



County of Fairfax, Virginia

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

Date of Award: 11/16/2022

ADAMS Compassionate Healthcare Network
4431 Brookfield Corporate Dr., Unit F
Fairfax, VA 20151

Attention: Dr. Sadia Aden

Reference: Contract Number 4400005131; Free Clinic Services

Acceptance Agreement

This acceptance agreement signifies a contract award for the provision of the Free Clinic Services for the Fairfax County Health Department. The period of the contract shall be from Date of Award through June 30, 2023, with no renewal options.

The contract award shall be in accordance with:

1. The Acceptance Agreement, and
2. Fairfax County Contract 4400005131.

This is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Provide your Insurance Certificate according to Special Provisions, Section 11, Contract Insurance Provisions, of the contract within ten (10) days after receipt of this letter.

All contract questions shall be directed to the Contract Specialist, Flor Morrobel via e-mail at Flor.Morrobel@fairfaxcounty.gov.

DocuSigned by:

Lee Ann Pender

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Lee Ann Pender, CPPB
Director/County Purchasing Agent

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

Version: January 31, 2022,

Contract Number 4400005131

THE PARTIES TO THIS CONTRACT, Fairfax County ("Fairfax County" or "the County") AND Adams Compassionate Healthcare Network ("Contractor"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the Contractor to provide Free Clinic services as listed in Attachment A.
2. PERIOD OF CONTRACT:
 - a. The period of this contract shall be from Date of award through June 30, 2023. This contract may be renewed for four one-year periods, as mutually agreed upon. The Contractor agrees that prices shall remain firm for one year.
3. COMPENSATION:
 - a. Fairfax County agrees to pay the Contractor not more than \$250,000 in Fiscal Year 2023 for services provided in Attachment A.
 - b. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.
 - c. Changes in cost for any subsequent contract years shall be requested and mutually agreed upon. The request for a change will include as a minimum (1) the cause for this adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). Increases are not guaranteed but will be granted at the discretion of the Purchasing Agent.
4. AUTHORITY:
 - a. The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities is of no effect, void, and does not bind the County.
 - b. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
5. DEFINITIONS: The term "contract" refers to this standard form contract and any exhibits. Unless otherwise defined in this contract, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.
6. INTERPRETATION OF CONTRACT:
 - a. Any questions pertaining to this contract shall be directed to:

Derek D. Solomon, Contract Specialist
Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: 703-324-3603
E-mail: Flor.Morrobelt@fairfaxcounty.gov
7. METHOD OF ORDERING: As requirements arise, authorized individuals may place orders for specific quantities of items covered in this contract. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.

8. **INVOICING:** The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator monthly reports and an annual report.
- a. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated in writing by the Purchasing Agent. The Contractor will submit monthly invoices to the County, which must include the following information:
1. Date of service
 2. Purchase Order number
 3. Invoice number
 4. Monthly total
 5. Report of actual monthly costs compared to the annual budget
 6. Phone number, Fax number, and email address of Contractor
- b. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. Invoices will reflect actual expenditures under the contract. The Contractor shall email the invoices to fxcoinvoices@fairfaxcounty.gov with a copy to Health Department, or mail to following the address listed on the Purchase Order:

FCG-Accounts Payable
PO Box 1147
Fairfax, VA 22038-1147

9. **PAYMENT:**

- a. Payment will be made after satisfactory performance that is in accordance with all provisions of the contract and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
- b. Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.

10. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.

11. **CONTRACT INSURANCE PROVISIONS:**

- a. The Contractor is responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of 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.
- b. The Contractor must during the continuance of all work under the contract provide the following:
1. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
 3. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
 4. Medical Professional liability insurance covering all staff for medical professional services provided pursuant to this Agreement with a per claim limit of not less than the then current cap on damages in a medical professional liability claim or suit, as set forth in Virginia Code Section 8.01-581.15; and an annual aggregate limit equal to three times the amount of the required per claim limit set forth in item above.

