NOTICE OF AWARD OF CONTRACT

TO:

ARLINGTON-ALEXANDRIA COALITION FOR THE HOMELESS
3103 9TH ROAD NORTH
ARLINGTON, VA 22201

DATE ISSUED: JULY 1, 2011
CURRENT REFERENCE NO: 204-11
CONTRACT TITLE: TRANSITIONAL EMERGENCY HOUSING
PRIOR REFERENCE NO: 261-10

THIS IS A NOTICE OF AWARD CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 1, 2011 and expires on JUNE 30, 2012.

The contract documents consist of Agreement No. 298-09, including any amendments.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 298-09

ATTACHMENTS:

AMENDMENT NO. 1 & 2 TO AGREEMENT NO. 298-09

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 O’ROURKE
VENDOR TEL. NO.: 703-525-7177
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1368484
VENDOR FAX. NO.: 703-525-0750
EMAIL ADDRESS: morourke@aachhomeless.org
COUNTY TEL. NO.: 703-228-1327
COUNTY CONTACT: NANCY HART

CONTRACT AUTHORIZATION

IVETTE GONZÁLEZ
PROCUREMENT OFFICER

DISTRIBUTION

BID FOLDER: 1
DATE: 7/1/11
ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 298-09

AMENDMENT NUMBER 1

REFERENCE NUMBER 261-10

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 256-07, (Main Agreement) made between Arlington-Alexandria Coalition for the Homeless, 3102 9th Road, Arlington, VA 22209 ("Contractor") and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid 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.

1. CHANGE THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT AMOUNT
The County will pay the Contractor no more than $375,703 in accordance with the terms of the Payment paragraph and Exhibit A and B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

2. CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS

CONTRACT TERMS
Work under this Agreement shall continue from JULY 1, 2010 until JUNE 30, 2011 subject to any modifications as provided for in the Contract Documents.

3. REVISE ITEM 13 UNDER SECTION "INCIDENT REPORTING" IN SCOPE OF WORK TO READ AS FOLLOWS:

A) The contractor shall ensure that all serious incidents are reported to the DHS Homeless Programs Coordinator immediately, or on the next working day. Serious incidents include serious injury, suicide attempts, weapon incidents, or serious destruction of property.

B) When there is repeated or significant behavior that may challenge a resident’s ability to remain in the shelter, progressive disciplinary action will be taken. There will be discussion with the client on the shelter protocol and the behavior that violated this protocol. A second violation will require a notice in writing to the client with a clear statement on the action that will be taken should another incident occur. The client’s crisis assistance case worker, the CAB Homeless Services Program, and/or the Crisis Assistance Bureau Chief shall be informed at the start of any progressive action.
4. ADD ATTACHMENT D FOR CLIENT ADMISSION.

Terms and Conditions
All terms and conditions of the 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

ARLINGTON-ALEXANDRIA COALITION
FOR THE HOMELESS

SIGN:
BY: [Signature]
RICHARD D. HARRIS, JR.
PURCHASING AGENT
DATE: 6/21/10

SIGN:
BY: [Signature]
TAXPAYER
ID NUMBER, SSN/EIN: 54-1368484
PRINT NAME: MICHAEL J. OWEN
AND TITLE: EXECUTIVE DIRECTOR
DATE: 6/14/11
AGREEMENT NO. 298-09
ATTACHMENT D
NEW REFERENCE NO. 261-10

1. CLIENT ADMISSION

For admission to the DOORWAYS/SULLIVAN HOUSE the following guidelines shall be used:

1. Intake into the Shelter shall be directed via the Coordinated Family Shelter Admissions Process which includes:

a. Client, client representative, or client’s social worker contacts CAB by telephone call, office visit, letter, or other means.

b. CAB social worker interviews client (or client’s rep. or social worker) to determine if client is actually homeless and in need of shelter. For non-Arlington residents, CAB social worker will also make appropriate referrals to services within originating jurisdiction.

c. The CAB social worker will obtain both the Release of Information and the CSSA Summary Notice during the interview process and these releases shall continue through the clients’ shelter stay. If a client refuses to sign the consent form it shall be noted in the record. CSSA information shall be entered into the system in a manner that does not provide personally identifying information and a continuing attempt shall be made to obtain client permission.

d. A client determined incapable of informed consent will need a representative to consent to all the signature needed forms for the shelter admission, acceptance, and continued services until the client is determined to be capable of informed consent.

e. Arlington resident - if contact by telephone call, if able client will be asked to come to CAB to complete application and for face-to-face interview. After interview, CAB social worker will present case at next Admission Team meeting.

f. Arlington resident with case open to other DHS social or mental health worker - DHS worker will fill out the Family Shelter referral form and forward to CAB family shelter liaison. CAB will review form and contact social or mental health worker to schedule presentation of case at next Admission Team meeting. The CAB social worker will enter client data into CSSA system. Priority is given to Arlington residents with the expectation that at least 90% of those in the shelter will be Arlington residents.

g. If Non-Arlington resident seeking shelter in Arlington - client is asked to fill out release of information packet. If able, client will be asked to come to CAB in person for interview. If not able, packet will be faxed or mailed. When packet is received, CAB social worker will call Dept. of Social Services in client’s locality to assess any involvement of CPS. If the client is open
to CPS in their own jurisdiction, CPS and CAB will make a determination if this is an appropriate client case to be considered for admission. If Virginia resident, CAB social worker will perform inquiry in available VA on-line systems. Once initial system checks are performed, CAB social worker will interview client by phone or in person to begin assessment and gather as much information as possible. CAB social worker will present case at next Admission Team meeting. Social worker will enter client data into CSSA system.

h. Regularly scheduled Family Shelter Admission Team meetings will take place on the 2nd and 4th Wednesday of every month. (Please call any social worker for room location.) If you wish to participate via conference call, please inform CAB Bureau Chief (or designee) as soon as possible, but at least one business day in advance. CAB social worker and/or other DHS social worker/case manager will present case at the Family Shelter Admissions Team meeting.

