NOTICE OF AWARD OF CONTRACT

TO: NORTHERN VIRGINIA FAMILY SERVICE
10455 WHITE GRANITE WAY, SUITE 100
OAKTON, VA 22124

DATE ISSUED: JULY 6, 2010
CURRENT REFERENCE NO: 220-10
CONTRACT TITLE: MONEY MANAGEMENT
PRIOR REFERENCE NO: 461-08

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MAY 31, 2011.

This is the SECOND year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 461-08, including any exhibits, attached or amendments thereto.

ATTACHMENTS:
Agreement No. 461-08 and Amendment No. 1

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: STEPHANIE BERKOWITZ
VENDOR TEL. NO.: 703-385-3267
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703-385-5261
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-0791977
EMAIL ADDRESS: sberkowitz@nvfs.org

COUNTY CONTACT: CAROLYN FERGUSON
COUNTY TEL. NO.: 703-228-1700

CONTRACT AUTHORIZATION

Ivette Gonzalez
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
AGENCY: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 461-08

AMENDMENT NUMBER 1

NEW REFERENCE NUMBER 220-10

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 461-08 ("Main Agreement") and made between Northern Virginia Family Services ("Contractor"), 10455 White Granite Way, Suite 100, Oakton, VA 22124, a Virginia corporation authorized to do business in the Commonwealth of Virginia, 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.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement will commence upon the execution of the Agreement by the County and will continue until from June 1, 2010 until May 31, 2011.

ADD THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT AMOUNT
The County will pay the Contractor an amount not to exceed $37,238 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

REVISED PARAGRAPH "POPULATION COVERED BY THIS PROGRAM" IN EXHIBIT A - SCOPE OF WORK TO READ AS FOLLOWS:

POPULATION COVERED BY THIS PROGRAM
Arlington County residents age 60 or over, who need subsidized bill paying services. In addition to the Contractor's outreach, clients may be referred to the service through the Department of Human Services and other services providers.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. 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.
THE BALANCE OF THE AGREEMENT REMAINS UNCHANGED.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 7/6/10

NORTHERN VIRGINIA FAMILY SERVICES

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Mary Agee, President & CEO
DATE: 6/28/10
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 461-08

THIS AGREEMENT is made, on the date of execution by the County, between
Northern Virginia Family Service (Contractor), 10455 White Granite Way,
Suite 100, Oakton, VA 22124 [Corporation] an 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), Exhibit B (Application for Grant of Older Americans Act Title III
funds) and Exhibit C (VDA Service Standard for Money Management). 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 primary purpose of the Work
is to create and provide to the County specialized bill paying and
Financial Management services to persons 60 years of age or older. 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, Agency on Aging 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 May 1, 2009 and shall be completed no later than June 30, 2010 ("Initial Contract Term"), 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 a Notice Of Award authorize continued operations of the Contractor under the contract unit prices for not more than four additional twelve (12) month periods from July 1, 2010 to June 30, 2014 (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.

PAYMENT
Payment to the Contractor for hourly work performed is contingent upon the satisfaction of the Arlington County Project Officer. Payment will be made to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for Work done for each Deliverables as detailed in Exhibit A which is accepted by the Project Officer.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or 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.

REIMBURSABLE EXPENSES
No expenses except those identified in this Agreement as project related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within 30 days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor’s cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

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 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.

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

HIPAA COMPLIANCE
The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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 Act of 1986.

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.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

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.

Agreement No. 461-08
CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

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

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

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work under this Contract.
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 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 shall secure an independent certified public accountant's audit of its finances and program operation after the close of each fiscal year (June 30), but no later than September 15 of each such year, and shall forward to the County the findings of such audit in whole, including the management letter or other ancillary audit components, and permit the County to make such review of the records of the contractor as may be deemed necessary by the County to satisfy audit purposes. In instances where a management letter was not prepared as an audit function, the Contractor must so certify in writing to the County at the time the audit report is submitted. All accounts of the Contractor are subject to such audit, regardless whether the funds are used exclusively for specific program activities or mingled with funds for other agency activities.

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

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

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

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.

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 DEFAULT
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, 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 the default within the fifteen (15) days 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. However, 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 in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of 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 default 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.

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.

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

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:

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.

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." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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 shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

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 judgement 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

NORTHERN VIRGINIA FAMILY SERVICES

AUTHORIZED SIGNATURE: [Signature]

AUTHORIZED SIGNATURE: [Signature]

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

NAME AND TITLE: [Name] PRESIDENT & CEO

DATE: 03/11/09

DATE: 03/10/09

Agreement No. 461-08
AGREEMENT NO. 461-08

EXHIBIT A

SCOPE OF SERVICES

SERVICE REQUIREMENTS
The Contractor shall pay bills for older residents of Arlington County with age-related impairments, who cannot afford private services, who need these services to maintain their independence, and to link them with other required services.

The Contractor shall provide money management/bill paying services in accordance with the requirements of the Virginia Department for the Aging Service Standard for Money Management Services (EXHIBIT c):

The Contractor shall provide the services required in this solicitation, including, but not limited to:

1. Planning, organizing and managing bill payment.
2. Assisting in establishment of checking/or savings account.
3. Ensuring amounts billed are correct.
4. Writing checks for client’s signature for bill payment.
6. Assisting with day to day money management.

