in Exhibit D or as mutually agreed upon for not more than six (6) additional twelve (12) month periods from July 1, 2012 through June 30, 2018 (Each such period shall be referred to as a "Subsequent Contract Term").

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

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Amount/unit price shall remain firm for at least the Initial Contract Term and two Subsequent Contract Terms as described in Exhibit D. The Contract Amount/unit price for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the amount for ensuing years shall 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 twelve (12) month period ending in January of each year of the Contract.

If the Contractor and the County do not agree on a contract amount for a Subsequent Contract Term using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the term. The contract amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. Invoices shall be prepared in accordance with Section D., Payment Structure, contained in Exhibit D. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. 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.
7. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County Department of Human Resources or the Director's designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

8. **ADJUSTMENTS FOR CHANGE IN SCOPE**

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

9. **ADDITIONAL SERVICES**

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

Additional services agreed upon by the parties will be billed at the Hourly Billing Rates set forth in Exhibit D unless otherwise agreed to by the parties in writing.

12. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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

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

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

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

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

16. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

17. BACKGROUND CHECK
Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff’s Office and a credit check. Permission to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

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

19. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's performance of its obligations under this Agreement shall be in keeping with the skill and care reasonably expected of administrators experienced in providing similar services to on-site health care clinics of similar size and characteristics. Clinic Staff shall render services enumerated in this Agreement with the level of skill and care reasonably expected of health care professionals with the same level of education and experience.

24. UNSATISFACTORY MATERIAL
If any of the material or equipment provided by the Contractor pursuant to this Contract is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory material or equipment and replace the same material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable material or equipment and replace it with suitable and satisfactory material or equipment, the County shall have the right, but not the obligation, to remove the rejected material or equipment and replace it with proper material or equipment at the expense of the Contractor. This paragraph applies
during the Contract Term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of material or equipment which has not been provided in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefore.

If any of the work done by the Contractor pursuant to this Contract is unsatisfactory to the County, the Contractor shall, on being notified by the County, replace such unsatisfactory work with suitable and satisfactory work within fifteen (15) days after receipt of written notice of unsatisfactory work from the County. The obligations of this section shall in no way negate, supersede or absolve Contractor of its Performance Guarantees as outlined in Exhibit D. Failure to provide the County with satisfactory work or to replace unsatisfactory work with suitable and satisfactory work may trigger the duties, obligations, and fees outlined in the Performance Guarantee section of Exhibit D.

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

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

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.
Upon any termination pursuant to this section, the Contractor shall be liable to the County for the difference between the cost of goods and/or services provided by the Contractor pursuant to this Agreement and any additional costs incurred by the County when replacing such goods and/or services with comparable goods and/or services from another vendor chosen by the County. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, replacement costs, and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

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

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

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

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

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.
27. **TERMINATION RELATED TO PERFORMANCE GUARANTEES**
The County may, in its discretion and without contest, terminate this
Contract if the Contractor does not pay or provide future guarantee
amounts for Performance Guarantees or meet Performance Guarantees to
the satisfaction of the County Project Officer.

Upon receipt of a Notice for Termination and except as otherwise
directed in the Notice or by the Project Officer, the Contractor shall
stop all work on the date of receipt of the Notice of Termination or
other date as specified in the Notice of Termination. The Contractor
shall place no further orders or subcontracts for materials, services
or facilities except as are necessary for the completion of such
portion of the Work not terminated, immediately transfer all
documentation and paperwork for terminated work to the County, and
terminate all vendors and all subcontracts and settle all outstanding
liabilities and claims. The County’s liability in a Termination
Related to Performance Guarantees shall be limited to reimbursement for
work fully performed prior to receipt of the Notice for Termination.

28. **INDENMNIFICATION**
The Contractor covenants for itself, its employees, and subcontractors
to save, defend, hold harmless and indemnify the County, and all of its
selected and appointed officials, officers, current and former
employees, agents, departments, agencies, boards, and commissions
(collectively the “County” for purposes of this section) from and
gainst any and all claims made by third parties or by the County for
any and all losses, damages, injuries, fines, penalties, costs
(including court costs and attorney's fees), charges, liability,
demands or exposure, however caused, resulting from, arising out of, or
in any way connected with the Contractor’s acts or omissions, including
the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of the work called for by the Contract
Documents. This duty to save, defend, hold harmless and indemnify
shall survive the termination of this Contract. If, after notice by
the County, the Contractor fails or refuses to fulfill its obligations
contained in this section, the Contractor shall be liable for and
reimburse the County for any and all expenses, including but not
limited to, reasonable attorneys fees incurred and any settlements or
payments made. The Contractor shall pay such expenses upon demand by
the County and failure to do so may result in such amounts being
withheld from any amounts due to Contractor under this Contract.

29. **INTELLECTUAL PROPERTY INDEMNIFICATION**
The Contractor warrants and guarantees that no intellectual property
rights (including, but not limited to, copyright, patent, mask rights
and trademark) of third parties are infringed or in any manner involved
in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and
subcontractors to save, defend, hold harmless, and indemnify the
County, and all of its officers, officials, departments, agencies,
agents, and employees from and against any and all claims, losses,
damages, injuries, fines, penalties, costs (including court costs and
attorney's fees), charges, liability, or exposure, however caused, for
or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

30. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

31. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

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

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

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

32. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

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

34. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law
related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-436 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

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

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

37. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the option of the County.

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

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Contractor and its employees shall not hold itself out as an employee of the County. Contractor and its employees shall identify itself and themselves, to County employees, as CRAssociates or an employee of CRAssociates.

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

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

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

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.
41. **AUDIT**
The Contractor shall secure an independent certified public accountant's audit of its finances and program operation after the close of each fiscal year (June 30), but no later than September 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the Contractor as may be deemed necessary by the County to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

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

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

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

No amendment(s) to this Contract related to: (a) providing services at the Clinic Space other than those described in the Scope of Work and/or (b) categories of persons to be provided services shall be effective until the Purchasing Agent has obtained approval from the Zoning Administrator and the Real Estate Bureau Chief that the proposed amendment(s) are permissible under the Arlington County Zoning Ordinance and the Lease between the County and CESC One Courthouse Plaza, L.L.C. dated October 23, 2002. However, this approval requirement shall not apply to any amendment executed to add any of the Optional Services listed in Exhibit A of this Agreement.

44. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

45. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or
time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

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

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

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

49. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

50. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.
51. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

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

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

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

**TO THE CONTRACTOR:**

Michael D. Starr, COO  
CRA Associates, Inc.  
8580 Cinderbed Road, Suite 2400  
Newington, VA 22122

Paula Mullineaux, VP Professional Services  
CRA Associates, Inc.  
8580 Cinderbed Road, Suite 2400  
Newington, VA 22122

**TO THE COUNTY:**

Katie Sweeney, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 511  
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201
55. **NON-DISCRIMINATION NOTICE**  
Arlington County does not discriminate against faith-based organizations.

56. **INSURANCE REQUIREMENTS**  
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. **Business Automobile Liability** - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. **Medical Malpractice coverage** $2,000,000/$6,000,000.

e. **Additional Insured** - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

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

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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

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

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

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

57. **ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County’s presence on other third party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: http://www.ada.gov/websites2.htm

58. **HIPAA COMPLIANCE**

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an Arlington County Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. §164.308(b)(1)and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington County’s Business Associate Agreement and in a form approved by the County. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.

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

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

a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor’s programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor’s offices or facilities, even where pets are generally prohibited.

d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

... Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.

f. Responding to inquiries from the U.S. Department of Labor.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

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

12-22-11

CRASSOCIATES, INC.

TAXPAYER ID (EIN) 54-180480

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Michael D. Starr, Executive VP/COO

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AGREEMENT NO. 501-12
EXHIBIT A

SCOPE OF SERVICES

Introduction

The Contractor shall manage and operate an onsite health Clinic located at 2100 Clarendon Blvd., Suite 508, Arlington, Virginia 22201. The Clinic shall provide primary care services, acute care services, prescription services, laboratory services, health coaching, vaccinations and immunizations, case and disease management, and primary care referrals for County employees, as outlined in greater detail herein.

Additionally, the Contractor shall partner with HealthSmart and the County's health plan providers to maximize utilization of existing resources and programs. The Contractor shall provide qualified staff (defined in Qualifications and Roles of the Clinic Staff) and ensure proper staff coverage during Clinic operating hours. The Clinic Contractor shall visit worksites throughout the County offering limited Clinic Services at those sites on a regularly scheduled basis. The Contractor is not expected to replace a County employees' primary care provider.

Other services the Contractor shall provide that are further described herein include, but are not limited to: regular reporting, eClinicalWorks, an electronic medical records system with limited access for the County's Project Officer to de-identified aggregate reports, and secure access for employees to access portions of their medical records, and marketing assistance.

Initially, the Clinic will operate 24 hours per week for County employees. Through later amendment to the Agreement, services may be expanded to 40 hours per week and/or for County employees' spouses and/or dependents and/or retirees.

A. Terms Defined

1. Building: The building that is the subject of the Lease.

2. Clinic: The onsite health Clinic that is the subject of this Agreement.


4. eClinicalWorks: The electronic medical record (EMR) and practice management information system (PMIS) that shall serve as the operations repository for all Clinical and administrative data associated with the Health Clinic.

5. Health Coaching Programs: Programs provided by the County's health care vendors.

7. **Onsite Health Coaching**: Onsite health education and support and facilitate the patient's engagement with the disease management programs offered through the County's health plan. Health education materials will be provided in collaboration with the County's existing programs.

8. **Primary Care Case Management program**: Coordination of necessary medical resources and the application of evidence based medicine.

9. **PRN**: *pro re nata*, or as needed.

**B. Primary and Preventative Care**

1. Contractor shall provide primary and preventative care by operating as an adjunct to the patient’s primary care provider and communicating with their primary care provider as needed.

2. Contractor shall conduct ongoing examinations and screenings targeted at the early detection of disease and prompt intervention for the follow up and treatment of health problems. Contractor shall educate patients on the Prevention and Screening measures established in NCQA's Healthcare Effectiveness Data and Information Set.

3. Contractor shall follow the Clinical Preventive Services recommendations of the American Academy of Family Physicians regarding types and frequencies of examinations and testing protocols. Health Maintenance Visits will include: A history review and physical examination, health blood pressure checks, laboratory tests and measurements of body mass index.