5. Cyber Insurance, in an amount not less than \$2,500,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.
- c. Liability Insurance "Claims Made" basis:
 1. If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same.
 2. The Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- d. Liability insurance may be arranged by a combination of primary and excess or umbrella policies.
- e. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- f. After a period of five-years from Agreement Date, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or contemplated herein.
- g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
- h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VII or better.
- i. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein and The County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
- j. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- k. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- m. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate may result in suspension of all payments until the new certificate is furnished.
- n. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

- o. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor is as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by the Contractor as it is for acts and omissions of person directly employed by Contractor.
- p. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- q. The Contractor and all subcontractors are to comply with applicable federal, state, and local occupational safety and health requirements, including, but not limited to, the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

12. INDEMNIFICATION:

- a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this Paragraph (Indemnification), however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

- 13. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
- 14. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

15. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
16. **TERMINATION OF CONTRACTS:** This Contract will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
17. **TERMINATION FOR CONVENIENCE:**
 - a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.
 - b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 17.b shall survive termination of the contract.
18. **TERMINATION OF CONTRACT FOR CAUSE:**
 - a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor is entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
19. **GUARANTIES & WARRANTIES:** All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.
20. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
 - a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
 - d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

21. OFFICIALS NOT TO BENEFIT:

- a. Each bidder, offeror or contractor shall certify, upon signing a bid, proposal or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose a financial benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible financial benefit.
- c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

22. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone 703-222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>.

23. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

24. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

25. SUPPLIER DIVERSITY:

- a. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to ensure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

26. **INELIGIBILITY:** Any person or firm suspended or debarred from participation in County procurement will be notified in writing by the County Purchasing Agent, in accordance with Article 5, Section 1 of the Fairfax County Purchasing Resolution.

27. **ORDER OF PRECEDENCE:** In the event of conflict, the provisions of this standard form contract take precedence over any other contract document.

28. DELAYS AND SUSPENSIONS:

- a. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- b. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- c. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

29. CONTRACTUAL DISPUTES:

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

30. **LEGAL ACTION:** No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. Statutory requirements include, but are not limited to, the requirements of the Virginia Public Procurement Act, as reflected in the Fairfax County Purchasing Resolution and the requirement that any contractor seeking monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.

31. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

32. **COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:** The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

33. **HIPAA COMPLIANCE:** During the performance of this contract, the Contractor agrees to comply with Article 2, Section 7 of the Fairfax County Purchasing Resolution, as amended. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

34. **PERSONALLY IDENTIFIABLE INFORMATION:** Contractor will comply with all applicable laws regarding safeguarding and protection of personally identifiable information made available through this Contract. Contractor must report to the County all breaches that result in exposure of the County's data or other incidents compromising the security of the County's data. For purposes of this section "County data" means data that the Contractor accesses, stores, or hosts pursuant to this Contract and includes "personal information" defined by Virginia Code § 18.2-186.6 or "medical information" defined by Virginia Code § 32.1-127.1:05. Such reports must be made to the County immediately upon discovery of the breach and no later than three days from when Contractor discovered the breach. The requirements of this paragraph are in addition to and do not relieve Contractor of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided. If Contractor experiences a breach of protected health information governed under HIPAA, or substance use disorder information governed under 42 CFR Part 2, the terms of any Business Associate or Qualified Service Organization Agreement between the parties will control.
35. **NON-DISCRIMINATION:**
- a. During the performance of this contract, the contractor agrees:
 - i. that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating 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.
 - ii. 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.
 - iii. 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 provision.
 - iv. The contractor will include the provisions of paragraphs i, ii, and iii above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - b. **Fairfax County does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.**
36. **DRUG FREE WORKPLACE:** During the performance of a 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 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 conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom 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.
37. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.
38. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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39. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
 - A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.
40. AUDIT OF RECORDS: The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.
41. NONVISUAL ACCESS: All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - Compliance with the nonvisual access standards set out this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

ACCEPTED BY:



October 28, 2022



Syed Moktadir, Treasurer

Date

2022 November 15 | 17:21:49 EST

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Lee Ann Pender, Director/County Purchasing Agent

Date

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FAIRFAX COUNTY'S BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is requested of all businesses/organizations including publicly traded corporations, non-profits, employment services organizations, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government/Public Body" in Step 1

NAME OF BUSINESS: ADAMS Compassionate Healthcare Network (ACHN) **LAST 4 DIGITS OF TIN/EIN:** EIN: 9130

Step 1: Indicate the classification of your business/organization. Select ONLY one (1) option.

