



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201  
(703) 228-3410

**REQUEST FOR PROPOSALS NO. 24-DHS-RFP-509**

**ELECTRONIC SEALED PROPOSALS WILL BE RECEIVED BY ARLINGTON COUNTY VIA VENDOR REGISTRY, UNTIL 5:00 P.M. ON THE 12<sup>TH</sup> DAY OF JUNE 2024 2024 FOR:**

**HOMELESSNESS RESPONSE SERVICES**

**VENDORS ARE REQUIRED TO REGISTER ON [VENDOR REGISTRY](#) IN ORDER TO SUBMIT A RESPONSE TO THIS REQUEST FOR PROPOSAL. NO RESPONSES WILL BE ACCEPTED AFTER THE PROPOSAL DUE DATE AND TIME.**

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA BEFORE CONTRACT AWARD (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

**PREPROPOSAL CONFERENCE**

A virtual preproposal conference will be held at 10:00 a.m., Monday, April 29<sup>th</sup>, 2024 on Microsoft Teams to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. To join the meeting, please click the following [link](#), or join by dialing +1 347-973-6905 and enter Conference ID619849685#. ATTENDANCE AT THE PREPROPOSAL CONFERENCE IS OPTIONAL. Minutes of the preproposal conference will be recorded by the County and may be incorporated into the solicitation documents through an Addendum. Interested Offerors are, however, urged to attend.

Arlington County, Virginia  
Office of the Purchasing Agent

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## **I. INTRODUCTION TO EVALUATION PROCESS**

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

### **MANDATORY REQUIREMENTS**

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

**II. INFORMATION FOR OFFERORS**

**1. SOLICITATION SCHEDULE**

**RFP No. 24-DHS-RFP-509 – TENTATIVE SCHEDULE**

RFP ISSUANCE	4/17/2024
PREPROPOSAL CONFERENCE	04/29/2024 @ 10:00 a.m.
QUESTION DEADLINE	05/10/2024 at 5:00 p.m.
ADDENDUM ISSUANCE (if applicable)	05/17/2024
<b>PROPOSALS DUE</b>	<b>06/12/2024 at 5:00 p.m.</b>
CONTRACT AWARD	TBD

**2. QUESTIONS AND ADDENDA**

OFFERORS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS REQUEST FOR PROPOSALS.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of the **RFP No. 24-DHS-RFP-509**. Prior to the award of a contract resulting from this solicitation, Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

**QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY FRIDAY, MAY 10<sup>TH</sup>, 2024, AT 5:00 P.M. EASTERN TIME TO BE CONSIDERED FOR ADDENDUM. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL OFFERORS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.**

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County’s technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

**3. OFFERORS’ RESPONSIBILITY TO INVESTIGATE**

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

**4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION**

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors’ proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

**5. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

**6. NOTICE OF DECISION TO AWARD**

When the County has made a decision to award a contract(s), the County will post an Award Notice or Intent to Award to [Vendor Registry](#).

**7. TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

**8. FINANCIAL STATEMENT**

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

**9. DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred, enjoined, or suspended from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred, enjoined or suspended from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

**10. CONFLICT OF INTEREST STATEMENT**

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

**11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS**

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

**12. AUTHORITY TO TRANSACT BUSINESS**

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

The County reserves the right to waive this requirement at any time, for any reason.

**13. EXCEPTIONS TO TERMS AND CONDITIONS**

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

**14. INSURANCE REQUIREMENTS**

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

**15. ARLINGTON COUNTY BUSINESS LICENSES**

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail [mailto: business@arlingtonva.us](mailto:business@arlingtonva.us).

**16. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods

and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s). The County does not guarantee that the selected Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

**17. LIVING WAGE CONTRACT**

If this solicitation and the resulting contract are subject to the Service Contract Wage (also called “Living Wage”) provisions covered under Article 4-103 of the Arlington County Purchasing Resolution, all employees of any Contractor or subcontractor working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid an hourly wage no less than the Living Wage published on the County’s website. By submitting a proposal, the Offeror certifies that it will comply with this provision and will ensure that its subcontractors, if any, do so as well. (Refer to draft Contract Terms and Conditions for further Living Wage details specific to this solicitation/contract.)

**18. RIDER CLAUSE**

Offerors will have the option to extend any contract resulting from this solicitation as follows:

**A. Extension to Other Jurisdictions**

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

**B. Inclusion of Governmental & Nonprofit Participants**

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

**C. Contract Agreement**

The Contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

**19. ELECTRONIC SIGNATURE**

If awarded, the Offeror may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

### **III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 24-DHS-RFP-509**

The intent of this solicitation and resulting agreement is to obtain the services of a qualified Contractor to provide homeless response services in Arlington.

Arlington County Department of Human Services (DHS), Economic Independence Division (EID), is seeking qualified offerors to submit proposals for six parts in this RFP. Offerors may submit proposals for one, several or all six parts of this RFP.