4. The healthcare services Contractor shall provide as part of primary and preventative care services include but are not limited to:
   a) Routine and comprehensive physical examinations;
   b) Hypertension treatment and blood pressure monitoring;
   c) Diabetes treatment and monitoring;
   d) Cardiac risk analysis;
   e) Hyperlipidemia treatment and monitoring;
   f) Depression screening and appropriate referrals;
   g) Asthma and other chronic respiratory diseases;
   h) Stable hyper- or hypothyroidism treatment and monitoring;
   i) Arthritis treatment;
   j) Asthma treatment and monitoring;
   k) Appropriate blood and urine laboratory testing;
   l) Vision and hearing exams;
   m) Prescribing of prescriptions;
   n) Gynecological exams and treatment of routine gynecological problems;
   o) Counseling on birth control methods and prescription of contraceptive devices and/or pharmaceuticals; and
p) Treatment of sexually transmitted diseases.

5. In the delivery of all services, Contractor will collaborate with the County’s existing health plan vendors and resources, which shall include but are not limited to:
   a) Disease Management Programs
   b) Health Assessment
   c) Health Coaching Programs
   d) Claims Data Comparisons
   e) HealthSmart Health Educators

C. Urgent/Acute Care

1. Contractor shall provide urgent care and acute care at the Clinic. Patients with life threatening illnesses or conditions shall be immediately referred to emergency services through a 911 call. As clinically indicated, Contractor may perform necessary procedures at the Clinic or refer patients to emergency care, a primary care physician, or specialists for necessary care.

2. Clinic practitioner(s) shall be certified in Basic Life Support and otherwise be prepared to provide first aid. In any emergency situation for which Clinic practitioners are not qualified to provide care, Clinic practitioner(s) shall call 911, and provide services to stabilize the patient until qualified emergency care and services can be provided to the patient. For each patient encounter, Clinic practitioner(s) shall take an appropriate medical history, perform a physical examination of the relevant body systems, make a clinical diagnosis, initiate required treatment and make any required subsequent disposition.

3. Health conditions diagnosed and treated within this scope of care will include, but are not limited to:
   a) Colds;
   b) Sore throats;
   c) Urinary infections;
   d) Ear infections;
   e) Bronchitis;
   f) Asthma;
   g) Headache/Migraine;
   h) Sinus Infections;
   i) Gastroenteritis;
   j) Abdominal pain;
   k) Poison ivy or oak;
   l) Skin rashes;
   m) Minor lacerations;
   n) Minor strains and sprains;
   o) Blisters;
p) Bursitis;
q) Muscular injuries/pain; and
r) Tendonitis.

D. Prescriptions

1. The Contractor’s Clinic practitioner(s) shall electronically track prescriptions through eClinicalWorks which provides the following ePrescribing features:

a) Clinic practitioner(s) can issue a prescription directly from the software;
b) Prescriptions can be sent to pharmacies via fax or secure electronic transmissions (if requested by patient);
c) Formularies are automatically updated and can also be updated manually;
d) Pharmacies and patients can request prescription refills electronically;
e) Clinic Practitioner(s) can write a prescription while offsite - remotely use the prescription functionality;
f) Prescriptions can be signed electronically by the Clinic practitioner(s);
g) Prescriptions cannot be issued without Clinic practitioner(s) signature;
h) The Clinic practitioner(s) can cancel a prescription;
i) Using the Medi-Span Drug Reference Database, the system shall check patient prescriptions for:
   j) drug-drug interactions
   k) drug-disease interactions
   l) drug-food interactions
   m) patient allergies to drugs
   n) The system shall check patient prescriptions for acceptable dosage ranges;
o) Warn the prescribing Clinic practitioner(s) if the patient is pregnant;
p) Attach drug level test results from external sources to the patient's electronic medical record;
q) Save commonly prescribed medication orders;
r) Track sample medication distribution;
s) Automatic addition of new prescriptions to the patient record without re-keying; and
t) Add medications prescribed from external providers to the medical record.
E. Laboratory Services

1. Contractor shall implement an on-site medical laboratory classified as "waived" under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Laboratory services may be ordered by Clinic practitioner(s), or by outside providers with a prescription.

2. For tests not performed onsite, specimens shall be collected and the Contractor shall arrange for the specimen to be transported to an appropriate offsite lab vendor, who shall be in-network with the employee's health plan.

3. Contractor will only select a lab vendor who is in-network with the County's health plans. Contractor will identify high performance, in-network laboratory facilities based on measures of clinical performance, access to care and cost efficiency. Laboratory facilities shall be selected for the Clinic's referral based on results of the following criteria:
   a) Courier services;
   b) Ability to transfer lab results back to Clinic and to primary care physician;
   c) Evidence-based and recognized standards for clinical outcomes, processes of care and patient safety;
   d) Demonstrate efficiency in laboratory services;
   e) Program duration; and

F. Industry accreditation.

1. To obtain test results from an offsite lab, the Clinic practitioner shall enter the laboratory test order into eClinicalWorks, the electronic medical record. The test results shall then be returned electronically via the same system. As a CCHIT-certified system, eClinicalWorks is fully HIPAA compliant and provides the required HL-7 protocol interface for electronic transmission to and from the major offsite labs, and many regional or local laboratory companies. The Clinic shall also accept hard copy test results which will be scanned into eClinicalWorks for retention. All lab results will be delivered to the ordering provider and communicated to the patient by the ordering provider.

2. As part of the Clinic, the laboratory shall be equipped to allow the following on-site laboratory tests including but not limited to:
   a) Dipstick or tablet reagent urinalysis of the following:
      i. Bilirubin
      ii. Glucose
      iii. Hemoglobin
      iv. Ketone
      v. Leukocytes
      vi. Nitrite
      vii. pH
      viii. Protein
      ix. Specific gravity
      x. Urobilinogen
   b) Chemistry & metabolic panels:

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i. Comprehensive Metabolic Panel (Waived) - A1C, ALP, ALT, AST, BUN, Ca, Cl−, CRE, GLU, K+, Na+, TBIL, tCO2, TP
ii. Basic Metabolic Panel (Waived) - BUN, Ca, Cl−, CRE, GLU, K+, Na+, tCO2
iii. Lipid Panel (Waived) - CHOL, CHOL/HDL*, HDL, LDL*, TRIG, VLDL*
iv. Lipid Panel Plus (Waived) - ALT, AST, CHOL, CHOL/HDL*, GLU, HDL, LDL*, TRIG, VLDL*
v. Liver Panel Plus (Waived) - A1C, ALP, ALT, AMY, AST, GGT, TBIL, TP
vi. General Chemistry 6 (Waived) - ALT, AST, BUN, CRE, GGT, GLU
vii. General Chemistry 13 (Waived) - ALB, ALP, ALT, AMY, AST, BUN, Ca, CRE, GGT, GLU, TBIL, TP, UA
viii. Electrolyte Panel (Waived) - Cl−, K+, Na+, tCO2
ix. Kidney Check (Waived) - BUN, CRE
c) Additional testing:
   i. Fecal occult blood
   ii. Blood Glucose
   iii. HgbA1C
   iv. Pregnancy test
   v. Strep test
   vi. Flu test

G. Health Coaching

1. The Contractor shall provide onsite health education and support and facilitate the patient’s engagement with the disease management programs offered through the County’s health plan. Health education materials will be provided in collaboration with the County’s existing programs. The Contractor shall assess the patient’s lifestyle risks and provide health improvement and preventative care guidance.

H. Vaccinations, Immunizations and Screenings

1. Contractor shall administer all Centers for Disease Control (CDC) recommended immunizations, including tetanus, travel and influenza immunizations.

2. The Contractor shall administer allergy injections if the patient’s allergy serum is received by the Clinic in controlled conditions. Contractor may refuse to administer allergy injections to any patient whose allergy serum is not received in controlled conditions. Controlled conditions include, but are not limited to:

   a) Receipt of the allergy serum directly from the manufacturer; or

   b) Receipt of the allergy serum from another competent provider under conditions appropriate for the transfer of allergy serum.

3. Contractor shall administer vaccinations and screening tests including but not limited to:

   a) Influenza vaccine;
   b) Hepatitis A and B vaccines;
   c) Measles (Rubeola), Mumps, and Rubella (MMR);
   d) Tetanus/Diphtheria (DTP, DTaP, Tdap, or Td;
e) Varicella (Chicken Pox); and
f) TB testing using purified protein derivative (PPD) skin
testing.
g) Biometric Screening

4. During scheduled wellness screenings or physical exams, the
Clinic practitioner(s) shall evaluate risk factors that allow the
Clinic practitioner(s) to target interventions for a patient’s
risk profile. The biometrics and risk factors that shall be
screened include:
   a) Blood pressure;
   b) Blood sugar labs;
   c) Cholesterol and comprehensive lipid panel lab work that
      includes HDL and LDL levels and coronary risk ratio;
   d) Comprehensive metabolic panel lab work;
   e) Triglycerides lab work;
   f) Kidney and liver function labs;
   g) Body Mass Index (BMI) and body composition;
   h) Weight;
   i) Height;
   j) Alcohol use;
   k) Stress;
   l) Emotional health;
   m) Exercise;
   n) Nutrition;
   o) Safety; and
   p) Tobacco use.

I. Case Management

1. The Case Management process begins with the initial Clinic visit
and each visit will include a review of the patient’s current
health status and disease and lifestyle risk.

2. The Contractor shall use their Primary Care Case Management
program (PCCM) to ensure that patients with multiple, complex,
chronic, or catastrophic conditions receive close management of
their care through the coordination of necessary medical
resources and the application of evidence based medicine. All
cases will be flagged in eClinicalWorks.

3. Contractor’s successful case management programs will:
   a) Prevent unnecessary self-referral to specialty providers;
   b) Reduce hospital admissions;
   c) Reduce emergency room visits;
   d) Reduce length of hospital stay;
   e) Direct patients to approved providers;
   f) Increase patient and family caregiver knowledge and
      compliance;
   g) Reduce incidence of complications and co-morbidity;
   h) Improve patient satisfaction;
   i) Reduce adverse effects of drug interactions; and
   j) Ensure integration of medical documentation in patient main
      medical record.