☐ Micro ☐ Small ☐ Large ☒ Non-Profit ☐ Government/Public Body ☐ Employment Services Organization

Step 2 (OPTIONAL): Indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☒ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Micro Business/Organization: "Micro business" means a business that has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the prior three-year period.

Small Business/Organization: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business: is a business that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

Women-Owned Business: a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Service-Disabled Veteran: means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business: is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Employment Services Organization: a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience.

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VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

☒ is a corporation or other business entity with the following SCC identification number:
07669153 -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Attachment A

1. ADAMS Compassionate Healthcare Network (ACHN) Free Clinic serves as a safety net clinic and medical home for uninsured and low-income adults and children. ACHN serves low-income and uninsured patients with incomes at and/or below 300% of the Federal Poverty Level in a culturally appropriate setting that is supported, in part, by a culturally competent organization. ACHN is a member of the Virginia Association of Free and Charitable Clinics, <https://www.vafreeclinics.org/>. The clinic is located at 4431 Brookfield Corporate Drive, Suite F, Chantilly, the Sully Branch of the All-Dulles Area Muslim Society (ADAMS) Center, one of the largest Muslim communities in the region. Primary care services provided by ACHN meet the needs and cultural trust of its diverse patient majority as most are immigrants from Asia, North Africa, and South America. The top 5 languages spoken by ACHN patients are Urdu, Spanish, Arabic, Turkish, and Amharic. ACHN is the only free clinic in Regions 3 and 4 and is open on weekdays and weekends.
2. **Scope of Services:** ACHN Free Clinic projects it will provide no fewer than 1,500 medical visits to no fewer than 391 unique patients that are low income, uninsured adults, and children. These services shall include clinical visits and additional encounters by a combination of volunteer staff (non-provider volunteers, Medical Doctors, and Nurse Practitioners) for primary care, care coordination, and administrative operations. ACHN clinic operations shall occur 40 hours per week with services that shall include:
 - a. Primary care
 - b. Routine follow-up
 - c. Telehealth visits (during operating and non-operating hours)
 - d. Management of chronic conditions (e.g., diabetes and hypertension)
 - e. Yearly physicals (including school and sports)
 - f. Patient education
 - g. Low-cost prescriptions
 - h. Blood tests
 - i. Free referrals for certain specialists
3. **Methodology:**
 - a. ACHN shall utilize professional volunteers (40 -50) to provide over 1,000 volunteer hours of clinical services. This includes Medical Doctors and Doctors of Osteopathy, Nurse Practitioners (Doctor of Nursing Practice and Family Nurse Practitioner), Registered Nurses (RN), Licensed Practical Nurse (LPN), Physical Therapists, Doctor of Optometry (OD). All professionals shall be licensed in Virginia and shall operate within the scope of their licensure; they may provide services onsite at ACHN Clinic and outside ACHN through referral at their respective locations.
 - b. ACHN shall utilize various non-professional volunteers to provide administrative and clinical assistance to licensed professionals. This includes assisting patients to register for services, helping to check in/check out patients, screening patients, taking patient vitals, scribing for MDs, Nurse Practitioners, Physician Assistants and ODs, and helping with outreach activities such as health fairs, posting flyers, and designing promotional materials. The non-professional volunteers may comprise of undergraduate and graduate students working towards a career in medicine and nursing. On a yearly basis, ACHN anticipates approximately 30 – 40 non-professionals to volunteer with the organization and provide over 3,000 volunteer hours.
 - c. ACHN is primarily a volunteer-run and led organization. ACHN paid staff ensure a basic level of access to patients and recruit and coordinate volunteer providers to supplement the availability of primary care to low-income and uninsured patients. The estimated value of non-provider volunteer time for the state of Virginia is \$30.80/hour and for providers, the estimated value is \$104.10/hour.
 - d. This contract funding supplements, in part, ACHN personnel that provide patient care to low-income and uninsured patients.
 - e. ACHN Free Clinic space is provided as an in-kind donation from the ADAMS Center. ACHN partners with NovaScripts Central for low-cost medications for patients and referrals to Inova Health Services, University of Virginia, National Institutes of Health and individual providers that provide free specialty care. ACHN shall seek additional funding streams e.g., grants from multiple sources to supplement their operating costs. Health Department staff shall provide oversight to ensure funds are used appropriately and that all other sources of funding are explored.