#### **INTRODUCTION TO ARLINGTON COUNTY**

Arlington County is located in the Commonwealth of Virginia and is the second-largest principal city of the Washington D.C. metropolitan area. Arlington County is situated in Northern Virginia on the south bank of the Potomac River directly across from Washington, D.C. Arlington is also bordered by Fairfax County and City of Falls Church to the northwest, west and southwest, and the City of Alexandria to the southeast. With a land area of 26 square miles (67 km<sup>2</sup>), Arlington is the geographically smallest self-governing County in the United States. Arlington County is home to an estimated at 235,764 people, which would make it the fourth-largest city in the Commonwealth if it were incorporated as such.

#### **ARLINGTON COUNTY GOVERNMENT DEPARTMENT OF HUMAN SERVICES (DHS)**

The Arlington County Department of Human Services (DHS) promotes the health, safety and economic stability of Arlington's residents. It is the largest department in Arlington County, providing services to more than 58,000 residents per year with an approximately \$141 million annual budget, more than 700 staff, and 140 programs. As an integrated agency with public assistance, social service, behavioral healthcare, housing, public health, adult and aging services, and employment programs located within one department, DHS is well equipped to meet the complex needs of at-risk family/youth and family residents. DHS serves the full realm of human needs throughout Arlington County and its mission is to strengthen, protect, and empower Arlington residents in need. DHS provides services directly and serves as a catalyst for community action, working toward greater community collaboration.

#### **DHS-ECONOMIC AND INDEPENDENCE DIVISION**

Located within the Arlington County DHS is the Economic Independence Division (EID), which is one of five operating divisions within DHS. DHS-EID has direct oversight of the emergency homeless shelters. DHS-EID staff will serve as the Program Officer for this solicitation. EID has more than 150 staff working on a diverse set of programs to support thousands of clients each year. Arlington County's DHS and EID have significantly reduced homelessness, provided permanent supportive housing to residents living with disabilities, formed strong partnerships with non-profits, and provided a safe place for all residents to receive help. Some of the services include:

- Public Assistance benefits such as Medicaid, Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP)
- Emergency eviction prevention and financial assistance
- Community Outreach and Homeless Services
- Employment counseling, training and job placement
- Rental assistance (including Housing Grant Program, and the Housing Choice Voucher Program)
- Permanent Supportive Housing
- Customer Service Center, a one-stop center to connect clients to the services they need



EID services form the core of Arlington County's safety net for low-income clients. The Division assists eligible Arlington residents in achieving and maintaining housing stability.

## **BACKGROUND**

The County's low-barrier emergency shelter programs offer safe, temporary shelter to families with children; single adults; and transition age youth (TAY), defined as young adults aged 18 to 24 years old, who are experiencing homelessness. Arlington's homeless response services align with best practices and work to promote rapid attainment of permanent housing. The terms clients, shelter guests, program participants, and customers are used interchangeably throughout this RFP.

Arlington County has a core network of interconnected programs and services called the Continuum of Care (CoC) that it provides through DHS and non-profit organizations to assist Arlington residents who are experiencing homelessness or at risk of becoming homeless. Arlington County's DHS serves as the CoC lead and coordinates the efforts of the CoC. In this role, DHS provides guidance and technical assistance to CoC members as stipulated by federal and state mandates. The CoC provides the foundation for a broader community partnership that is working toward the shared goals of preventing homelessness before it occurs and assisting clients experiencing homelessness to gain stable housing as quickly as possible. The CoC directly provides or connects clients with an array of services that include: behavioral health services, permanent supportive housing, public benefit(s) application assistance, street outreach and engagement, emergency shelters, transitional housing programs, and rapid rehousing programs.

As part of the CoC, the selected shelter operators will join a consortium of private and public stakeholders representing local government, non-profit organizations, businesses, faith organizations, law enforcement, and Arlington residents within the community to prevent and end homelessness. The Arlington County CoC coordinates and implements policies and procedures for a comprehensive housing-first system of care that includes the following:

- Diversion and Targeted Prevention services for clients at risk of experiencing homelessness
- Outreach to and engagement of people living outside or in places not meant for human habitation throughout Arlington County
- Assessment, information and referral (via Centralized Access System (CAS) and a coordinated entry process)
- Emergency shelters to provide temporary, safe and welcoming spaces for individuals and families
- Rapid Rehousing, which shortens the length of time clients experience homelessness by providing assistance with a housing search and then short-term rental assistance and supportive services in permanent housing in the community.
  - Transitional housing for clients in recovery who may need additional services to transition to safe, stable, permanent housing.
  - Permanent supportive housing to meet the needs of clients with disabling conditions and/or those who experience chronic homelessness.

Arlington County DHS is committed to delivering client services in an effective, equitable, respectful, and trauma-informed manner. County staff are dedicated to ensuring clients are approached, engaged, and cared for in ways that demonstrate competency, sensitivity, and awareness of factors that impact the client experience, including but not limited to: cultural identity, gender identity, racial and ethnic diversity, religious/spiritual ascription, physical capability and appearance, cognitive and literacy levels, sexual orientation, and linguistic needs. It is expected that each offeror is committed to these principles.