4. Contractor shall implement an onsite case management program
coordinated by the Nurse Practitioner, who will work closely with
the patients’ primary care providers and the County’s Health vendors to:
   a) Identify patients in need of case management through referrals, claims data, ER visits, hospital admissions, chart audits, HRAs, and collaboration with the County’s other health vendors;
   b) Develop treatment plans in accordance with the clinically accepted practices such as the Milliman Care Guidelines and the American College of Occupational and Environment Medicine’s Occupational Practice Guidelines;
   c) Coordinate delivery of on-site and off-site care;
   d) Interact with patients in person and via telephone to resolve problems; and
   e) Educate patients and family caregivers on use of equipment, modification of behavior and lifestyle and maintaining journals to track medications and document symptoms.

J. Primary Care Referrals

1. Contractor’s referrals shall be governed by the Milliman Care Guidelines and referrals will only be made to in-network providers. The Clinic Nurse Practitioner will coordinate with the employee’s Primary Care Physician on all referrals.

2. Effective collaboration and coordination with the patients’ treating physician or specialist shall be maintained at all times. Contractor has the ability to effectively coordinate with other outside health care practitioners to effectively treat, refer and monitor employees.

3. eClinicalWorks shall generate easy- to-read professional consultation or progress notes. eClinicalWorks shall provide different styles for communicating information about patient visits. The Clinic practitioner(s) can provide a copy of the notes in traditional Subject, Objective, Assessment, Plan (S.O.A.P.) format, focusing on the sections they want the recipient to read, or send copies of their notes, which may be formatted in the following order: Assessment, Plan, Subjective and then Objective.

K. Partnership with County Health Care providers, tools, and County’s Wellness Program (HealthSmart)

1. Contractor shall support wellness initiatives in conjunction with the County’s wellness program, including health and risk screenings, coaching, medication and treatment compliance, disease management and wellness programs/education.

2. Contractor shall implement the University of Michigan’s Health Assessment (“UMHA”) at the Clinic. Contractor shall ensure all patients seen at the Clinic have completed an UMHA annually or as directed by health education best practices. The coaching programs, resources, and compliance outreach program will also be utilized at the Clinic in collaboration with the County’s health vendors to ensure the patient receives all available resources. Contractor will supplement wellness materials with their own health publications, if approved by the County.

3. Contractor shall meet with the County’s vendors to become accustomed to their available resources and tools so that Contractor can integrate them into the delivery of Clinic
services. Contractor shall establish a team relationship with the HealthSmart Health Educators by meeting with them to learn of their full range of services, continue ongoing communications, and refer patients to the HealthSmart Health Educators for health education when appropriate.

4. At all times Contractor shall protect patients’ privacy, comply with all HIPAA requirements and not share patient-specific information in violation of state or federal laws or the terms of this Agreement, including the data security and confidentiality obligations contained herein.

5. Contractor shall review the health plans’ details including the list of network providers and facilities, formulary information, and any other information that will facilitate our integrating services with the plans. Contractor will also provide data that the County requests that vendor share with health plan administrators or health vendors.

I. Disease Management

1. Contractor shall treat or monitor employees, with diagnosed chronic illnesses, such as hypertension, asthma, or diabetes at the On-site Health Center. The Contractor Clinic Staff shall place considerable emphasis on educating patients upon diagnosis of any serious chronic condition, such as hypertension or diabetes.

2. On-going monitoring of response and medication adherence shall be provided by the onsite Clinic practitioners with patients referred to specialists as appropriate. Effective collaboration and coordination with the patients’ specialists will be maintained at all times. To ensure follow up monitoring and care of chronic conditions, the Clinic staff shall ensure that patients are scheduled for enrollment in the County’s Disease Management Programs.

3. The onsite Clinic shall have equipment that facilitates chronic condition management including, but not limited to: ability to check A1C levels, perform oral glucose tolerance tests, and verify the accuracy of the patient’s home meter.

4. The Contractor shall perform the rapid A1C test in the Clinic to determine the result within 5 minutes while the patient is still present, to provide improved chronic condition management with face-to-face counseling.

M. Qualifications and Roles of the Clinic staff

1. Medical Director’s Requirements and Responsibilities
   a) Doctorate Degree in Medicine from an accredited college;
   b) Board Certified in Internal Medicine, Emergency Medicine or Family Practice;
   c) 1 year experience in providing clinical leadership in a primary care setting;
   d) Current, valid and unrestricted VA license as a physician;
   e) Current Drug Enforcement Agency (DEA) Number;
   f) Current and valid BLS certification;
   g) 2-3 years experience in providing family medicine;
h) Provide medical direction and supervision, which means participation in the development of a written protocol including provision for periodic review and revision; development of guidelines for availability and ongoing communications that provide for and define consultation among the collaborating parties and the patient; and periodic joint evaluation of services provided, e.g., chart review, and review of patient care outcomes;

i) Guide and direct the clinical care program to ensure appropriate mechanisms are in place in the delivery of quality patient care;

j) Provide training, overall direction and ongoing evaluation of medical staff;

k) Ensure that all healthcare services comply with JCAHO standards;

l) Ensure that all health care is adequately and accurately documented in each patient's eClinicalWorks, electronic medical record;

m) Observe and comply with all infection control protocols and standards;

n) Make site visits at least quarterly; and

c) Conduct regular, random reviews of patient charts on which the nurse practitioner has entered a prescription for an approved drug or device.

2. Nurse Practitioner's Requirements and Responsibilities

a) Graduate degree in nursing or in the appropriate nurse practitioner specialty from an educational program designed to prepare nurse practitioners;

b) Certification that is consistent with the specialty area of the applicant's educational preparation issued by either the American Nurses' Credentialing Center or the American Academy of Nurse Practitioners;

c) Minimum three-years primary care experience as a NP in accordance with the VA Nurse Practice Act;

d) Current, valid, unrestricted VA nursing license as a RN and Family Nurse Practitioner;

e) Current and valid BCLS;

f) Practice in collaboration with and under the medical direction and supervision of a licensed physician under a written protocol;

g) Provide direct patient care in accordance with individual clinical privileges and the scope of practice for the Clinic, under the supervision of the Medical Director;

h) Perform patient examinations, assessment, treatment intervention and referral and follow-up care as outlined and prescribed in approved clinical protocols;

i) Ensure that all health care is adequately and accurately documented in each patient's electronic medical record;

j) Observe and comply with all infection control protocols and standards;

k) Promote preventive and health maintenance care, including physical examinations, immunizations, positive health behaviors and self-care skills through education and counseling;
1) Prescribe medications as delineated by pharmacy and
therapeutic protocols; document instructions given to
patient in medical record;

m) Participate in Quality Assurance and Quality Improvement
Programs;

n) Order diagnostic tests as applicable;
o) Coordinate care with the County’s health plans and vendors;
p) Manage the medical assistant;
q) Collaborate with onsite disease management nurses.

3. Medical Assistant’s Requirements and Responsibilities

a) Graduation from an accredited senior high school or its
equivalent;
b) Graduation from an approved medical assistant program;
c) Certification by the American Association of Medical
Assistants (AAMA) or eligible to take the examination;
d) A minimum of 1 year experience;
e) Current and valid BCLS certification;
f) Possess above average computer knowledge to enter
information into a computerized system;
g) Ability to use management principles to manage general
office operations;
h) Ability to maintain confidentiality in all matters
pertaining to medical records and information gained during
employment;
i) Basic understanding of medical terminology desirable;
j) Basic understanding of ICD-9 Coding desirable;
k) Take and record vital signs;
l) Stock vital signs and treatment rooms;
m) Prepare and keep treatment rooms ready for care;
n) Chaperone patients;
o) Perform EKG’s, visual acuity tests and pulse oximetry
tests;
p) Apply and change dressings and bandages;
q) Perform front desk operations; and
r) Perform blood draws.

N. Clinic Staffing:

1. Contractor shall staff the Clinic with Contractor’s employees,
not with subcontractors.

2. The Medical Assistant (MA) will function as a medical clerk and
receptionist. The MA will schedule appointments, welcome
employees as they arrive, take vital signs of the employees and
assist the Nurse Practitioner (NP) as needed. When the NP is not
with patients she/he is also responsible for scheduling and
greeting patients if the MA is performing patient care.
Appointments will be scheduled via phone call, email or online
using the eClinicWorks’ appointment scheduling feature.

3. In order to accommodate time off for Contractor’s employees,
Contractor shall maintain a separate pool of credentialed "PRN"
employees. The Contractor’s corporate HR department shall ensure
that their PRN pool completes the same recruitment and
credentialing process as Contractor’s full-time staff.
Verification of all credentials and education shall be performed
and the National Practitioner Data Base shall be queried for all
practitioners.
4. In the event that regular, full-time Clinic staff is unable to work on an emergency, short-term or long-term basis, Contractor shall replace such full-time staff member with an employee from its PRN pool with equivalent qualification and experience. Contractor shall not replace a regular, full-time Clinic staff member on a permanent basis without written approval of the County Project Officer, which approval shall not be unreasonably withheld. Failure to provide a permanent substitute of equal or greater qualification than the replaced staff member shall be reasonable grounds for refusal.

5. The first source of Clinic staff replacements shall be Contractor’s Virginia-based PRN pool of healthcare professionals. Contractor will utilize the PRN pool for emergency and short or long term staff replacements. The PRN staff will be Contractor employees, not subcontractors. Contractor shall staff the Clinic with a practitioner of equal or greater qualifications of the staff member who is on leave.

6. The Clinic employees shall provide a thirty day, written notice to the Project Officer for vacation and Continuing Medical Education time off so that accommodations can be made. In the event of an unplanned absence, Contractor shall staff the Clinic with a practitioner of equal or greater qualifications of the staff member who is on leave within 2 hours of the time the Contractor is given notice of the leave. The Contractor shall notify the County Project Officer and follow the listed chain of communication in the event that the County Project Officer is unable to be reached:

<table>
<thead>
<tr>
<th>County Project Officer</th>
<th>Katie Sweeney</th>
<th>Office: 703 228 1832</th>
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<tbody>
<tr>
<td></td>
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<td>Cell: 410 980 0678</td>
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<td>Email:</td>
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<td></td>
<td><a href="mailto:ksweeney@arlingtonva.us">ksweeney@arlingtonva.us</a></td>
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<tr>
<th>HealthSmart Coordinator</th>
<th>Leigh Ann Slonka</th>
<th>Office: 703 228 1827</th>
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<td><a href="mailto:laslonka@arlingtonva.us">laslonka@arlingtonva.us</a></td>
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<tr>
<th>Benefits Manager</th>
<th>Amy Rozier</th>
<th>Office: 703 228 3489</th>
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<td>Email:</td>
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<td></td>
<td><a href="mailto:srozier@arlingtonva.us">srozier@arlingtonva.us</a></td>
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O. Clinic Administration

1. Contractor shall operate Clinic for 24 hours per week, for at least 2 days a week, between the hours of 0600 and 1830. Specific hours and days of operation shall be agreed to in
writing by the Contractor and the Project Officer. Clinic operations may be expanded to 40 hours per week by amending the Agreement to add additional services, in accordance with sections 9 and 43 of this Agreement.