i. Admissions team will discuss case and make one of the following decision:
   • Accept and refer to one or both shelters for wait list and interview
   • Defer referral pending receipt of additional information and or assessment by RHD for mental health or substance abuse issues
   • Conditional Referral to one or both shelter with conditions, such as mental health or substance abuse screening and/or treatment, regular urine screening for substances, etc.
   • Deny request for referral to family shelter with written notification to referring worker.

j. Family shelters (Doorways for Women and Families, Family Home and AACH Sullivan House) will conduct interview and admit to shelter or put on wait list for admission when openings occur.

k. **EMERGENCY SITUATIONS**: For urgent or emergency situations (sexual or other abuse, imminent harm) CAB Bureau Chief (or designee) will request an unscheduled Family Shelter Admissions Team meeting. The meeting can be in person or by conference call.

l. One CAB social worker will be designated as Family Shelter Admission Team liaison. He/she will update the shelter waiting list spreadsheet (or other application as developed) after each meeting regarding referral status. After their interview, Family Shelters will update the spreadsheet regarding wait list, admission or denial status.

m. The Shelters will notify CAB upon exit of client from shelter placement with outcome and subsequent placement in order to update the spreadsheet.

n. During Admission meetings, the process to prioritize families on waiting list will be utilized so that shelters know which families to call and admission can be expedited when unexpected openings occur.

o. For emergency situations involving families with minor children, the Contractor shall contact the 24 hour Child Protective Services number at 703-228-1500. When appropriate, CPS staff is authorized to coordinate shelter placement at the shelter. Note: For families
admitted to the family shelter involving alleged abuse or neglect of children under the age of 18 by their caregiver, the Contractor shall contact the 24 hour Child Protective Services number at 703-228-1500. CPS staff will determine whether or not the report rises to the level of abuse or neglect and whether or not an immediate in-person response is necessary.

2. An Arlington resident is defined as an individual who meets one or more of the following criteria:

   a. The client has a valid Arlington address prior to becoming homeless;

   b. The client has children enrolled in the Arlington County Public Schools;

   c. The client currently has an open service case with Arlington County; or

   d. The client provides proof of residency with state identification or a telephone or other bill in the client's name with an Arlington address.

3. DHS/CAB will assess non-County residents for admission on a space available basis with priority to Arlington County residents. A non-County resident shall be defined as an individual who meets one or more of the following criteria:

   a. The client has an address outside of Arlington prior to becoming homeless;

   b. The client has children enrolled in a school system other than Arlington County Public Schools;

   c. The client currently has an open service case with a jurisdiction outside of Arlington; or
d. The client has been referred from a social service agency outside of the Arlington County jurisdiction. In most cases, the goal shall be to return the client to their jurisdiction of origin. CAB will utilize any current inter-jurisdictional agreements with other Northern Virginia localities or coordinate the client's return with the originating locality.
THIS AGREEMENT is made, on the date of execution by the County, between Arlington-Alexandria Coalition for the Homeless, 3103 9th Road, Arlington, VA 22209 ("Contractor"), a private, non-profit 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:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), Attachment A (Contractor Scope of Work), Attachment B (County Responsibilities) and Attachment C (Outcome Measurements). 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.

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 this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). 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 its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence on July 1, 2009 and shall be completed no later than June 30, 2010 subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued
operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from July 1, 2011 to June 30, 2013 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
The County will pay the Contractor up to $375,703 in four installments of $93,925.75 in accordance with the terms of Section III, Exhibit A, Budget and Finance and Payments Section for the Contractor's completion of the work described and required in the Contract Documents subject to the terms and conditions in those documents.

ADDITIONAL SERVICES
Only services described in Exhibit A are authorized under this Agreement unless the services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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

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

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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.

**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 in accordance with the Arlington County Resolution, 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.

**INDEMNIFICATION**

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") 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, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

**COUNTY PURCHASE ORDER REQUIREMENT**

County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction 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 must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.
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 project or of the Contractor's services has 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 project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the 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 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 under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, 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 Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is 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 purchase 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.

LIABILITY

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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of
the Contractor, that make performance impossible or illegal, unless otherwise
specified in the Contract.

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

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.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all
respects by the laws of the Commonwealth of Virginia and the 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.

AUTHORITY TO TRANSACT BUSINESS
Any firm or entity submitting a bid or proposal in response to this
solicitation must be authorized to transact business in the Commonwealth of
Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE
LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be
written in the space provided on the Bid Form or Proposal Form. The County
may require a firm to provide documentation (preferably from a governmental
entity) prior to award which: 1) clearly identifies the complete name and
legal form of the firm or entity (i.e. corporation, partnership, etc.), and
2) establishes that the firm or entity is authorized to transact business in
the Commonwealth of Virginia. Failure of a firm to provide such
documentation shall be grounds for cancellation of the award.

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 the
contract for goods and services in the Commonwealth, knowingly employ an
unauthorized alien as defined in the federal Immigration Reform and Control

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 said
Contract.

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and
neither the Contractor nor its employees 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. Further, 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.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. 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 Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

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.

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") 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 uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

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 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 b., above. Unless otherwise provided under the terms

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of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts 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.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but 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.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal 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, 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 solely the responsibility of the Contractor.

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

SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel 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 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 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 the award.

**NONAPPROPRIATION**

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. In the event of nonappropriation of funds by the County Board of Arlington County 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 Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

**TERMINATION FOR CAUSE**

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and 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 following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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 unless otherwise barred by the Contract.
In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

Except as otherwise directed by the County, 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.

In the event any termination for cause 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.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the 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 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 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.

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. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

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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.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 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.

Directors and Officers Liability - The Contractor shall provide insurance evidencing Directors and Officer Liability in the amount of $100,000.

Employee Dishonesty - The Contractor shall purchase Employee Dishonesty insurance which will pay for loss to the County's property or money, caused by the fraudulent or dishonest acts of the Contractor's employees, and agents, whether acting alone or in collusion with others in the amount of $100,000.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

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

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

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 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.