Attachment A

4. **Strategic Planning:** ACHN shall develop a strategic plan in consultation with the Health Department and Consultant to identify, construct action plans, and implement changes to improve overall organizational stability, address patient population health needs, and promote equity. For example, ACHN shall consider strategic actions on the following:

- a. Outreach to promote access to primary care services
- b. Outcome metrics to illustrate improved quality of care for patients
- c. Sustainable financial planning methods for the organization
- d. Staff recruitment processes to stabilize personnel for service delivery expansion and quality of services
- e. Exploration and engagement with county and community stakeholders on integration of processes to address social determinants of health, and barriers to access and utilization of care

5. **Reporting:**

- a. ACHN shall report on the Scope of Services as stated in Attachment A, Section 2 above. Reporting format and parameters are mutually agreed upon in Exhibit 1.
 1. On a quarterly basis, within thirty days of the end of the quarter ACHN shall report on access, utilization, specialty referrals, and quality of care for all Fairfax County residents being served using the attached format in Exhibit 1.

Category	Metric
Access	# Unduplicated patients
Visits	# Visits by provider (MD, Nurse Practitioner, Telehealth, etc.)
Quality of Care	# Patients with Hypertension # Patients with Hypertension with BP <140/90 mmHg % Patients with BP <140/90 mmHg # Patients with Diabetes # Patients under 65 with HbA1c ≤7%; # Patients 65+ HbA1c ≤8.5% % Patients under 65 with HbA1c ≤7%; % Patients 65+ HbA1c ≤8.5%
Referrals	# Referrals to specialty care by specialty type

2. Equity: Fairfax County is committed to ensuring equity when making policies or delivering programs and services, as codified in the One Fairfax policy. On a quarterly basis, ACHN shall report on continuing engagements to improve equity highlighting challenges and successes related to access and utilization of care using the attached narrative form in Exhibit 2.

b. Financial Reporting:

1. On an annual basis, ACHN shall provide the value of cost savings to patients receiving services for prescription medication, diagnostic testing, and specialty care visits.
2. On a quarterly basis, ACHN shall provide a summary of revenues, including patient fees, grants or other funding streams applied for and received.
3. On a quarterly basis, ACHN shall report number and value of volunteer hours of service for professional and non-professional volunteers.

6. **AUDITS:**

- a. Provide an annual audit report including the opinion letter, management letter, income statement, balance sheet, and notes to the financial statements, within 180 days after the end of the Contractor's fiscal year, unless the County has granted a written extension. In addition, the County may request other financial documents, including, but not limited to monthly balance sheet, payroll records, interim financial statements, etc. as part of a financial review of the contracted services. Non-receipt of an annual audit and/or other financial documents may affect funding disbursements and/or future County funding consideration.
- b. Agree to participate in a program audit review as specified in the Contract and to complete any corrective actions required throughout the Contract period.
- c. Identify all revenue sources for the proposed program/services (verification of in-kind, volunteer, foundations, fundraising, loans, grants and contracts).
- d. If the Contractor expends in excess of \$750,000 annually in combined Federal awards, it shall be the responsibility of the Contractor to obtain a single audit conducted in accordance with Federal OMB Circular A-133 audit.