2. Contractor shall provide health care services listed in the Scope of Services either at the Clinic Space ("onsite") or at other County sites or County Buildings located within the County ("offsite"). Off-site Clinic hours and locations shall be agreed to in writing by the Contractor and the Project Officer.

3. Contractor shall maintain day-to-day operations of the Clinic including appointment scheduling, answering phones, appropriate paperwork, provision of medical/biohazard waste removal and maintaining qualified personnel.

4. Contractor shall maintain and operate the Clinic in a manner that complies with local, state and federal laws.

5. Contractor shall maintain all appropriate licensing related to Clinic and laboratory operations.

6. Contractor shall maintain an eClinicalWorks, Electronic Medical Record system for the Clinic that complies with all applicable state and federal laws, including but not limited to HIPAA.

7. Contractor shall provide an online prescription management system that can send scripts electronically to retail pharmacies or Kaiser facility pharmacies if Kaiser allows.

8. Completion of any forms, records, or reports necessary under local, state or federal laws.

9. Clinic staff must be employees of the vendor and not subcontractors.

10. Contractor shall contract with a licensed medical waste disposal company for pickup and disposal of the Clinic’s medical waste. Upon the County’s request, the Contractor shall provide the County with a copy of the Contract for medical waste removal. Medical waste removal shall be performed during times when the Building is open to the public at large. Prior to pickup and disposal, all infectious, biohazardous and other medical waste shall be stored by Contractor in secure disposal containers designed for such use, and only in such locations as designated or approved in writing by the County Project Officer. Contractor agrees to be solely responsible for the disposal of any such medical waste created by the Clinic.

P. Use of Clinic Space

1. The County shall provide the Contractor with the Clinic Space. By entering into this Agreement, the Contractor agrees, after a full and complete inspection thereof, that the Clinic Space is suitable for the Contractor’s needs and for the fulfillment of Contractor’s obligations under this Agreement. Contractor understands and agrees that it will be using the Clinic Space without any County representation or warranty, express or implied in fact or by law, and without recourse against the County as to the layout, condition or usability of the Clinic Space.
2. Contractor shall have access to the Clinic Space only during regular business hours, unless otherwise instructed by the Project Officer. If the Project Officer gives the Contractor access to the Clinic Space after business hours, a County employee shall be present to unlock the Building and/or the Clinic Space for Contractor's access. In no event shall Contractor be given a key to access the Building or Clinic Space during non-business hours.

3. Contractor shall operate the Clinic Space only for the operation of a health Clinic for County employees and other uses incidental thereto, such as Clinic recordkeeping, receptionist services, and marketing of Clinic services. Any proposed change in the use by the Contractor of the Clinic Space shall require the prior written approval of the County, which may be withheld at County's sole discretion.

4. Contractor shall not make any alterations, installations, changes, replacements, repairs, additions or improvements (collectively, "alterations") in or to the structural elements of the Clinic Space. Contractor shall not make any non-structural or cosmetic alterations to the Clinic Space without the prior written consent of the County, which consent may be granted or withheld in the County's sole and absolute discretion.

5. Contractor shall not install personal property, trade fixtures, machinery, equipment or other temporary installations in or upon the Clinic Space if such installation requires, involves, or includes alterations to the walls, ceiling or floor of the Clinic Space without the prior written consent of the County, which consent may be granted or withheld in the County's sole and absolute discretion. Alterations to the walls, ceiling and floor includes but is not limited to drilling, nailing, bolting, or otherwise fastening equipment in a fashion that would require puncturing the walls, ceiling or floor. All such installed personal property, trade fixtures, machinery, equipment or other temporary installation in the Clinic Space shall not be removed from the Clinic Space without the County's prior written consent. Contractor shall bear all the costs of removal, and shall, at Contractor's expense, repair all damage to the Clinic Space caused by such removal.

6. County shall provide the Clinic Space with electricity, water and sewage, heating and air conditioning, and reasonable custodial services. Reasonable custodial services shall not include the removal, disposal or clean up of any biohazard waste or medical waste, which remains the sole responsibility of the Contractor.

7. Contractor shall not use the Clinic Space in any manner that would cause the County to be in violation of the Lease.

Q. Clinic Equipment

1. Prior to purchasing any equipment for the Clinic, Contractor shall submit a list of the equipment it proposes to purchase for the Clinic to the County Project Officer for written approval. The County Project Officer shall provide the Contractor with an answer in writing within five (5) business days of receiving the list.
2. All equipment and supplies purchased for the Clinic as part of this Agreement and "Start Up Costs" (referenced in Exhibit D) shall, at all times, be the sole property of Arlington County.

3. The County shall provide the Contractor with the use of the following equipment, which shall remain the property of the County:
   a) 1 Exam table
   b) 1 full sized refrigerator under temperature surveillance
   c) 1 small sized refrigerator
   d) 1 oxygen cart without the oxygen tank
   e) A reception desk
   f) Reception chairs
   g) Reception desk chair
   h) Two telephones

4. The Contractor shall provide property insurance coverage on all Clinic equipment for the duration of this Agreement.

5. The Contractor agrees to use the Clinic equipment with due care and in a proper manner, following all safety rules and accompanying instructions with respect to the operation of the Clinic equipment.

6. CRA will install a DSL connection to the Clinic. CRA will provide Clinic employees with CRA corporate email access.

R. HIPAA Statement and Quality Assurance

1. Contractor complies with the Privacy Act of 1974 and the Health Insurance Portability and Accountability (HIPAA) 1996 to protect sensitive information from being accessed inappropriately. Contractor has policies in place to monitor and restrict user access to sensitive data. Violators are subject to administrative action and possible criminal prosecution for misuse. Monitoring restricted records ensures the confidentiality of the sensitive information as well as demonstrating our due diligence.

2. To ensure protection of private patient data, Contractor shall host and operate eClinicalWorks. eClinicalWorks is a Certification Commission for Healthcare Information Technology (CCHIT) certified solution that has been designed for full compliance with HIPAA.

3. Contractor programs shall be managed with consistent attention to quality through program-specific Performance Improvement Programs. All services are surveyed by the relevant professional accreditation organizations as a means of demonstrating the high quality of care. Typical program oversight shall include 100% accreditation rate for the following:
   a) Joint Commission on Accreditation of Healthcare Organizations (JCAHO). The application for Joint Commission program accreditation will be jointly decided between the County and the Contractor.

S. Marketing Plan
1. Contractor shall develop a proposal for a three-phase marketing campaign designed to facilitate communication of the benefits of the medical services that Clinic provides, and to encourage engagement with County employees. The County staff and the Contractor shall collaborate to develop the final design of the marketing program using County resources for implementation.

2. Phase I of the campaign shall create awareness of the new Clinic and its services as part of Contract start-up activities; Phase II shall stimulate engagement and delineate the benefits of the Clinic services and provide a variety of convenient engagement gateways prior to and following Clinic opening. Phase III shall promote services through marketing activities and outreach programs throughout the life of the contract, building and sustaining participation in the Clinic services. Materials for the marketing campaign may include but is not limited to content for:
   a) Employer-to-employee communications
   b) Announcements
   c) Letters
   d) E-mails
   e) Workplace posters and table tents
   f) Newsletters
   g) Direct mail
   h) Workplace information sessions

3. The Contractor shall coordinate with County staff to plan a ribbon cutting and open house.

4. The Contractor shall work with the County to coordinate Phase II strategies with the County’s Open Enrollment period.

5. The Contractor shall display and distribute all promotional brochures explaining the benefits of the Clinic plan and describing various optional wellness programs.

6. The Contractor shall, at the Project Officer’s request, create Clinic information booths and/or table displays for inclusion at County sponsored wellness events for employees which may include Clinic/wellness-themed specialty items such as refrigerator magnets, bumper stickers and decals for windshields, lunchboxes and water bottles for sale at nominal cost. The Contractor may produce these items for distribution by County/Clinic employees, or provide personnel to staff on-site tables or booths.

7. The Contractor will encourage and promote the completion of the County’s Health Risk Assessment.

T. Performance Guarantees and ROI

1. Performance Guarantee and ROI reports shall be provided quarterly by one of two methods: eCW and/or Excel workbooks.

2. Refer to Exhibit B for Year 1 Performance Guarantees

3. Performance Guarantees that will be considered in Year 2 include:
   a) Access to care;
b) Clinic waiting times;
c) Reduction in specialist visits;
d) Reduction in emergency room visits;
e) Patient Satisfaction;
f) Compliance with formulary and percentage of generic medications;
g) HRA participation rates;
h) Preventive measures, such as:
i) Percentage of women 24-64 years of age who received one or more Pap tests during the measurement year
j) Percentage of pregnant women beginning prenatal care in the first trimester;
k) Health outcomes, such as
l) Percentage of diabetic patients whose HbA1c levels are less than or equal to 9 percent
m) Percentage of adult patients with diagnosed hypertension whose most recent blood pressure was less than 140/90
n) Percentage of births less than 2,500 grams to Clinic patients.

4. ROI calculations shall include:
   a) Cost of services at onsite Clinic versus “reasonable and customary” fees charged by local providers for same services
   b) Referral rates and generic prescribing rates for onsite providers versus other community providers
   c) Healthcare costs per employee for users versus non-users
   d) Improved productivity from reduced absentee time
   e) Reduction in expected rate of medical cost expenses and in comparison to industry averages
   f) Estimated savings in healthcare costs because of a healthier work force

U. Reporting

1. The Contractor shall provide the County Project Officer all requested reports on time and verify the accuracy of reports before submittal. Monthly, by the 15th of the following month, Contractor will provide reports on clinical operations, productivity and referrals. Quarterly, on the 15th of the first month of the following quarter, Contractor will provide reports on clinical operations, medical cost savings and ROI, and productivity and referral. Reports shall be provided by one of two methods: eCW and/or Excel workbooks. In addition, the County’s Project Officer shall have the ability to generate de-identified aggregate reports directly from eClinical Works at no additional charge.