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 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 alternative coverages are submitted to and acceptable to the County.

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.

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

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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ARLINGTON-ALEXANDRIA COALITION FOR THE HOMELESS

AUTHORIZED SIGNATURE: __________________________
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 7/16/09

AUTHORIZED SIGNATURE: __________________________
NAME AND TITLE: M. J. O'GRADY EXECUTIVE DIRECTOR
DATE: 7/16/09

TAXPAYER ID: 54-1368484
ID NUMBER:
AGREEMENT NO. 298-09

EXHIBIT A

SCOPE OF WORK

I. GENERAL PROJECT DESCRIPTION

The Contractor will be responsible as detailed in this Scope of Work for providing shelter and supportive services to families and women who are homeless in Arlington County. Shelter services provided by the Contractor will be supplemented by and coordinated with the social, therapeutic, crisis intervention, and other programs provided by the Arlington County Department of Human Services (DHS).

II. OPERATION

The Contractor shall have in place and operate in accordance with a system that includes at a minimum

1. Copies of policies and procedures that include job descriptions, including responsibility for maintaining the Collaborative Service System of Arlington (CSSA), staffing schedules, personnel records and staff qualifications, staff grievance procedures, admissions criteria, and the number of bilingual staff positions.

2. Written personnel policies which address benefits, classification and compensation, discipline (standards of conduct and ethical behavior), employee performance evaluation, equal employment opportunity statement, grievance procedure, hours of work, leave, outside employment, recruitment and selection, transfer and promotion, termination and layoff, travel, and on-the-job expenses. All hiring shall be conducted in compliance with local, state, and federal equal employment opportunity regulations.

3. A procedure manual for staff that includes: Program Grievance Policy, Drug and Alcohol Policy, Client Discharge Policy, Admissions Criteria, ADA Compliance, and Incident Reporting. Procedures should include deadline and notification protocols.

4. Written copies of an Emergency Evacuation Plan that meets the Fire Department’s Prevention Code and is approved by the Fire Marshall’s Office. The plan must be available to all supervisory personnel for the protection of all persons in the event of a fire or other emergency and, when necessary, for evacuation to an area of refuge away from the structure. All employees must be periodically instructed and kept informed of their duties under the plan.

5. Bilingual Personnel: The Contractor shall make reasonable attempts to ensure there is at least one bilingual staff person at each shelter so that client’s with limited/non-English proficiency have access to services and resources, or make other arrangements to ensure communication.
6. Each client shall be provided a shelter handbook(s) that includes the following: drug and alcohol policy, discharge procedure, incident reporting procedure, ADA compliance, and grievance policy. The Contractor shall provide DHS/Homeless Programs with a copy of the handbook(s).

7. Annually, the Contractor will provide shelter staff with identified training to which DHS can provide assistance. DHS will provide information about trainings sponsored by DHS or the Continuum of Care (CoC).

8. The Contractor shall provide an annual orientation about shelter services for DHS staff. The Homeless Program Coordinators will work with the Contractor to identify a date and time to train DHS staff. DHS staff may include CAB, CFSD, BHD, and other program staff that need information regarding Sullivan House services.

9. The Contractor shall undertake activities to inform and involve the surrounding neighborhoods and the Arlington community in activities of its shelter programs. The Contractor shall deal expeditiously with any community complaints or problems related to the shelter and shall keep the County informed of complaints/problems and efforts to address them.

10. Medication Management Protocol: The Contractor shall maintain protocols for all prescription and non-prescription medication that are brought into the facility by residents or purchased by the program and donated to the resident. The Contractor shall ensure that all medication is placed in a locked box (for regular medications) and a double locked box (for controlled substances) and that all prescriptions are provided to residents in accordance with written instructions. All non-prescription medications will be placed in locked cabinets and provided to residents upon request. In all instances, the staff and residents will sign-off on a medication log showing that they received their medications, prescribed or non-prescribed.

11. Communicable Disease/Standard Precautions: The Contractor shall ensure all staff is trained and knowledgeable in communicable disease safety and standard precautions protocols. The Contractor shall ensure that all staff receives annual updates to remain abreast of the latest information and techniques for disease prevention and control.

12. Emergency Preparedness: The Contractor shall establish, in collaboration with DHS, an Emergency Preparedness plan that corresponds to emergency practices utilized by DHS. Until the development of this plan, the Contractor shall maintain written emergency procedures that include at a minimum: (a) initial assessment of immediacy and severity of the emergency, (b) notification of cooperation with appropriate County agencies (i.e. DHS, Fire Department, Police Department), (c) liaison with local hospital emergency rooms to facilitate client acceptance, and (d) agreements with community organizations to provide temporary emergency relocation site in case the facility must be evacuated.

13. Incident Reporting: The Contractor shall ensure that all serious incidents are reported to the DHS Homeless Program Coordinator immediately, but no later than 24 hours of the occurrence or by the next business day, whichever is sooner. Serious incidents include death.
of a client, serious injury, suicide attempts, weapon incidents, or serious destruction of property.

14. Quality Assurance: The Contractor shall allow the County to conduct quarterly audits of client records as well as on site inspection of the facilities to ensure compliance with all policies and procedures.

15. The Contractor and the County recognize the privacy rights of the shelter clients and their need to safeguard confidential information. However, when a client’s actions or threat of action endangers or threatens to endanger themselves or others, the Contractor may disclose information necessary to secure emergency assistance.

16. Volunteers: The Contractor shall make appropriate arrangements to use the services of volunteers, and shall provide appropriate training, orientation, and supervision of volunteers. Information regarding volunteer activities and training shall be given to the County as requested. The Contractor shall have all volunteers sign Confidentiality Statement Form prior to the volunteer reporting for duty.

17. The Contractor shall complete all the necessary CSSA authorization and release forms yearly before the Contract can be enacted.