The Contractor shall not perform any of the following activities:

1. Managing or giving advice on investments, trusts, etc.
2. Financial planning, advice or any investment purchase, sale or exchange but may include review of documents to determine the existence of any fraud or exploitation.
3. Tax preparation, or tax advice.
4. Maintain possession of client’s money for more than 24 hours.

POPULATION COVERED BY THIS PROGRAM
Arlington County residents age 60 or over, who need subsidized bill paying services, as determined by the Arlington County Department of Human Services.

The Contractor shall follow these process requirements:

1. Each client shall sign a written agreement of participation in the program before any services are provided.
2. Each client shall be informed of the opportunity to pay toward the cost of the service using the sliding-fee scale approved by the Virginia Dept. for the Aging. Upon review with Agency on Aging Contract Manager, on a case by case basis, it is possible that the client may not be denied service based on his/her inability or unwillingness to pay for services. These decisions will
be based on available funding and individual circumstances.

3. For each client, the Contractor shall create a written plan delineating responsibilities of both parties.

4. The Contractor shall complete a short UAI (Uniform Assessment Instrument) for each client.

5. The Contractor shall maintain a records system and sufficient checks and balances to ensure that the clients' rights are protected.

6. In performing these services, the Contractor may use any electronic tool available to the Contractor as long as the client's privacy/confidentiality is maintained.
APPLICATION FOR GRANT OF OLDER AMERICANS ACT TITLE III FUNDS
FROM THE ARLINGTON AGENCY ON AGING

(EXHIBIT B)

NAME OF PROJECT:

Money Management Program

APPLICANT ORGANIZATION:

Northern Virginia Family Service

APPLICANT ADDRESS:

10455 WhiteGranite Drive, suite 100
Oakton, VA 22124

TELEPHONE NUMBER:

703-385-3267

E-MAIL ADDRESS:

sberkowitz@nvfs.org

CONTACT PERSON:

Stephanie Berkowitz

Total Older Americans Act Funds Requested ($36,282 maximum):

$36,282

Other Funds Available (List by Source)

Federal:

$0

Participants’ Fees:

$0

In-Kind:

$0

Other (Specify) Projected 2010:

$5,000 Projected 2010

Total Funds Available to Project:

$41,282
APPLICATION FOR GRANT OF OLDER AMERICANS ACT TITLE III FUNDS
Page 2

MONEY MANAGEMENT

Number of (unduplicated) persons to be served by this project: 60
Number of service units (individual hours) to be provided by this project: 1620

Mary Agee, President/CEO
Name of Applicant

______________________________
Signature of Applicant

Title of Applicant

11/17/08
Date
MONEY MANAGEMENT
VIRGINIA DEPARTMENT FOR THE AGING
SERVICE STANDARD

Definition
Money Management service is assisting eligible older persons in making decisions and completing tasks necessary to manage day-to-day financial matters. The objective of money management services is to enable older persons to maintain financial stability, thereby promoting their well being, independence and self-determination, while protecting their interests and rights.

Eligible Population
Money Management services are targeted to persons 60 years of age or older who are in the greatest economic and social need, with preference given to low-income minority individuals and those older persons residing in rural or geographically isolated areas.

Service Delivery Elements
The Area Agency on Aging or service provider must perform all of the following components of money management services:

Assessment
The process of identifying, analyzing and prioritizing the needs of older persons utilizing the Virginia Service – Quick Form and other client assessment documents.
- Federal Poverty should be determined and documented. The Federal Poverty/VDA form may be used.
- Any fee for service charge to the client shall be determined by the applicable sliding fee scale.

A service specific assessment shall be performed on each potential client, which determines:
- Whether the person meets the criteria specified in eligible population
- Identifies the person’s service-specific needs
- What level of priority for service delivery the person meets

Service Plan
A written individualized service plan shall be developed (with client input) which identifies the service activities to be provided for the client in response to established need. The plan is to be established prior to service commencement by the service provider. The service plan shall include:
- Identified service needs
- Services to be delivered
- Goal(s) and objective(s) of service(s)
- Service unites to be provided

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1 Older Americans Act of 1965 as amended, Section 306(a)(4)(A)(i)
Service Agreement
A service agreement shall be completed between the older person and the service provider. Both must sign the agreement and the older person must receive a copy. The service agreement shall:
- Explain the service activities to be provided
- List scheduled hours/days of service provision
- Provide information regarding voluntary contributions/fees
- Explain emergency procedures

Independence Encouragement
It is important to elicit the older person’s participation in Money Management activities to the greatest extent of their capabilities. Making lists of things for the client to do between visits can be helpful. Using different colors of paper for different types of tasks can also help the client with organizing. If only some bills are a problem, the client should continue to handle those that are not. For example, the client may always pay the rent on time, but cannot manage other bills. The client should continue to pay the rent, therefore, while the service provider handles the other bills. The provider shall record evidence of this activity in the client record.