2. The Contractor shall provide monthly reports that include:
a) Appointment access;
b) Clinic waiting times;
c) Facility utilization - level of enrollment participation among eligible users;

3. The Contractor shall provide quarterly reports that include:
a) Patient satisfaction - level of patient acceptance as measured by ongoing patient satisfaction surveys;
b) Health status benchmarking - success in satisfying the NCQA's Healthcare Effectiveness Data and Information Set (HEDIS) Clinical and cost indicators for care for users versus non-users such as:
c) Percentage of female patients between 40 and 69 years of age who have had a mammogram during the past two years, or
d) Percentage of patients whose blood pressure is under control as evidenced by readings of less than 140 mm Hg systolic and 90 mm Hg diastolic.
e) Clinic utilization trends
f) Number and frequency of random reviews of patient charts on which the nurse practitioner has entered a prescription for an approved drug or device as outlined in Section K.1.0 in the Scope of Work
g) Onsite health coaching

4. The Contractor shall customize the Electronic Health Record (EHR) and Practice Management software, eClinicalWorks (eCW) to reflect the information requested by the County Project Officer. The Contractor shall provide reports in one of the following formats: Standard or ad hoc/Customized Reports, Graphical Representations, and Information Dashboards. Reports will be generated in Word or Excel format as appropriate and shall include:

a) Clinic Workload Report - A monthly, quarterly and yearly summary of all Clinic activities and departments
b) Referral Report - A monthly summary of all patients referred for offsite care by date and reason for referral
c) Formulary Utilization Report - A monthly detail by provider of formulary prescriptions versus non-formulary prescriptions
d) Weekly Operations Report - An internal report to Contractor corporate leadership indicating accomplishments, problems, recruiting needs and any other need for support from Contractor corporate office
e) Enrollment Report - A running monthly total of number of patients enrolled to use the facility, with monthly additions and deletions
f) Wellness & Health Promotion Report - A summary of health promotion activities completed during the month as well as those planned for the next month
g) Patient Satisfaction Report
h) Executive Dashboard
i) Wellness Dashboard - by health risk factor
j) Disease Management - by chronic condition
k) Health Risk Assessment reports - summary of risk by population
l) Statistics on member participation including: utilization of services, demographics, number of enrollees/users and number of patients seen by providers.

V. eClinical Works (Electronic Medical Record System)

1. CRA will install a business class DSL connection to access eClinical Works. A wireless router/firewall will be installed to give the laptops a secure connection to this DSL circuit. This router shall be installed in a secure place within the Clinic area. The connected workstations will have Internet explorer 8.0 installed and be configured with the eClinicalWorks application for connection by the Contractor. This application will use an encrypted HTTPS and XML connection to the eClinicalWorks servers, and each workstation will also have PGP encryption installed on the machines.

2. The Contractor shall implement the eClinicalWorks product suite. This electronic medical record (EMR) and practice management information system (PMIS) shall serve as the operations repository for all Clinical and administrative data associated with the Health Clinic.

3. The County will provide a bi-weekly ftp enrollment file to CRA

4. eClinicalWorks shall offer the following capabilities:
   a) Modern Software Architecture - fully scalable to meet program growth.
b) Wireless Technology
c) Hand Held Devices
d) XML Technologies
e) Reporting

5. Front Office Package shall include:
   a) Appointment Scheduling
b) Telephone Triage
c) Referral Management
d) Office Messaging and Workflow
e) Patient Management
f) Demographics
g) Insurance
h) Document Generation
i) Letters creation and Microsoft Word Mail Merge
j) Document Scanning and Archiving
k) Integrated Scan, Digital Image, Digital Audio file interface

6. eClinical Works (Mid Office) shall include:
   a) Electronic Medical Records (S.O.A.P.)
b) Prescription Management
c) Protocol Alerts
d) Immunization and Reminders
e) Lab and Diagnostics Imaging Reminders
f) Online Physician Order Entry
g) Prescriptions, Labs, Diagnostic Imaging
h) Growth and clinical analysis charts
i) E&M Coding Advisor
j) Hand-Held Charting for PDA
k) Clinical Analysis Reports
l) Super Bill, Reports

7. Billing Package (Back Office) shall include:
   a) Charge Capture (ICD and CPT)
b) Claims Management
c) Receivables Management
d) Patient Statements
e) Clearing House connectivity
f) Financial Analysis Reports

8. Document Management Package shall include:
   a) Scan and archival of documents
b) Lab Reports
c) Consult Notes
d) Referrals
e) All Patient Documents
f) HIPAA letters, etc.
g) eClinicalWorks Patient Portal

9. Through eClinicalWorks, the Contractor shall collect detailed data as described in Section T about the utilization of the Clinic.

10. The Patient Portal shall give patients 24 x 7 access to their medical information. The Patient Portal shall allow but not limit patients to: view prescription information, lab results, diagnostic results and appointment information in a timely manner. Patients can also schedule Clinic visits, request
prescription refills, send and receive messages to and from the Clinic practitioner(s), complete health assessments.

W. Information Systems

1. The Clinic information system shall be a secured private wireless LAN housed within the Clinic that allows only authorized users to access. A dedicated wireless router/firewall shall be used to provide access to the internet for authorized users. This access shall be used for the secured encrypted VPN connection to eClinical Works medical record system.

2. The Contractor’s IS Department shall have in place a disaster recovery system and procedures to prevent loss of data. Virus protection shall be automatically updated daily and downloaded to all client PCs automatically. All data shall be backed up daily and stored off-site in a secure location. Each laptop will be backed up daily for all information not stored on eClinical Works. The Contractor’s training, policies, and imbedded security safeguards shall ensure that all corporate and contract personnel adhere to security and confidentiality requirements.

X. Network System and Security Practices

1. All desktops shall run Windows 7 with passwords required for access, PGP encryption, and MacAfee protection software. The eClinicalWorks software shall use a HTTPS encrypted connection and support industry standards including HL7, and shall be compliant with HITSP, HIPAA, and HITEC standards.

2. The contractor shall develop a customized information security policy designed to comply with all County and security regulations. For the Arlington Clinic, the Contractor Chief Information Officer, shall create policies and procedures to ensure all patient information is safeguarded. The policies and standards shall ensure that operations stay compliant with security rules and regulations in regards to personal identifiable and medical information. These shall include: physical safeguards, administrative safeguards, security services and mechanisms to ensure the safety of the facilities equipment, people, and for the routine receipt, manipulation, storage, dissemination, transmission and disposal of records containing health and personal identifiable information.

3. All employees using and accessing the system and records shall be fully and properly trained in all HIPAA and information security practices by the Contractor. Along with security routines and policies Contractor employees shall complete security training during their orientations and annually thereafter or whenever required. Additionally, all employees shall sign a Statement of Commitment and Understanding agreeing to safeguard all personal information and comply with all policies in regards to personal or company information access and management.

4. In the Clinic setting all computers shall be password locked by staff. In areas that monitor screens are visible to visitors and patients monitor privacy screens shall be used to safeguard all patient information. No medical records or patient sensitive information shall be left in view of unauthorized personnel or in an unlocked room. Medical release of information forms shall be
signed when seeking third party documentation and no protected information shall be provided to anyone other than the patient or his or her legal designee. Access control logs shall be available and utilized for areas such as the IT and medication rooms; shredders shall be utilized that meet OSHA Standards; photo identification badges shall be mandated; and, alarm systems shall be evaluated to ensure proper monitoring and testing is performed regularly. The Contractor shall comply with the Privacy Act of 1974 and the Health Insurance Portability and Accountability (HIPAA) 1996 to protect sensitive information from being accessed inappropriately.

Y. Continuity of Operations

1. In the event of severe weather conditions or other emergencies, the Contractor shall work directly with Arlington County’s Project Officer to determine whether the Clinic will be closed for the day. In the event of such an emergency, Contractor shall attempt to contact each scheduled patient and reschedule the patient within seven days of the closure, or sooner if medically necessary.

2. The Contractor shall have a contingency plan for computer equipment downtime or in the event of utilities failure, loss of operations or space. A copy of the plan shall be provided to the County’s Project Officer upon request. The contingency plan shall define the processes that will be utilized to ensure continuity of patient care and the integrity of the patient’s medical record during periods of loss of operations or computer functions. Contractor’s Chief Information Officer shall serve as the liaison between Contractor and Arlington County to resolve technical ADP issues and provide onsite training for technical updates.

3. In the event that all systems are down, manual documentation shall be maintained and required entries shall be made into the system within forty-eight (48) hours of the system becoming operational. The Contractor shall provide the necessary training to the Clinic personnel on the procedures to follow during computer downtime to ensure the continuity of care provided to the patient.

4. The Contractor shall have an established policy and procedure for Medical Equipment Management to help minimize equipment downtime. This policy shall clearly define the responsibilities and procedures to follow in maintaining medical equipment, and what steps to follow in the event of medical equipment failure. Equipment shall be monitored on a regular basis, at least annually and included on the Medical Equipment Flow Sheet. The date of inspection, results of inspection (which would include any equipment failures) and inspector’s initials shall be documented in a binder maintained at the Clinic.

5. All users of the equipment shall be notified by the CIO of any recalls or equipment failures. The CIO shall also notify the VP of Quality Management and the Arlington County Project Officer and fill out an incident report if necessary. The VP of Quality Management shall maintain documentation of all equipment failures, user errors, or recurrent problems that may affect
patient or healthcare provider’s safety and/or quality of care to a patient.

2. Optional Services

1. Through later amendment(s) to this Agreement, the County may:
   a. Before June 30, 2013 the County may increase the Clinic hours from 24 to 40 hours per week
   b. Add predictive modeling through a software package enhancement
   c. Third Party Collections and Reporting - A weekly tally of any reimbursement received by the Clinic from Third Party payers
AGREEMENT NO. 501-12

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into upon execution of this contract, by and among the County Board of Arlington County, Virginia (herein "Covered Entity") and CRA Associates, Inc. (herein "Business Associate") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) ("HIPAA"), 42 U.S.C. Section 1320d, et. seq., the Health Information Technology for Economic and Clinical Health Act (P.L. 111-505) ("HITECH ACT") and any regulations promulgated thereunder, as amended from time to time. Further, this Agreement is entered into to protect the confidentiality and integrity of Protected Health Information (PHI) required by law, policy, professional ethics, and accreditation requirements. Parties to this Agreement shall fully comply with the provisions of the regulations implementing HIPAA.