Attachment A

- e. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
 - 1. If the contract is terminated for any reason in accordance with the provisions of the contract documents in order to arrive at equitable termination costs;
 - 2. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
 - 3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract;
 - 4. If it becomes necessary to determine the County's rights and the Contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor, which may result in a charge against the County; and,
 - 5. If at any time during the course of the contract there are indications that the financial solvency of the Contractor may affect its ability to complete the terms of the contract.
 - f. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
 - g. Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of five (5) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records, documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
 - h. Fairfax County's right to audit and the preservation of records shall terminate at the end of five (5) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued and shall require the same clause to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
 - i. Should the Contractor fail to include these clauses in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County or its authorized representative from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.
- 7. SECURITY OF RECORDS:**
- a. The Contractor shall provide a secure place with controlled access for storage of records. Only employees, volunteers or other individuals who must access client information in order to carry out duties assigned or approved by the Contractor shall be authorized access to the storage area.
 - b. Only authorized individuals may remove a record from the storage area and the authorizing individual shall be responsible for the security of the record until it is returned to the storage area.
 - c. The Contractor shall establish procedures to prevent accidental disclosure of client information from automated data processing systems.
- 8. CONTRACT OVERSIGHT:**
- a. The Contractor's staff assigned to the program must be available for on-site monitoring visits as requested. County staff will conduct monitoring for compliance with the proposed budget and programmatic terms and conditions. Financial reviews will be conducted at least once during the Contract term.
- The Contract analyst shall have access to:
- 1. The observation of service delivery as identified in the Contract scope of services;
 - 2. Client records;
 - 3. Activity records;
 - 4. Program and client assessment data and outcome measurement system (including tools);
 - 5. Personnel records, operational policies, insurance records, board minutes; and
 - 6. Financial records, receipts, vouchers, books, audits and management letters, tax reports and documents, and board of directors meeting agendas and minutes.

Attachment A

9. PERSONNEL POLICIES:

- a. Personnel policies shall be established by the Contractor and shall be available for examination by the County.
- b. The Contractor shall establish and maintain job descriptions indicating duties of personnel involved in the program/project, and shall be available for examination by the County, or any agent thereof. The Contractor shall not make any material changes to the personnel for the program/project that would materially adversely affect the program/project or the Contractor's obligations hereunder. Notwithstanding the foregoing, if for reasons outside the Contractor's control the personnel responsible for operating the program/project should change, the Contractor shall promptly notify the County, identifying the potential impact of such change and the action the Contractor intends to take. Thereafter, the Contractor, with the consent of the County, shall take such action as may be necessary to assure that the program/project shall continue to operate in a proper manner in accordance with all of the requirements herein.

10. CRIMINAL BACKGROUND CHECKS:

- a. The Contractors providing service to youth or other vulnerable populations must have Criminal Background Records checks through the State Police and Child Protective Services (CPS) for all employees and volunteers who are directly or indirectly providing services to clients in Fairfax County Public Schools and/or communities. If it is known that the employee or volunteer has moved from another state and has worked with youth or other vulnerable populations within one year prior to his or her employment or volunteering, this state must also be checked. Records check request forms are to have been submitted to the State Police and Child Protective Services by time of award and are to be completed within a 45-day time period.

11. CONDITIONS FOR RELIGIOUS ORGANIZATIONS:

- a. In addition to, and not in substitution for, other provisions of the contract regarding the provision of public services with County funds, the Contractor agrees that, if applicable, in connection with such services to:
 1. represent that it is, or may be deemed to be a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;
 2. not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 3. not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 4. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services;
 5. that the funds received under the resulting contract shall be used exclusively for the approved expenses in the contract budget.
- b. The Contractor agrees, covenants, and represents that no funds under this contract shall be used to contract, rehabilitate, maintain or restore religious structures (including those which may be historic properties) currently used for religious purposes. Furthermore, no funds shall be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

Attachment A

EXHIBIT 1: Quarterly Data Report: Access, Utilization, Specialty Referrals, and Quality of Care