18. Integrated Pest Monitoring System (Bed Bug Policy): The Contractor shall ensure compliance with the Integrated Pest Monitoring System to ensure the procedures for acceptance of donations, current and entry of new residents, medications, food, and the established monitoring and reporting shall be adhered to at all times. The Contractor shall conduct weekly inspections to ensure the facility remains pest free. All staff and residents will receive educational sessions on the type of pests and how one can aid in their control and elimination. The Contractor shall work closely with an identified pest control company to ensure that needed treatments are done on a regular basis.

19. Building Services:

A. The County’s Office of Support Services will pay for:

   Repairs to the furnace, plumbing, electrical system, air conditioning, roof, parking lot, and all primary building systems; and the replacement of stoves, refrigerators, and air conditioners when deemed necessary by the County in its sole discretion. The County’s Office of Support Services will provide the Contractor a list of persons to contact in the event that repairs to the building or appliances must be done.

B. DHS will pay for:

   1. All utilities (excluding telephone service);
   2. Pest exterminating services;
   3. Maintenance and repair of security monitoring system;
   4. Refuse collection; and
   5. Snow removal and sanding of driveways.

C. The Contractor shall:
1. Maintain the building in a manner that continues to meet the requirements of the Arlington County Community Inspections Section and the Fire Department and shall notify County Project Officer immediately if there are any repair or maintenance items necessary to maintain this compliance.

2. Provide the day-to-day supervision of premises and day-to-day management of maintenance functions such as cleaning of the apartments and the hallways, putting trash in the dumpster, mowing the lawn, keeping the grounds free of trash or other objects that do not belong on the sidewalk, driveway or other grounds.

3. Provide day-to-day monitoring of mechanical systems and condition of other systems (including bathrooms, kitchens, laundry room, and other areas of building), reporting immediately to DHS any problem areas.

4. The County may periodically inspect the building and grounds to ensure that adequate and appropriate maintenance and repair to the County’s property is provided. The County will give the Contractor fifteen (15) days notice to take actions to prevent or correct the problems observed in items which are the responsibility of the Contractor. If the Contractor fails to carry out the actions within the fifteen (15) day period, the County may carry out the actions and deduct the cost from any payment due the Contractor.

5. Be responsible for the removal of snow on walkways about the building and grounds.

6. Be responsible for obtaining the necessary furnishings and replacement of the furnishings.

III. BUDGET, FINANCE and PAYMENTS

BUDGET:

1. Several weeks before the start of the Fiscal Year, generally by May 30th, the Contractor will submit a budget sheet with line item expenditures for the coming fiscal year based on the allocation awarded to the Contractor for that year. If needed, the Contractor and the County will discuss any changes from the budget that had been submitted in the Contractor’s request for funding the previous fall. When set, this will become the basis for the quarterly payments and reconciliations.

2. In preparation for the next fiscal year, the Contractor shall submit no later than September 30 a line item budget for each fiscal year (July 1 to June 30) or portion of fiscal year included in the...
Contract Term. Such line item budget shall conform to a format approved by the County Project Officer. The budget shall be the total operational budget of the Contractor with the County funds constituting a set monetary contribution toward the total budget. The County shall notify the Contractor in writing of the approved budget for the upcoming fiscal year no later than May 15th.

**PAYMENT:**

Payments will be made to the Contractor in four quarterly installments.

a. The County will advance the first quarter payment on or about July 1st.

b. The Contractor by the 20th of September, December, March, will submit to the County, documentation of the quarter’s expenditures to that date, reconciling any differences with the projected costs for the quarter.

c. The County will make payment for the next quarter within 10 days of the reconciled submission.

d. By July 10th, of the subsequent fiscal year, the Contractor shall submit the year end expenditure report, including a final reconciliation of the total expenses compared to the total funding approved by the County. Contractor will submit the full fiscal year’s expenditures and reconciliation, over and under reimbursements, up to the total amount approved by the County, will be made at that time.

e. Any funds due to the County after the close of the fiscal year shall be refunded to the County within thirty days, in the event that the contract is not renewed, or credited towards the County’s first quarterly payment of the subsequent fiscal year at the County’s sole discretion.

**FINANCE:**

1. The Contractor shall use established and generally accepted accounting practices. All revenue received by the Contractor shall be credited to the fiscal year of receipt, unless otherwise designated by the grantor. An audit of the fiscal year covered under this contract shall be conducted by a Certified Public Accountant, contracted and paid for by the Contractor. The Contractor shall provide a copy of the annual auditor’s report to the County by October 1st, including detail of assets, liabilities, operating reserve, and annual income and expenses. This report shall be provided to the County in June of each fiscal year.

2. The Contractor shall provide reports, records, memoranda, or other writing concerning any fiscal matter or program related to services provided in such a manner and at such times as may be required by the County.
3. The Contractor shall operate under a budget approved by its own Board of Directors and the County.

IV INFORMATION MANAGEMENT AND REPORTING

Shelter Report

The following data shall be collected and submitted to DHS on the monthly Shelter Report by the fifteenth day of the following month and shall include the following information:

1. Number of persons staying at the shelter.
2. Average length of stay.
3. Number of person turned away from the shelter due to ineligibility or lack of space.
4. Demographic overview of the clients sheltered including, but not limited to gender, sex, DOB, etc.
5. Reason/need for emergency shelter.
6. Source of referral to shelter.
7. Referrals made by the shelter to other social service programs for services that may include, but are not limited to, mental health, substance abuse, life skills, etc.
8. Financial information to include the amount and source of income and any other information reasonably required by the Commonwealth of Virginia or the County.
9. Disposition of families discharged from shelter programs.
10. All HUD Annual Progress Report (APR) Entry/Exit Information Assessment Information.
11. The Outcome Measurement Report shall be completed quarterly for clients leaving the Shelter in the previous quarter.

COLLABORATIVE SERVICE SYSTEM OF ARLINGTON (CSSA)

The CSSA system shall be utilized to enter client data specific on Shelter residents.