RECITALS

WHEREAS the parties must comply with provisions of HIPAA, the Privacy Rule and Security Rule requirements and applicable provisions of the "HITECH standards" (defined below);

WHEREAS the parties agree and understand that the Covered Entity must receive satisfactory written assurance from the Business Associate that the Business Associate will safeguard all Protected Health Information, as defined by HIPAA;

WHEREAS the parties intend to protect the privacy and provide for the security of PHI disclosed to the BA pursuant to its contract with the Covered Entity in compliance with HIPAA and the HITECH Act and the regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws;

WHEREAS the Business Associate agrees to take all reasonable and accepted efforts to ensure that PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals (e.g. encrypted, destroyed) whenever appropriate;

WHEREAS the Business Associate hereby provides such assurances;

In consideration of mutual promises and covenants below, the parties intending to be legally bound, agree as follows:

1. DEFINITIONS.

As used in this Agreement, the terms below will have the following meanings intended to be consistent with HIPAA and the HITECH Act:

1.1 Agreement. "Agreement" shall mean this Business Associate Agreement.
1.2 Affected Individuals.
"Affected individuals" shall mean person who were affected by a Breach, as defined below, or whose unsecured protected health information has been, or is reasonably believed to have been, breached.

1.3 Breach.
"Breach" shall mean the unauthorized acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule which compromises the security or privacy of such information except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. And any other such exceptions to this definition as set forth at 42 USC 17921 section 13400 (1) and any guidance related thereto.

1.4 Business Associate.
"Business Associate" shall mean CRAssociates, Inc.

1.5 Covered Entity.
"Covered Entity" shall mean the County Board of Arlington County, Virginia.

1.6 Designated Record Set.
"Designated Record Set" shall mean a group of records maintained by or for a covered entity that is:

(a) The medical records and billing records about individuals maintained by or for a covered health care provider;

(b) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(c) Used, in whole or in part, by or for the covered entity to make decisions about individuals

1.7 Discovered.
"Discovered" shall mean the first day the Breach is known or reasonably should have been known by the Business Associate, including any person, other than the person committing the breach, that is an employee, officer or other agent of the Business Associate
1.8 HITECH Standards.
"HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and any regulations promulgated thereunder.

1.9 Individual.
"Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g)(1). This term includes "Covered Individual" and "Covered Person/s as used herein."

1.10 Plan.
"Plan" shall have the same meaning as set forth in HIPAA and HITECH Act.

1.11 Privacy Rule.
"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.12 Protected Health Information.
"Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103. PHI is limited to information created or received by Business Associate from or on behalf of Covered Entity. PHI means individually identifiable information created or received by a health care provider, health plan, employer or health care clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. PHI includes protected information provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

1.13 Required by Law.
"Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.

1.14 Secretary.
"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
1.15 **Summary Health Information.**

"Summary Health Information" shall mean information, which may be
Business Associate information, (1) that summarizes the claims history,
clauses, or types of claims and (2) from which the identifiers
specified in 45 C.F.R. §164.514(b)(2)(i) have been deleted (except that
the zip code information described in 45 C.F.R. §164.514(b)(2)(i)(B)
may be aggregated to the level of a five (5) digit zip code).

1.16 **Underlying Agreement.**

"Underlying Agreement" refers to the County contract necessitating this
Business Associate Agreement.

1.17 **Unsecured Protected Health Information.**

"Unsecured Protected Health Information" or "Unsecured PHI" shall mean
Protected Health Information (PHI) that is not rendered unusable,
unreadable, or indecipherable to unauthorized individuals through the
use of technology or a methodology specified by the Secretary in
guidance.

2. **STATEMENT OF AGREEMENT.**

2.1 **HIPAA Compliance and Agents.**

Business Associate hereby agrees to fully comply with the "Business
Associate" requirements under HIPAA, throughout the term of this
Agreement. Further, Business Associate agrees that to the extent it
has access to PHI, Business Associate will fully comply with the
requirements of HIPAA and this Agreement with respect to such PHI; and,
further, that every agent, sub-Business Associate, employee,
subsidiary, and affiliate of Business Associate to whom it provides PHI
received from, or created or received by Business Associate on behalf
of, Covered Entity will be required to fully comply with HIPAA, and
will be bound by written agreement to the same or substantially similar
restrictions and terms and conditions as set forth in this Agreement.
Covered Entity shall have the option to review and approve all such
written agreements between Business Associate and its agents and sub-
Business Associates prior to their effectiveness.

2.2 **Uses and Disclosures of PHI.**

Business Associate shall not use PHI otherwise than as expressly
permitted by this Agreement, or as required by law. However, Business
Associate may use PHI for purposes of managing its internal business
processes relating to its functions under this Agreement. Business
Associate shall not disclose PHI to any member of its workforce except
to those persons who have authorized access to the information, who
have received privacy training in PHI, and who have signed an agreement
to hold the information in confidence.

2.3 **Required or Permitted Uses & Disclosures.**

Business Associate agrees that it is permitted to use or disclose PHI
only: (a) upon obtaining the authorization of the patient to whom such
information pertains in accordance with 45 C.F.R. §164.502(a)(1)(iv)
and §164.508, (b) upon obtaining the consent of a patient to whom such
information pertains, if the use or disclosure is for purposes of
treatment, payment, or health care operations, in accordance with 45
C.F.R. §164.502(a)(1)(ii) and §164.506, or (c) without an authorization
or consent, if in accordance with 45 C.F.R. §164.506, §164.510,
2.3.1 Disclosure Tracking.

Business Associate will record each disclosure and Breach of Covered Persons’ Protected Health Information, which is not exempt from disclosure accounting that Business Associate makes to the Plan or to a third party.

The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the Protected Health Information disclosed, and (d) a brief statement of the purpose of the disclosure.

For repetitive disclosures of Covered Persons’ Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including the Plan), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

2.3.2 Exceptions from Disclosure Tracking.

Business Associate is not required to record disclosure information or otherwise account for disclosures of PHI that this Agreement or the Plan in writing permits or requires: (i) for the purpose of the Business Associate’s payment activities or health care operations, (ii) to the individual who is the subject of the PHI disclosed, or to that individual’s personal representative; (iii) to persons involved in that individual’s health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; and (x) for disclosures prior to April 14, 2003.

2.3.3 Disclosure Tracking Time Periods.

Business Associate will have available the disclosure Information required for the six (6) years immediately preceding the date of the Covered Entity’s request for the Disclosure Information.

2.3.4 Use and Disclosure; Rights.

Business Associate acknowledges that this Agreement does not in any manner grant Business Associate any greater rights than Covered Entity enjoys, nor shall it be deemed to permit or authorize Business Associate to use or further disclose PHI in a manner that would otherwise violate the requirements of HIPAA if done by Covered Entity.

2.4 Accounting for Disclosures.

Accounting of Disclosures. Business Associate shall maintain an ongoing log of the details relating to any disclosures of PHI it makes (including, but not limited to, the date made, the name of the person
or organization receiving the PHI, the recipient’s address, if known, a
description of the PHI disclosed, and the reason for the disclosure).
Business Associate shall, within thirty (30) days of Covered Entity’s
request, make such log available to Covered Entity, as needed for
Covered Entity to provide a proper accounting of disclosures to its
patients.

Disclosure to U.S. Department of Health and Human Services (DHHS).
Business Associate shall make its internal practices, books, and
records relating to the use and disclosure of PHI received from Covered
Entity (or created or received by Business Associate on behalf of
Covered Entity) available to the Secretary of DHHS or its designee for
purposes of determining Covered Entity’s compliance with HIPAA and with
the Privacy Regulations issued pursuant thereto. Business Associate
shall provide Covered Entity with copies of any information it has made
available to DHHS under this section of this Contract.

2.4.1. Report of Improper Use or Disclosure.
Business Associate shall report to Covered Entity within thirty (30)
days of discovery any information of which it becomes aware concerning
any use or disclosure of PHI that is not provided for by this
Agreement. See also section 2.8 herein.

2.5 Administrative Obligations.

2.5.1 Safeguards.
Business Associate agrees to develop implement and maintain appropriate
procedural, physical, and electronic safeguards to prevent the use,
disclosure or misuse of PHI otherwise than as provided by this
Agreement including but not limited to administrative, physical and
technical safeguards that reasonably and appropriately protect the
confidentiality and integrity and availability of the PHI, in
accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314 and
164.315. Business Associate agrees to comply with policies and
procedures and documentation requirement of the HIPAA Security Rule.
Business Associate agrees to notify Covered Entity of the location of
any PHI that is created by Covered Entity or created by Business Associate on
behalf of Covered Entity and held by or under the control of Business
Associate or those to whom Business Associate has disclosed such PHI.

2.5.2 Minimum Necessary.
Business Associate must limit any use, disclosure, or request for use
or disclosure to the minimum amount necessary to accomplish the
intended purpose of the use, disclosure, or request in accordance with
the requirements of HIPAA. Business Associate represents that all
uses, disclosures, and requests it will make shall be the minimum
necessary in accordance with HIPAA requirements. Covered Entity may,
pursuant to HIPAA, reasonably rely on any requested disclosure as the
minimum necessary for the stated purpose when the information is
requested by Business Associate. Business Associate acknowledges that
if Business Associate is also a covered entity, as defined by HIPAA,
Business Associate is required, independent of Business Associate’s
obligations under this Agreement, to comply with the HIPAA minimum
necessary requirements when making any request for PHI from Covered
Entity.
2.5.3. Designated Record Set.

Business Associate shall maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI. In accordance with an individual's right to access to their own PHI under HIPAA, Business Associate shall make available all PHI in that designated record set to the individual to whom that information pertains, or such individual's representative, all PHI in that designated record set, upon a request by such individual or such individual's representative.

2.5.4. Records: Covered Entity Access.

Business Associate shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate in the sole discretion of Covered Entity. Upon reasonable request Business Associate shall provide the Covered Entity with reasonable access to examine and copy such records and documents of Business Associate during normal business hours within 30 days of a request for such information. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any other administrative or judicial body with jurisdiction.

Accounting.

2.5.5 Access to Protected Information.

Business Associate shall make PHI maintained by the Business Associate or its agents or subcontractors in Designated Record Sets available to the Covered Entity for inspection and copying within ten (10) days of the request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including but not limited to, 45 C.F.R. §164.524. If Business Associate maintains an electronic health record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including but not limited to, 42 USC §17935(e).