Service Activities
Service activities provided may include performing or providing assistance with:
- Budget set-up and monitoring
- Establishing a checking and/or savings account
- Arranging direct deposit for all income sources
- Making bank deposits
- Planning, organizing, and managing bill payment
- Writing checks for client’s signature for bill payment
- Making cash transactions/change
- Checkbook balancing
- Bank statement reconciliation
- Organizing and managing Medicare benefits reconciliation
- Organizing and managing Medicare supplemental insurance benefits reconciliation
- Organizing and managing long-term care insurance benefits reconciliation
- Organizing and managing other health/medical insurance benefits reconciliation
- Organizing and managing any other insurance (e.g. homeowners, renters, automobile, etc.) benefits reconciliation

Prohibited Activities Include
- Any activity related to being a “credit services business,” i.e., receiving any form of payment for:
  - Improving a consumer’s credit report, history or rating
  - Obtaining an extension of credit for a consumer
  - Providing advice or assistance to a consumer with regard to either of the previous two items.
- Managing or giving advice on investments, trusts, etc.
- Income tax preparation, completion and/or filing
• Maintaining possession of an older person’s money for man than 48 hours
• Any activity related to appointment as Power of Attorney

Documentation
Service provision shall be recorded following each time service is provided.

Reassessment
A reassessment of the older person’s continued need for service(s), the amount of service(s) provided and the appropriateness of the service plan shall be performed annually, or when the older person’s condition/situation changes.

Administrative Elements
Termination
Service will be terminated at the discretion of the provider. Written notifications of service termination shall be mailed 10 business days prior to the date the action is to become effective.

Staff Qualifications
Staff qualifications for the Money Management service shall be established by AAA and/or provider policy and shall include:

• Knowledge of:
  • Biological, psychological and social aspects of aging
  • Impact of disabilities and illnesses on aging
  • Community resources and consumer rights
  • Sound money management practices

• Skill in:
  • Establishing and sustaining interpersonal relationships
  • Planning, organizing and managing financial matters
  • Analyzing and solving problems
  • Advocacy
  • Negotiation

• Ability to:
  • Communicate with persons of diverse socio-economic backgrounds
  • Work independently
  • Allow the older person to participate in money management activities to the greatest extent of their capabilities

Job Descriptions
For each paid and volunteer position funded by Title III of the Older American’s Act, an Area Agency on Aging shall maintain:

• A current and complete job description which shall cover the scope of an Money Management services staff duties and responsibilities
• A current description of the minimum entry-level standards of performance for each job.2

2 22VAC5-20-250 Grants To Area Agencies On Aging, Department for the Aging Regulations, Virginia Administrative Code
Units of Service
Units of service must be reported in AIM for each client receiving the service. Service units can be reported by client on a daily basis, but not aggregated (summarized) more than beyond one calendar month.

- Individual hours
- Persons served (unduplicated)

Program Reports:
- Aging Monthly Report (AMR) to VDA by the twelfth (12th) of the following month. If the Area Agency on Aging provides this service, this report must be updated and submitted even if no expenditures or units of service occurred.
- AIM client level data transmitted to VDA by the last day of the following month.

Consumer Contributions/Program Income
The Area Agency on Aging shall formally adopt written policies and procedures, approved by the governing board, regarding the collection, disposition, and accounting for program income. There must be a written policy on handling of Client Program Income (CPI) and other gratuities and donations.

Cost Sharing/Fee for Service: An Area Agency on Aging is permitted to implement cost sharing/fee for service for recipients of this service.

AND/OR

Voluntary Contributions: Voluntary contributions shall be allowed and may be solicited for this service, provided that the method of solicitation is non-coercive.

Allowable Costs
Incurred costs shall conform to cost principals and other applicable federal and state regulations and shall be attributable to the specific service activities.

Quality Assurance

Criminal Background Checks:
- VDA strongly recommends that the agency and its contractors protect their vulnerable older clients by conducting criminal background checks for staff providing any service where they go to or into a client's home.
**Staff Training**

- *(Initial)* in-depth orientation on agency policies and procedures, community characteristics and resources and procedures for delivering allowable activities under this service.
- *(On-going)* a minimum of ten (10) hours of in-service or other training per year, the content of which shall be based on the need for professional growth and upgrading of knowledge, skills and abilities.

**Supervision**

Consultation, supervision and case review shall be available to all staff providing this service.

**Program Evaluation**

- The agency should conduct regular systematic analysis of the persons served and the impact of the service.
- Subcontractors shall be monitored annually.

**Monitoring:**

Annually each MM client's financial records will be reviewed by a person independent of program supervision and program service delivery with review findings documented.

**Records**

- Virginia Service – Quick Form (At a minimum, this form must be updated annually).
- Federal Poverty documentation and Cost Sharing (Fee for Service) calculations must be part of the client record. The Federal Poverty/VDA Sliding Fee Scale form may be used.
- Service plan
- Service agreement
- Service delivery documentation; progress reports
- Independence encouragement of documentation
- Consent to Exchange Information form as necessary
- Reassessment documentation
- Termination documentation as necessary
- Program evaluation
- Supervision documentation
- Monitoring documentation