REQUIRED DATA

For each client the Contractor shall enter the following client information:

1. Client’s First Name, Last Name, Date, Social Security Number, and Social Security Data Quality.
2. Release of Information.
3. Additional Client Profile Information (all fields to be completed).
4. Assign all clients to a bed utilizing the Shelter Point module.
5. HUD APR Entry/Exit assessment (all fields to be completed).
6. Utilize the Service Transaction Module to record services provided by the Contractor as well as referrals made to social service programs on behalf of clients.

CONFIDENTIALITY
The Contractor shall ensure the confidentiality of client data by:

1. Requesting that each client sign the CSSA release of information form during the intake process and maintaining a copy of the signed release in the case record.

2. If the Contractor determines that a client being admitted is not capable of informed consent, the client maybe admitted but the release form shall be signed as soon as the client is capable of doing so. If a person refuses to sign the consent form, the person can still be admitted to the program and such refusal shall be documented in the client file. The client’s information shall be entered into the system but the security will be changed ensure their information is not shared except with the system Contractor and system administrator.

3. The Contractor shall take reasonable measures to ensure that only designated employees have access to the client information system. Volunteers shall not be granted access to client information system unless they have been licensed and have signed an end user agreement. The Contractor shall keep the signed statement in the employee’s file.

4. All client information entered into the CSSA system shall be checked by the Contractor for accuracy and completeness.

Anually the Contractor shall have appropriate staff sign the needed CSSA agreements; the User Agreement, the Business Associate Agreement, and the Memorandum of Agreement (MOA). The new agreements will need to be in effect before the first payment can be issued in each fiscal year.

STAFF TRAINING
The Contractor shall designate staff who must have access to CSSA and provide orientation and training to those staff members on the system and client confidentiality requirements. Training from the County is available on request or as determined is needed.

V. SERVICES BY CONTRACTOR:
The Contractor shall:

1. Provide temporary housing and supportive services at 3103 9th Road North or replacement facility selected by the County with agreement by the Contractor for up to the maximum number of persons as determined by the County use permit and the current Certificate of Occupancy;

2. Provide donated foods and other household amenities, as available;

3. Provide case management services to assist clients in assessment of needs, in identifying goals, in developing service plans (including needed services), addressing barriers to more permanent housing, and obtaining identified services. Identified services may include, but are not limited, counseling, increasing health and financial well-being, obtaining needed identity documents, increasing the household’s income,
providing counseling and relapse services, if appropriate, access to employment services, etc.

4. Assessment and development of service plans for children who enter either program. Planning shall address their physical, emotional, educational, and social needs. The Contractor will collaborate with the DHS Behavioral Healthcare Division and/or DHS Child and Family Services Division staff on service planning as needed.

5. Linkage to resources and opportunities such as financial literacy and credit repair

6. If a shelter resident is identified as a resident of another jurisdiction and has received services from that jurisdiction, the Contractor shall attempt to coordinate efforts to ensure that the resident continues to receive services from the other jurisdiction and, provided safety is not compromised in doing so, return the client to that jurisdiction as soon as possible.

7. Collaborate with County programs and services (such as Crisis Assistance Bureau, Treatment on Wheels, Homeless Programs, and Child and Family Services) regarding the development of individual service plans as needed. Not all cases will require DHS staff participation, but participation should be requested if clients present behavioral or other issues and it is anticipated that DHS services will be part of the plan.

8. Participate in regularly scheduled joint meetings and/or individual client-specific staff meetings and service plan meetings as requested by the Contractor or DHS. Joint service planning should include: (a) a release of information to be signed by clients at intake in order to exchange information between the County and the Contractor, (b) collaboration in establishing goals for residents, and (c) collaborative meetings with the client to involve them in the process of developing and updating goals.

9. When possible and appropriate for client safety, utilize Medicaid transportation services will be utilized for clients with Medicaid Insurance.

10. Conduct Breathalyzer Analysis (BA) and Urine Screening for clients that exhibit reasonable suspicion of substance abuse impairment when appropriate.

11. Early Program Dismissal: For individuals and families who develop behavioral or other concerns after admission, the Contractor shall request a treatment team meeting as soon as possible. For clients being considered for early discharge from either shelter, the Contractor will hold a treatment team meeting including DHS to problem solve and to plan for subsequent placement. Such meetings will be held only to the extent that client dismissal can wait for such action without jeopardizing the safety and wellness of the client, other residents and/or staff. If a client is dismissed without a meeting, the Contractor will call the Crisis Assistance Social Work Supervisor or the Bureau Chief and submit an incident report to the Homeless Program Coordinator.

12. Provide Life Skills training and counseling by staff and volunteers;
13. Comply with all applicable federal and state laws as related to the receipt of Housing and Urban Development McKinney homeless grant funds. The grant is authorized by Subtitle B or Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11301 (1988), as amended. The grant is further subject to the statutory program amendments made by Section 832 (b),(c),(d), and (e)(1) and (2) of the National Affordable Housing Act, P.L. 101-625, Section 1402(b),(d), and (e) of the Housing and Community Development Act of 1992 (P.L.) 102-550, approved October 28, 1992, and to HUD’s regulation at 24 CFR Part 576. The Agreement is also subject to the Consolidated Plan for Arlington County and all certifications related to the same.

http://search.hud.gov/search?q=OMB+Circular&sort=date%3Ad%3Al%3Ad1&o utput=xml_no_dtd&ie=UTF-8&oe=UTF-8&client=default_frontend&proxystylesheet=default_frontend&site=default_collection
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ATTACHMENT A

CONTRACTOR SCOPE of WORK

GENERAL PROJECT DESCRIPTION
The Contractor shall be responsible, as detailed in the Scope of Work, for operating an emergency shelter known as the Sullivan House. The program provides shelter primarily for families and individuals who are homeless and who are Arlington County residents. The Contractor will provide temporary emergency housing and case management services for women and families with children who become homeless for various reasons (i.e. loss of job, eviction, etc.). The Contractor shall endeavor to admit as many persons that present themselves for admission and are eligible up to the maximum capacity prescribed by the County use permit and the current Certificate of Occupancy.