2.5.6 Accounting of Disclosures.

Within twenty (20) days of a request by the Covered Entity or individual, Business Associate shall provide information to the Covered Entity to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including but not limited to, 45 C.F.R. §164.528, and the HITECH Act, including but not limited to 42 USC §17935(C), as determined by the Covered Entity. Business Associate agrees to implement a process that allows for such an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Additional time may be extended so long as the Covered Entity remains in compliance with and the time periods outlined at 45 C.F.R. 164.5280(1)(ii).
2.6 Workforce Provisions.

2.6.1 Confidentiality Agreement.

Business Associate must have a confidentiality agreement in place with individuals of its workforce who have access to PHI. Issuing and maintaining these confidentiality agreements will be the responsibility of the Business Associate. Covered Entity shall have the option to inspect the maintenance of said confidentiality agreements.

2.6.2 Employee Sanctions.

Business Associate shall implement and maintain sanctions for any employee, sub-Business Associate, or agent who violates the requirements in this Contract or the HIPAA privacy regulations. Business Associate shall, as requested by Covered Entity, take steps to mitigate any harmful effect of any such violation of this Contract.

2.7 Amendment of and Access to PHI; Notification.

Business Associate shall make an individual's PHI available to Covered Entity within thirty (30) days of an individual's request for such information as notified by Covered Entity.

Business Associate shall make available PHI for amendment and shall incorporate any amendments to PHI within thirty (30) days of notification by Covered Entity. Business Associate shall make reasonable efforts to notify persons, organizations, or other entities, including other business associates, known by Business Associate to have received the erroneous or incomplete information and who may have relied, or could foreseeably rely, on such information to the detriment of the individual patient. Business Associate must update this information when notified by Covered Entity.

Business Associate shall make available PHI or any other information required to provide, or assist in preparing, an accounting of disclosures in accordance with HIPAA. Right of Access.

2.8 Compliance with HITECH Standards.

2.8.1 Breach Notification to Covered Entity.

To ensure proper and timely notification by Covered Entity following a breach of unsecured protected health information, the Business Associate shall in writing provide initial Notice of any Breach following Discovery of the Breach. Such initial Notice to the Covered Entity must be given immediately or without delay, as applicable. Thereafter, no later than thirty (30) days after Discovery by the Business Associate, additional written Notice must be provided to Covered Entity, to the extent possible, to include the following information in the format and order provided below. If additional information becomes available later, it shall be promptly provided to the Covered Entity:

1. Total number of Affected Individuals per Breach;
2. A brief description of what happened, including the date of the breach, the date of the discovery of the breach and who impermissibly used or to whom the information was impermissibly disclosed.
3. A detailed description of the type of Unsecured PHI that was involved in the Breach (e.g. name, social security number, date of birth, health information etc.);
4. Any steps Affected Individuals should take to protect themselves from potential harm resulting from the Breach;
5. A description of the Business Associate's investigation into the Breach, efforts to mitigate of harm to affected individuals, and to protect against future breaches;
6. Contact procedure for follow-up, which must include a toll-free number, an email address and a website or postal address;
7. The identify of each Affected Individual whose unsecured protected health information has been, or is reasonably believed to have been, breached; and,
8. Any further information known to the Business Associate, which it determines in its discretion could assist the Covered Entity to comply with the HITECH Standards.

2.8.2 Other HITECH Standards.
The Business Associate shall also comply with the following HITECH Standards, including, but not limited to:

1. compliance with the requirements regarding minimum necessary under HITECH §13405(b);
2. requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full confident with HITECH §13405(d)
3. the prohibition of sale of PHI unless an exception under HITECH §13405(d) applies;
4. the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. §164.501 unless permitted by this Agreement and Section 13406 of HITECH;
5. the requirements relating to the provision of access to certain information in electronic access under HITECH §13405(e);
6. compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§164.308 (Administrative Safeguards), 164.310 (Physical Safeguards); 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and,
7. the requirements regarding accounting of certain disclosures of PHI maintain in an Electronic Health Records under HITECH §13405(c).
8. If an impermissible disclosure of PHI has occurred and is not subject to the notification requirements at section 2.8.1 above, Business Associate shall promptly notify Covered Entity of the disclosure and if the Business Associate determines that a disclosure is not a Breach under HITECH Standards, the Business Associate shall provide a brief explanation as to why the disclosure does not "pose significant risk of financial, reputational or other harm to the individual/s" as
provided in the Interim Final Rule at 45 C.F.R. Parts 160 and 164.

2.9 Termination Rights.

This Agreement authorizes Covered Entity to terminate the Agreement, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the Agreement required by HIPAA, the HITECH Act or the regulations promulgated there under. This Agreement shall remain in effect throughout the Contract Term and any Subsequent Contract Term of the Underlying Agreement unless terminated for cause by Covered Entity with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement before the effective date of termination.

Within thirty (30) days of expiration or earlier termination of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such PHI. Business Associate shall provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Contract shall survive with respect to such PHI.

2.10 Breach or Violation: Knowledge.

If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall take any steps reasonably necessary to cure such breach or end such violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to §12, or (b) if termination is not feasible, report the breach or violation to DHHS. If Business Associate as a covered entity, defined by HIPAA, violates the terms and conditions of this Agreement in its capacity as a business associate of another covered entity, Business Associate will be in noncompliance with the standards, implementation specifications, and requirements of HIPAA.

2.11 Breach or Violation: Knowledge.

In compliance with 42 USC 17934 (b), if the Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Entity shall take any steps reasonably necessary to cure the breach or end the violation. If the steps are unsuccessful, Business Associate must terminate the Contract or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered
Entity's obligations under the Contract within five (5) days of discovery and shall meet with the Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3 MISCELLANEOUS.

3.1 Regulatory References.
A reference in this Business Associate Agreement to a section in the Privacy Rule, Security Rule, HIPAA or the HITECH Act means the section as in effect or as amended.

3.2 Amendment.
The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, HIPAA and the HITECH Act. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of Virginia relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to the Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

3.3 Survival.
The respective rights and obligations of Business Associate under Section 2 of this Agreement shall survive the termination of this Agreement.

3.4 Interpretation.
This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule and to ensure compliance by the Covered Entity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the above.

3.5 Data Ownership.
Business Associate acknowledges that business Associate has no ownership rights with respect to PHI.

3.6 Party Notices.
All notices and other communications under this Agreement to any Party shall be in writing and the following contact information shall be used:

For Business Associate

For Covered Entity
3.7 Severability; Governing Law.

With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

3.9 Further Assurances.

Each Party shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

3.10 Entire Agreement.

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

3.10 Conforming Amendment.

This Agreement incorporates by reference the provisions of HIPAA, the Privacy Rule, Security Rule and the applicable provisions of HITECH, all regulations promulgated thereunder and other applicable laws relating to the security and confidentiality of PHI. To the extent that the law/s or governing regulations are amended thereto, those
amendments are incorporated herein as if set forth in full text. The parties thereafter shall negotiate an amendment to this Agreement.

3.11 Disclaimer.
Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HITECH Act or regulations promulgated thereunder will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding safeguarding of PHI.

3.12 Indemnification, Defense and Save Harmless.
The indemnification provision in the Underlying Agreement applies to the breach, negligent or otherwise, of the terms of this Agreement, HIPAA or the HITECH Act and any regulations promulgated thereunder. Any limitation of liability provision contained in the Underlying Agreement does not apply to this Business Associate Agreement.

IN WITNESS thereof this Business Associate Agreement acknowledged and agreed to by:

Mary Foster
For the Covered Entity
Arlington County Privacy Officer

Mary Foster
County Department Privacy Representative

Michael D. Starr
For the Business Associate
Authorized Representative

[Signatures and Dates]

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Agreement 501-12
-55-
AGREEMENT NO. 501-12—
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT - CONTRACTOR

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

Contractor agree that it will maintain the security of the information and it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its performance of the Work for Contract No. 501-12. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to Contract No. 501-12. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person, for any purpose, of any confidential or proprietary information not related to the Work obtained directly, or indirectly, as a result of the performance of Work under Contract No. 501-12.

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

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

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

Contractor agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor.

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

At the conclusion of the term of Contract No. 501-12, Contractor agrees to return all non-Contractor information to the County Project Officer.

This Agreement remains in full force and effect throughout the Contractor’s Work on Contract No. 501-12 and shall survive termination of Contract No. 501-12.

Signed: [Signature]

Date: 12/21/11

Attest: Mary Ann C. Dela Rosa

Date: 12/21/11
A. Pricing: The pricing herein is based on operation of the Clinic for 24 hours per week.

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headcount-Employees</td>
<td>3,700</td>
<td>3,700</td>
<td>3,700</td>
</tr>
<tr>
<td>Projected Employee Visits</td>
<td>872</td>
<td>1,840</td>
<td>2,103</td>
</tr>
</tbody>
</table>

**OPERATING EXPENSES**  
Staff Rates (for 24 hour/week operation, list type of staff (i.e. RN, MA, admin) and use separate lines if quoting multiple types of staff.)