Safety Net Primary Care Reporting Template for ADAMS Compassionate Healthcare Network (ACHN)					
About This Reporting Template					
This template was developed as a result of the alliance between the Fairfax County Health Department and ADAMS Compassionate Healthcare Network (ACHN) Free Clinic. The content contains mutually developed metrics on access, utilization (visits/encounters), referrals, and quality of care, to capture the scope of services provided to low-income and uninsured residents in Fairfax County. Below is a summary of how this report is structured.					
Password for this workbook: safetynet (as of 4.26.22)					
Reporting Frequency					
Quarterly Reports are due within 30-days after the end of each reporting quarter.					
Data Collection					
Data Tables: for quarterly reporting, each tab consists of data tables arranged by category with associated metrics. An additional tab labeled "Terms and definitions" contains mutually agreed upon terms and definitions used to contextualize and guide the development of the data tables. See table below on how the report is organized.					
Tab	1a.	1b.	1c.	1d.	2a.
Category	Access	Visits	Additional Encounters	Referrals	Quality of Care
Metric(s)	# unduplicated patients by insurance type	# visits by provider type # telehealth visits # telehealth hours	# patients receiving additional services	# pending by select specialty # completed by select specialty # closed by specialty	# Patients with Hypertension # Patients with Hypertension, BP <140/90 mmHg (controlled) % Patients with Hypertension, BP <140/90 mmHg (controlled) # Patients with Diabetes # Patients under 65 with HbA1c ≤7% % Patients under 65 with HbA1c ≤7% # Patients 65+ HbA1c ≤8.5% % Patients 65+ HbA1c ≤8.5%

EXHIBIT 1: Quarterly Data Report: Access, Utilization, Specialty Referrals, and Quality of Care

SAFETY NET PRIMARY CARE QUARTERLY DATA REPORT: ACHN Terms and Definitions	
Term	Definition
Tab 1a: Access	
UNDUPLICATED PATIENTS	A count of the number of unique patients who had at least one completed encounter during the reporting quarter. A completed encounter refers to any encounter about which we report during the reporting quarter (e.g. medical, nursing, care coordination, labs, pharmacy, enrollment, etc.).
Tab 1b: Visits	
MEDICAL	All visits with a Medical Doctor (MD), or Nurse Practitioner (NP), Registered Nurse (RN), or Licensed Practical Nurse (LPN) as the resource in ACHN. Visits includes MD, NP, RN, or LPN offered onsite. Includes visits via phone with and without video. Report any documented in-person encounter between a patient and a licensed or credentialed provider who exercises their independent professional judgment in the provision of services to the patient at that time as a visit in Tab 1b. Includes seeing provider for prescription pickup (NP or MD).
TELEHEALTH	All medical visits with a Medical Doctor or Nurse Practitioner. Continuation of patient care which includes follow-up visits such as lab results and medications prescribed.
Tab 1c: Additional Encounters	
CARE COORDINATION	All visits with ACHN respective staff who handle the type of work. This includes visits and calls with patients assisting them with new follow-up, and re-scheduling of appointments. Also includes requesting medical records, coordinating patient correspondence (email, fax, letters, phone calls, etc.), Domestic Violence, SDOH (food and housing insecurity, clothing, etc.).
ELIGIBILITY & ENROLLMENT	All visits and calls (and virtual) documented in visit templates for patients enrolling or recertifying in ACHN patients enrolling in Affordable Care Act/CA insurance, INOVA charity care, UVA, NIH, assisting with completion of the PAP applications, or exploring Medicaid eligibility.
PATIENT/COMMUNITY EDUCATION AND OUTREACH	Patient/Community events organized and attended by the ACHNs. These events will be reported to include event dates, names, locations, and audience. Also include provision of medical supplies (wheelchairs, BP cuff, Diabetes testing strips, etc.) when available and care planning for non-compliant patients, uncontrolled Diabetes and Hypertension.
LABS	All visits for outside or in-house lab services where blood/specimen is obtained/processed at ACHN. This EXCLUDES labs handled during another visit. Labs include all COVID test samples collected by ACHN unless collected within a Medical Visit as defined above.
PHARMACY	Encounters include Pharmacy-related visits - medication pick-ups for e.g., NOVA Scripts and Prescription Assistance Program (PAP) and NOVA Scripts medicine pick-ups, which include review of how to use prescribed medications and assisting with completion of the PAP applications.
Tab 1d: Referrals (external specialty/service)	
Pending	"Pending Referrals" are those submitted by the ordering provider to the referred facility. "Pending Referrals" also include patients that have not made any attempt to complete the referral process, following through with appointment scheduling and, missed appointments. ACHN assists the patient through the process and provide them with all the necessary documents. Once the patient sends their completed application and required documentation to ACHN, it is submitted to the referred facility. It takes a few weeks for the application to be processed and a decision to be reached. Therefore, in the meantime, ACHN calls the referred facility and schedules an appointment 6-8 weeks in advance to avoid extended waiting periods. ACHN ensures the referral facility has other pertinent information such as lab results, relevant medical history, recent office notes, and a copy of the referral itself. Upon delivery, the referral then goes into "Pending" status.
Complete	"Complete Referrals" are those that include patients with a scheduled specialist appointment, seen specialist, had procedure, or come back to ACHN for follow-up. "Completed Referrals" do not include patient declining care of specialist. ACHN "Completed Referrals" include the following steps: 1) Three weeks after the patient's paperwork is submitted, ACHN conducts a follow-up with the referred facility to check on the status; 2) Once the application is approved, ACHN notifies the patient and communicates all instructions and/or directions provided by the referred facility; 3) After the appointment date, ACHN confirms with the patient that they attended the appointment; 4) Afterward, ACHN contacts the referred facility to request all results to be sent over and then a follow-up appointment with ACHN will be scheduled. The referral is considered "Complete" on the preceding steps have been finalized.
Closed	"Closed Referrals" include those that take 6 months or longer or remains incomplete due to non-response from the patients. Afterward, the referral is considered "Closed" and a new one is generated that involves a follow-up with the doctor.