Shelter and support services provided by the Contractor will be coordinated in conjunction with the Crisis Assistance Bureau (CAB), Homeless Programs, Behavioral Healthcare Division (BHD), and other programs provided by the Arlington County Department of Human Services (DHS) to the extent that it is reasonable and appropriate for service delivery.

ELIGIBILITY
To be eligible for admission, a prospective resident must meet the following criteria:

1. In need of an emergency shelter due to homelessness.
2. At the time of admission, not actively engaged in the use of alcohol and/or illegal drugs.
3. Present no known danger or health hazard to self or others, and is able to function in a group living environment as assessed by the Contractor.
4. Physically be able to negotiate the shelter facility and care for personal needs without staff assistance.
5. Willing to participate in life skills training and counseling by staff and volunteers.
6. Willing and able to participate in planning for post-shelter/next step housing, and related skill development to obtain and sustain this housing plan.
7. Willing and able to abide by Contractor community living expectations.
8. For all clients referred by DHS deemed ineligible by the Contractor, a written summary for each case of ineligibility shall be provided to the DHS disclosing the reasons why the client was ineligible.
CLIENT ADMISSION

For admission to the Sullivan House Home the following guidelines shall be used:

1. Intake into the Shelter is through the Coordinated Family Shelter Admissions Process.

   a. Client, client representative, or client’s social worker contacts CAB by telephone call, office visit, letter, or other means.

   b. CAB social worker interviews client (or client’s rep. or social worker) to determine if client is actually homeless and in need of shelter. For non-Arlington residents, CAB social worker will also make appropriate referrals to services within originating jurisdiction.

   c. Arlington resident - if contact by telephone call, client will be requested to come to CAB to complete application and for face-to-face interview. After interview, CAB social worker will present case at next Admission Team meeting. Arlington resident with case open to other DHS social or mental health worker – DHS worker will fill out the Family Shelter referral form and forward to CAB family shelter liaison. CAB will review form and contact social or mental health worker to schedule presentation of case at next Admission Team meeting. The CAB social worker will enter client data into CSSA system. Priority is given to Arlington residents with the expectation that at least 90% of those in the shelter will be Arlington residents.

   d. If Non-Arlington resident seeking shelter in Arlington - client is asked to fill out release of information packet. If local, client can come to CAB in person for interview if they wish. If not local, packet will be faxed or mailed. When packet is received, CAB social worker will call Dept. of Social Services in client’s locality to assess any involvement of CPS. If the client is open to CPS in their own jurisdiction, CPS and CAB will make a determination if this is an appropriate client case to be considered for admission. If Virginia resident, CAB social worker will perform inquiry in available VA on-line systems. Once initial system checks are performed, CAB social worker will interview client by phone or in person to begin assessment and gather as much information as possible. CAB social worker will present case at next Admission Team meeting. Social worker will enter client data into CSSA system.

   e. Regularly scheduled Family Shelter Admission Team meetings will take place on the 2nd and 4th Wednesday of every month. (Please call any social worker for room location.) If you wish to participate via conference call, please inform CAB Bureau Chief (or designee) as soon as possible, but at least one business day in advance. CAB social worker and/or other DHS social worker/case manager will present case at the Family Shelter Admissions Team meeting.

   f. Admissions team will discuss case and make decision:
      - Accept and refer to one or both shelters for wait list or interview
• **Defer** referral pending additional information and or assessment by BHD for mental health or substance abuse issues
• **Refer** to one or both shelter with conditions, such as mh or substance abuse treatment, regular urine screening for substances, etc.
• Deny request for referral to family shelter.

g. Family shelters: Doorways for Women and Families, Family Home and AACH Sullivan House will conduct interview and admit to shelter or put on wait list for admission when openings occur.

h. **EMERGENCY SITUATIONS**: For urgent or emergency situations (sexual or other abuse, imminent harm) CAB Bureau Chief (or designee) will request an unscheduled Family Shelter Admissions Team meeting. The meeting can be in person or by conference call.

i. One CAB social worker will be designated as Family Shelter Admission Team liaison. He/she will update the shelter waiting list spreadsheet (or other application as developed) after each meeting regarding referral status. After their interview, Family Shelters will update the spreadsheet regarding wait list, admission or denial status.

j. The Shelters will update the spreadsheet upon exit of client from shelter placement with outcome and subsequent placement.

k. A process to prioritize families on waiting list so that shelters know which families to call and admission can be expedited when unexpected openings occur is under development.

2. For emergency situations involving families with minor children, the Contractor shall contact the 24 hour Child Protective Services number at 703-228-1500. CPS on-call staff will respond to this crisis situation. When appropriate, CPS staff is authorized to coordinate shelter placement at the shelter.

3. An Arlington resident is defined as an individual who meets one or more of the following criteria:
   a. The client has a valid Arlington address prior to becoming homeless;
   b. The client has children enrolled in the Arlington County Public Schools:
   c. The client currently has an open case with Arlington County; or
   d. The client provides proof of residency with state identification or a telephone or other bill in the client’s name with an Arlington address.

4. DHS/CAB will assess non-County residents for admission on a space available basis with priority to Arlington County residents

   A non-County resident shall be defined as an individual who meets one or more of the following criteria:
   a. The client has an address outside of Arlington prior to becoming homeless;
b. The client has children enrolled in a school system other than Arlington County Public Schools;

c. The client currently has an open case with a jurisdiction outside of Arlington; or

d. The client has been referred from a social service agency outside of the Arlington County jurisdiction. In most cases, the goal shall be to return the client to their jurisdiction of origin. CAB will utilize any current inter-jurisdictional agreements with other Northern Virginia localities or coordinate the client’s return with the originating locality.

LENGTH OF STAY
The general length of stay at the Sullivan House is 90 days. The Program Director or Client Services Director may extend stays for residents beyond 90 days upon the determination that such an extension is necessary to achieve the objectives set forth in the resident’s individual service plan. If a stay is expected to extend beyond 120 days, the Contractor shall bring the family information to the semimonthly meetings of the coordinated centralized intake team to discuss.