<table>
<thead>
<tr>
<th>Primary Staffing Hours p/yr:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Director</td>
<td>28</td>
<td>48</td>
<td>48</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>728</td>
<td>1,248</td>
<td>1,248</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>728</td>
<td>1,248</td>
<td>1,248</td>
</tr>
<tr>
<td>Totals</td>
<td>1,484</td>
<td>2,544</td>
<td>2,544</td>
</tr>
</tbody>
</table>

**DIRECT LABOR:**  
Hourly Rate

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Director</td>
<td>$103.13</td>
<td>$2,888</td>
<td>$5,099</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>$50.00</td>
<td>$36,400</td>
<td>$54,272</td>
</tr>
<tr>
<td>Medical Assistants</td>
<td>$18.00</td>
<td>$13,104</td>
<td>$23,138</td>
</tr>
<tr>
<td>Total Direct Labor</td>
<td>$52,392</td>
<td>$92,509</td>
<td>$95,284</td>
</tr>
<tr>
<td>Staff Fringe</td>
<td>25.00%</td>
<td>$13,098</td>
<td>$23,127</td>
</tr>
<tr>
<td>Total Labor &amp; Fringe</td>
<td>$65,490</td>
<td>$115,636</td>
<td>$119,105</td>
</tr>
</tbody>
</table>

**Fixed Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Practice Management System – eClinicalWorks</td>
<td>$4,813</td>
<td>$8,498</td>
<td>$8,752</td>
</tr>
<tr>
<td>License and Fees (N/A)</td>
<td>$1,458</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>Professional &amp; GL Insurance</td>
<td>$1,167</td>
<td>$3,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>Equipment Rent / Maint</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Item</td>
<td>Unit 1</td>
<td>Unit 2</td>
<td>Unit 3</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Equipment Calibration</td>
<td>$0</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Utilities (County Provided)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Building Maintenance (County Provided)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Professional Dues &amp; Subscriptions</td>
<td>$583</td>
<td>$1,030</td>
<td>$1,061</td>
</tr>
<tr>
<td>Custodial Services (County Provided)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Bio Waste Removal</td>
<td>$350</td>
<td>$600</td>
<td>$600</td>
</tr>
<tr>
<td>Telephone / Fax / Cellular/Cable (County Provided)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Controllable Expenses</strong></td>
<td><strong>$8,371</strong></td>
<td><strong>$16,128</strong></td>
<td><strong>$17,413</strong></td>
</tr>
</tbody>
</table>

**Variable Expenses**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit 1</th>
<th>Unit 2</th>
<th>Unit 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>$1.75</td>
<td>$1,525</td>
<td>$3,317</td>
</tr>
<tr>
<td>Medical Supplies</td>
<td>$3.43</td>
<td>$2,990</td>
<td>$6,500</td>
</tr>
<tr>
<td>Lab Supplies</td>
<td>$3.36</td>
<td>$2,929</td>
<td>$6,388</td>
</tr>
<tr>
<td>Flu Vaccine (optional)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Pharmacy (N/A)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Recruitment Advertising</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>CRA Employee Physicals</td>
<td>$1,200</td>
<td>$600</td>
<td>$600</td>
</tr>
<tr>
<td>Continuing Medical Education</td>
<td>$1,250</td>
<td>$1,250</td>
<td>$1,250</td>
</tr>
<tr>
<td>Employee Background Checks</td>
<td>$120</td>
<td>$60</td>
<td>$62</td>
</tr>
<tr>
<td>Uniform Allowance</td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>Credentialing (N/C)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Variable Expenses</strong></td>
<td><strong>$11,314</strong></td>
<td><strong>$19,395</strong></td>
<td><strong>$21,822</strong></td>
</tr>
<tr>
<td><strong>Total Operational Expense</strong></td>
<td><strong>$85,175</strong></td>
<td><strong>$151,159</strong></td>
<td><strong>$158,340</strong></td>
</tr>
</tbody>
</table>

**FIXED FEES**

- General and Administrative: $10,209, $25,000, $25,000
- Total Fixed Fees: $10,209, $25,000, $25,000
- Total Annual On Site Clinic Cost (Expenses + Fees): $98,884, $176,159, $183,340

**Projected Start-Up Costs**

- eClinicalWorks: $17,795, $0, $0
- Initial Set-Up: $3,500, $0, $0
- Medications: $225, $0, $0
- Lab Equipment: $12,000, $0, $0
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exam Room Equipment</td>
<td>$5,005</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Universal Clinic Equipment</td>
<td>$1,609</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>AED &amp; Scale</td>
<td>$2,278</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Medical Supplies</td>
<td>$1,895</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Lab Supplies - Includes lab analyzer supplies</td>
<td>$5,232</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Medical References</td>
<td>$637</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Start-Up Costs</strong></td>
<td>$50,176</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Annual Costs Including Implementation</strong></td>
<td>$145,560</td>
<td>$176,159</td>
<td>$183,340</td>
</tr>
</tbody>
</table>

* Variable expenses quoted herein are based on estimated clinic usage. The County shall be billed for items listed under variable expenses only for actual usage. Contractor understands and agrees that items provided under variable expenses shall be provided on a requirements basis, and County makes no promise or guarantee that the level of usage quoted herein will reflect the County’s actual usage.

B. Hourly Rates – The fully burdened hourly rates for year one.

<table>
<thead>
<tr>
<th>Position</th>
<th>Fully Burdened Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>FP Physician/Medical Director</td>
<td>$132.21</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>$62.15</td>
</tr>
<tr>
<td>Medical Assistants</td>
<td>$22.52</td>
</tr>
</tbody>
</table>

Hourly Rates – The fully burdened hourly rates beyond year one.

<table>
<thead>
<tr>
<th>Position</th>
<th>Fully Burdened Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>FP Physician/Medical Director</td>
<td>$132.21</td>
</tr>
<tr>
<td>Nurse Practitioner</td>
<td>$73.47</td>
</tr>
<tr>
<td>Registered Nurse</td>
<td>$47.41</td>
</tr>
<tr>
<td>Pharmacist</td>
<td>$75.22</td>
</tr>
<tr>
<td>Registered Dietician</td>
<td>$40.68</td>
</tr>
<tr>
<td>Medical Assistants</td>
<td>$26.53</td>
</tr>
<tr>
<td>Medical Clerk</td>
<td>$26.39</td>
</tr>
</tbody>
</table>
### C. Performance Guarantees – Year 1

<table>
<thead>
<tr>
<th>Guarantee Type</th>
<th>Description</th>
<th>Target</th>
<th>Fixed Fee at Risk</th>
<th>Penalty Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>Provide coverage for all expected absences.</td>
<td>100%</td>
<td>10%</td>
<td>No coverage: 2 times = zero payout 1 time = 50% payout 0 times = 100% payout</td>
</tr>
<tr>
<td></td>
<td>Provide coverage within two hours of notice of</td>
<td>98%</td>
<td>15%</td>
<td>No coverage within two hours: 2 times = zero payout 1 time = 50% payout 0 times = 100% payout</td>
</tr>
<tr>
<td></td>
<td>unexpected absences.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patient</td>
<td>Patient satisfaction levels at 95% or higher</td>
<td>100%</td>
<td>10%</td>
<td>Satisfaction rating of: &gt;= 95% = 100% payout 90% - 94% = 50% payout &lt;90% = Zero payout</td>
</tr>
<tr>
<td>satisfaction</td>
<td>based on quarterly surveys</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>reports received</td>
<td>Quarterly reports received by the 15th of the</td>
<td>100%</td>
<td>2%</td>
<td>If a minimum of 2 reports are late then the County will subtract 2% of the fixed fee</td>
</tr>
<tr>
<td>by the 15th of the first month following the</td>
<td>quarter. Based on the County’s fiscal year cycle.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>quarter. Based on the County’s fiscal year cycle.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly reports</td>
<td>Monthly reports received by the 15th of the</td>
<td>100%</td>
<td>3%</td>
<td>If a minimum of 2 reports are late then the County will subtract 2% of the fixed fee</td>
</tr>
<tr>
<td>received by the</td>
<td>following month.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15th of the</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>following month.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Savings</td>
<td>Compliance with formularies from Kaiser and</td>
<td>95%</td>
<td>5%</td>
<td>95% compliance = 100% payout Less than 95% compliance = Zero</td>
</tr>
<tr>
<td></td>
<td>CIGNA (when</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clinically appropriate)</td>
<td>payout</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create and track baseline for volume based cost avoidances</td>
<td>0%</td>
<td>Year 2 Penalty Structure TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Illustrate reduction in ER visits</td>
<td>0%</td>
<td>Year 2 Penalty Structure TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Create and track baseline for improvement in health outcomes for Clinic patients</td>
<td>0%</td>
<td>Year 2 Penalty Structure TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Health Assessment completion among employees</td>
<td>Increase by 5% (in FY11 completion rate was 17%)</td>
<td>5%</td>
<td>If increase by: 5% = 100% payout 2.5% = 50% payout &lt;2.5% = Zero payout</td>
<td></td>
</tr>
</tbody>
</table>

1. Total Fixed Fee at risk = 50%

2. Performance Guarantees for year two will include measurable improvements in health outcomes for Clinic patients, reduction in ER visits, improvement in preventative screening compliance, and an increase in disease management program enrollment and completion. After year one the Clinic will have a baseline for these measures and will create reasonable performance measures.

D. Payment Structure

1. Consideration - Estimated Cost And Fixed Fee

   a. It is estimated that the total cost to Arlington County for full performance of this contract will be $145,560, of which the sum of $135,351, represents the estimated reimbursable costs and $10,209, represents the fixed fee.

   b. It is estimated that the amount currently allotted will cover performance for year one.
2. **Invoice Submission**

   a. The following information is required for submission of a proper invoice:
      
      1. Contractor's name and invoice date.
      2. Signature of an authorized official certifying the invoice to be correct and proper for payment.
      3. Period of performance for which costs are claimed.
      4. Tax identification number.
      5. Contract number, Purchase Order Number or other authorization for delivery of property and/or services.
      6. Description, cost or price, and quantity of property and/or services actually delivered or rendered.

   b. The Contractor shall submit monthly, an original voucher complete with all required back-up documentation to Arlington County via email to:
      
      1. Katie Sweeney, Project Officer - ksweeney@arlingtonva.us
      2. Sandy Degray, Administrative Officer - sdegra@arlingtonva.us
      3. Patricia George, Assistant to the Director of Human Resources - pgeorge@arlingtonva.us

3. **Minimum Cost Information**

   a. The Contractor shall furnish the following minimum information in support of costs submitted:
      
      1. Direct Labor - include all persons, listing the person's name, title, number of hours worked, the total cost per person and a total amount for this category. Hourly Rates are Fixed in accordance with Exhibit D;
      2. Fringe Costs - show rate, base and total amount. The Fringe Benefit Rate is fixed at 25% of Direct Labor;
      3. Subcontractors - include, for each subcontractor, the same data as is being provided for the prime Contractor. A total amount for this category shall be provided;
      4. Fixed (Controllable) Expenses ($8,371) will be pro-rated by item and billed monthly in accordance with Pricing Schedule, Exhibit D;
      5. Variable Expenses - include a listing of all Variable Expenses incurred under the contract, i.e.; office supplies, medical supplies, lab supplies, recruitment advertising, CRA employee physicals, continuing medical education, employee background checks, uniform allowances and other supplies and services as may be necessary and allowable under the contract;
6. Fixed Fees – General and Administrative ($10,209) will be pro-rated and billed monthly; and
7. Projected Start-up Costs as listed in Exhibit D ($50,176) will be billed as Cost Reimbursable items. All charges will be itemized and identified separately as Start-up costs and shall include reference to approval by the County Project Officer in all cases.