Attachment A

EXHIBIT 2: Quarterly Narrative Report: Equity, Access, Utilization, and Quality of Care

Safety Net Primary Care Reporting Template for ADAMS Compassionate Healthcare Network (ACHN)	
Written Narrative: In addition to the data tables, on a quarterly basis, a separate narrative (not included in this Excel workbook) will be provided by the county and completed by ACHN. This narrative relates to efforts ACHN employs to address, promote, and/or improve equity, access, utilization (visits/encounters), and quality of care. This qualitative and/or anecdotal data on the services provided by the ACHN focuses on successes, challenges, system partner processes related to workflows, etc. to complement the data tables and tell a more complete "story" of services provided by the ACHN Free Clinic.	
Click to Clear Form 2022 Safety Net Primary Care Services Narrative Template Clinic Name: Report Prepared by: Please check which Quarter you are reporting for: ☐ Quarter 1 (January-March) ☐ Quarter 2 (April-June) ☐ Quarter 3 (July-September) ☐ Quarter 4 (October-December) Equity: The <u>One Fairfax</u> policy, adopted on November 21, 2017, benefits Fairfax County's growing diverse population by recognizing it as a tremendous asset but also knows that racial and social inequities still exist. This policy defines expectations for consideration of racial and social equity, and in particular, meaningful community involvement when planning, developing, and implementing policies, practices, and initiatives. It provides a framework to advance equity in alignment with our stated visions and priorities. This policy informs all other policies and applies to all publicly delivered services in Fairfax County Government and Fairfax County Public Schools. For this reporting period describe when your clinic advanced equity by addressing the specific needs of under-resourced populations, providing culturally respectful care, addressing social determinants of health in patient care, collaborating with other community-based organizations/entities to address social determinants, soliciting, and using consumer input to improve care, or engaging in other activities that promote equity. Description: Page 1 of 2	Click to Clear Form Access & Utilization: System/Partner Processes (e.g., referrals, financial enrollment/eligibility, etc.) Please describe specific successes and/or challenges that occurred during the reporting period in your clinic's efforts to improve access (system/partner processes - e.g., referrals, enrollment, eligibility, etc.) and utilization (medical, dental, behavioral health, other encounters, etc.) for patients. Successes and/or Challenges: Quality of Care: Diabetes and Hypertension Describe one specific success and/or challenge that occurred during the reporting period in your clinic's efforts to improve quality of care for patients. Successes and/or Challenges: Page 2 of 2