CLIENT DISCHARGE:
For all clients discharged from the Sullivan House, the Contractor shall submit each client’s name and discharge disposition (i.e. permanent housing, terminated, etc.) on a monthly basis which includes a brief discharge summary, as well as completing the exit information required in CSSA. This information shall be presented to Coordinated Family Shelter Admissions Team.

In situations where early discharge from the shelter may occur, the Contractor will contact CAB to conduct a collaborative treatment team meeting prior to discharge of any client unless client, staff, or other resident’s safety and/or wellness are compromised by delaying dismissal until this meeting. The purpose of these meetings is to resolve problems to prevent early dismissal and/or to plan for subsequent placement.
AGREEMENT NO. 298-09

ATTACHMENT B

COUNTY RESPONSIBILITIES

PROJECT OFFICER

DHS has designated the Homeless Program Coordinator as the Project Officer for discussions of client service, policy, and clinical services and interests. The Contract Specialist will assist in resolving procedural conflicts, such as budget and situations that may arise regarding the operation of the program. As needed, the Department of Human Services ("DHS") will also designate staff in each of its divisions to facilitate the delivery and coordination of services to both shelter programs.

DHS WILL PROVIDE OR PARTICIPATE IN THE FOLLOWING:

1. DHS/CAB will participate in the referral and assessment processes for clients (county and non-county residents) for admittance to the Sullivan House shelter.

2. DHS/VIP will participate in the referral and assessment processes for non-county residents for admittance to the Sullivan House shelter.

3. DHS staff will collaborate with the Contractor to develop Individual Service Plans for clients as needed. Not all cases will require DHS staff participation, but participation will be provided as requested for residents who present with behavioral or other issues, or for whom it is anticipated that DHS services will be part of the plan.

4. DHS staff will participate in regularly scheduled meetings and individual client-specific staff meetings and service plan meetings as requested by DHS or the Contractor. Joint service planning should include: (a) a release of information form signed by client at intake for exchange of information between the County and the Contractor regarding the resident, (b) collaboration in establishing goals for residents, and (c) collaborative meetings with the client to involve them in the process of developing and updating goals.

5. DHS staff will provide orientation and training for Contractor’s staff regarding the services and programs offered by DHS and related County agencies. This will be coordinated by the Homeless Program Coordinator.

6. Within eligibility guidelines and where appropriate, DHS will provide counseling, social, financial, and other supportive services for shelter clients.

7. DHS will provide payment (up to $1,000) for emergency transportation for shelter clients when indicated. The Contractor will seek first to utilize Medicaid prior to accessing County transportation funds as previously noted unless imminent danger makes this option inappropriate.

8. DHS will arrange for short-term placement in a County approved motel for appropriate clients unable to be accommodated in either facility. The arrangement of these services should be coordinated with a DHS worker who can be contacted at a designated number. The length of the
motel stay shall be established by DHS. During the client(s) stay in the motel, the Contractor shall treat the client(s) as an extension of the existing shelter programs up to a total of 4 individuals at any given time. All services by the Contractor shall be extended to these individuals.

9. DHS will authorize the Contractor to utilize a total of four nights of hotel stays for FY 2010. These four nights may be used for a household in crisis, either a household needing to leave the shelter for a night or a household who has contacted Doorways outside of DHS business hours and the other possibilities for approval for shelter are not available. Any household not currently in the shelter who utilizes this service must be admitted subsequently through the Coordinated Family Shelter Admissions Team process.

10. DHS staff will provide training and updates as necessary regarding communicable disease and standard precautions.

11. DHS staff will conduct monitoring visits of the programs which may include a review of client files, services plans, CSSA information, job descriptions, handbooks, personnel manuals, and conducting client surveys.

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICE COLLABORATION

DHS and the Sullivan House will ensure that effective collaboration occurs for adults and children in need of mental health and/or substance abuse services.

1. The Sullivan House will provide supportive counseling to adults who present with normal responses to abnormal situations which may include but are not limited to domestic violence, emergency evaluation from an unsafe home, eviction, homelessness or resettlement in a new environment. Normal responses to abnormal situations may include, but are not limited to crying spells, mild depression, labile moods, restlessness, sense of powerlessness or hopelessness, elevated anxiety, hypervigilance, hypersensitivity to criticism, and/or disruption in eating and sleeping patterns.

2. For adults whose symptoms persist more than one week and who desire such involvement, the Sullivan House will assist those who meet the County’s criteria as Arlington County residents and who meet admission criteria, in referrals for services.

3. For adults presenting before admission with a serious mental health disorder or for whom it becomes evident were not forthcoming about this disorder prior to admission, Behavioral Healthcare staff (TOW/PATH) will provide mental health assessment, case management, therapy, psychiatric medication evaluation and prescriptions with the goal of transitioning the client into ongoing mental health care services through the Behavioral Healthcare Division.

4. For adults who are not Arlington County residents, Sullivan House will attempt to arrange for clients to initiate or continue mental health care services in their home jurisdictions. However, if this is not possible, Sullivan House will consult with TOW/PATH staff on linking the client with necessary services through Behavioral Healthcare.
5. For adults or children experiencing mental health emergencies, Sullivan House shall contact Behavioral Healthcare Emergency Services. Emergency Services personnel will follow all standard protocols and best practices when responding.

6. For adults who appear to present with symptoms of a substance abuse disorder, TOW/PATH personnel will complete a substance abuse screening. If after the substance abuse screening interview, a thorough substance abuse evaluation is deemed necessary, TOW/PATH personnel will advise and assist the client to contact Substance Abuse Outpatient Services to schedule the evaluation. Substance Abuse Outpatient Services will conduct the evaluation and provide treatment services according to standard protocols and best practices.

7. The Sullivan House shall provide supportive counseling to children who present with normal responses to abnormal situations.

8. In instances where the Sullivan House is unable to serve a child in need of an assessment and/or brief intervention, Sullivan House will refer the child to TOW/PATH for possible service. Initial mental health services for children in some cases will be provided by TOW/PATH staff.

9. If based on a clinical assessment of the TOW/PATH clinician determines that a child is in need of more intensive ongoing services, with the agreement of and in collaboration with the parent, the child will be referred to the Child and Family Services Centralized Intake Unit. Services, as appropriate, will be established in conjunction with the parents, the child, CIU staff, and Doorways staff.

10. Children who present with severe mental health and/or substance abuse issue will be referred for immediate assessment to the Child and Family Services Centralized Intake Unit.

11. Sullivan House will ensure that children who enter a shelter program with established mental health or substance abuse services continue with their services by collaborating with the established provider.

12. When child safety is a concern, Sullivan House immediately contact DHS Child and Family Services Centralized Intake Unit for guidance and resources to address safety concerns and discuss treatment options.
OUTCOME MEASUREMENTS:
Outcomes are established to track the success of efforts to remove client barriers to housing.

Submitted Quarterly, by the 10th of October, January, April and July

<table>
<thead>
<tr>
<th>Outcome</th>
<th>Output</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establishing identity documents for all household members</td>
<td>Obtaining needed identity documents for household members, such as birth certificates, social security cards, TIN numbers,</td>
<td>85%</td>
</tr>
<tr>
<td>Increasing income</td>
<td>1. Households leaving with increased employment income</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>2. Households leaving with additional mainstream benefits to which they are entitled</td>
<td>90%</td>
</tr>
<tr>
<td>Movement to permanent housing</td>
<td>Households exiting the program who enter into permanent housing</td>
<td>40%</td>
</tr>
</tbody>
</table>

Data will be reported on the monthly Service report and will be verified through CSSA. In FY 2010, baseline data will be collected. Outcome measures and targets may be adjusted as needed.
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 298-09

AMENDMENT NUMBER 2

REFERENCE NUMBER 204-11

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 256-07, as amended by Amendments No. 1 (Main Agreement) made between Arlington-Alexandria Coalition for the Homeless, 3102 9th Road, Arlington, VA 22209 ("Contractor") and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid 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.

1. CHANGE THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT AMOUNT
The County will pay the Contractor no more than $399,207 in accordance with the terms of the Payment paragraph and Exhibit A and B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

The payment shall be in four (4) quarterly installments of $99,801.75 in accordance with the terms of the Payment paragraph.

2. CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS

CONTRACT TERMS

Work under this Agreement shall continue from JULY 1, 2011 until JUNE 30, 2012 subject to any modifications as provided for in the Contract Documents.

3. REVISE ITEM 13B UNDER SECTION "INCIDENT REPORTING" IN SCOPE OF WORK TO READ AS FOLLOWS:

B) When there is repeated or significant behavior that may challenge a resident's ability to remain in the shelter, disciplinary action will be taken. Generally, progressive discipline will be applied. There will be discussion with the client on the shelter protocol and the behavior that violated this protocol. A second violation will require a notice in writing to the client with a clear statement on the action that will be taken should another incident occur. In instances of egregious behavior such as severe intoxication, public cursing/berating of staff, threats of violence, etc., immediate disciplinary action may be taken to include
expulsion. The client’s Community Assistance case worker, the Homeless Services Program, and/or the Community Assistance Bureau Chief shall be informed at the start of serious disciplinary action.

4. Add to the Section IV “Information Reporting and Management” a subsection titled “Required CSSA Monthly Reports”

With the request for reimbursement, the following reconciled data elements must be included from the CSSA system:
- A completed Data Quality Report Card (Report 242) from the ART Tool.
- A completed UDE Completeness Entry/Exit (Report 213) from the ART Tool.
- Completed Entry/Exit/Carryover Form which tracks clients who entered, exited, and carried-over for the quarter.
- The supporting documentation must be signed by the Executive Director or their designee.

5. Add to the Section IV “Information Reporting and Management” a subsection titled “Self Sufficiency and Housing Barrier Assessments”

Complete on each household the Self-Sufficiency/Housing Barriers matrices based on the standards set by the 10 Year Plan/Continuum of Care.

6. Revised Attachment C, Outcome Reports paragraph (see attached).

Terms and Conditions

All terms and conditions of the 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

SIGNED BY: [Signature]

MICHAIL D. WARREN, JR.
Purchasing Agent

DATE: 4/30/11

ARLINGTON-LEXANDRIA COALITION
FOR THE HOMELESS

TAXPAYER ID NUMBER, SSN/EIN: 54-1368464

SIGNED BY: [Signature]

PRINT NAME AND TITLE: Michael J. O’Brien, Executive Director

DATE: 5/1/11
ATTACHMENT C

SHELTER OUTCOME MEASUREMENTS

To be submitted quarterly by the 10th of: October, January, April and July

<table>
<thead>
<tr>
<th>Outcome</th>
<th>Output</th>
<th>Target</th>
<th>1st Qtr</th>
<th>2nd Qtr</th>
<th>3rd Qtr</th>
<th>4th Qtr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Obtaining needed identity documents for household members, such as birth certificates, social security cards, TIN numbers.</td>
<td>Number of documents obtained/number needed</td>
<td>85%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increasing income and future economic stability</td>
<td>1. Clients leaving with increased employment income</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Households leaving with additional mainstream benefits to which they are entitled</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Households leaving with increased skills training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Movement to permanent housing</td>
<td>Clients leaving the program who enter into permanent housing as defined by HUD in CSSA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

15% Households leaving in the quarter with increased earned income/Households leaving in the quarter who needed increased income

90% Households leaving in the quarter with increased benefits/Households who needed to apply for additional benefits

40% Households leaving with needed skill training/number who needed it and it was available
| Access to SSA/SSI | Clients in need who completed application for SSA/SSI | Number who applied/number application is warranted 20%

- Provide identifying information to link client reported to information in CSSA