In 2008, Arlington County, Virginia began the implementation of a 10-Year Plan to Prevent and End Homelessness (“the 10-Year Plan”). Since the plan’s resolution, the Arlington Continuum of Care undertakes regular strategic planning, typically every 3-4 years. Data collected from the Homeless Management Information System (HMIS) throughout the contract period will be utilized to develop future policies for persons at-risk of and currently experiencing homelessness. The current strategic plan to prevent and end homelessness, [A Way Home For All](https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Arlington-County-Efforts-to-Address-Homelessness), can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Arlington-County-Efforts-to-Address-Homelessness>. This RFP aligns with and promotes the priorities of this plan.

Arlington County DHS has spent well over a decade strengthening its crisis response system to prevent and resolve homelessness by connecting people swiftly to permanent housing opportunities and the support needed to sustain housing. Street Outreach, Emergency Shelters, and Day Programming are critical components of this system and its mission to make homelessness rare, brief and non-recurring by providing affordable and sustainable housing, tailored services and by centering the voices and expertise of people with lived experience of homelessness.

All shelters are County-owned properties. The maintenance of the shelter buildings and their major structural systems are performed by DES, other County staff, and contractor staff. Shelters are located at the following addresses:

- Sullivan House Family Shelter: 3103 9th Road North, Arlington, VA
- Homeless Services Center (HSC): 2020 14th St N. A, Arlington, VA
- Residential Program Center (RPC): 1554 Columbia Pike, Arlington, VA

All shelter admissions are referred by Arlington County’s Centralized Access System. Each emergency shelter is operated as a low-barrier shelter. This means there are no pre-condition requirements, such as sobriety, breathalyzing, urinalysis testing, or requirements to engage in services prior to entry. Furthermore, staying in a low-barrier shelter should be easy, and dismissals must be reserved for isolated incidents of violence or other behaviors that pose a safety risk. Clients voluntarily participate in services and may be reluctant to engage in mental health, substance abuse, or other types of treatment. Shelter staff are encouraged to offer services or treatment through creative approaches, such as motivational interviewing and assertive engagement, ensuring services offered are accessible and meaningful to clients. Shelter operations and services are aligned to help clients secure permanent housing as quickly as possible. These efforts also link County residents with needed follow-up support to help stabilize their housing situation, also managed in coordination with the Centralized Access System.

The **Sullivan House Family Shelter (Sullivan House)** is a 45-bed apartment-style, non-congregate emergency shelter that provides services to pregnant women, families with children, and, if capacity allows, single transition-age youth (TAY) ages 18-24 and other single adults.

The **Homeless Services Center (HSC)** is an emergency shelter serving 55 individuals year-round. Of the 55 year-round beds, 36 beds are for men, 14 beds are for women, and five beds are designated for medical respite care under the supervision of a nurse practitioner. In addition to the year-round shelter, the HSC also provides an additional 25 beds from November through March during hypothermia season. The HSC serves as a day program for those residing at HSC or engaging in outreach services. Depending on capacity and clients’ needs, the HSC may also serve TAY.

The **Residential Program Center (RPC)** is a 42-bed emergency shelter serving single adults with 24 beds for men and 12 beds for women. Six additional beds in two rooms are set-aside for the Jail Diversion Pilot Program (also designated for men), known as the Re-Entry Programming Unit (RPU). Admission to the RPU beds, as well as the primary case management services for enrolled clients, is managed by the Arlington County Behavioral Health Division (BHD). When enrolled in RPU, RPU staff can access community space at RPC for groups and program activities. RPU clients may also participate in the RPC day program. BHD staff works in coordination with the RPC operator for client discharge planning. The RPU Scope of Work can be found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

In addition to year-round shelter, RPC also provides an additional 15 beds during the November through March hypothermia season. The RPC also serves as a day program for those residing at RPC or engaging in outreach services. Depending on capacity and client's needs, the RPC may also serve TAY.

The RPC does not have a commercial kitchen for use. Currently, the meals are provided by a contracted catering service.

**Street Outreach Services** engage people experiencing unsheltered homelessness or people living in places not meant for human habitation. The approach's primary goal is to assist people in coming inside, whether to an emergency shelter or directly to permanent housing. Outreach most likely begins with proactive engagement fostering trust and relationship-building by providing access to basic needs, like food, clothing and supplies. Persons may be encouraged to participate in available shelter day programming, medical treatment, or behavioral health services depending on presenting needs. These services work in tandem/coordination with street outreach services provided by Arlington County's Behavioral Health Division's Treatment on Wheels (TOW) Community Outreach programs.

**Non-Congregate Shelter Overflow** – this is a new program the County wants to implement. It is anticipated that the program will provide expanded shelter capacity for families and single adults on an as-needed basis to meet the real or projected needs of persons experiencing homelessness requesting emergency shelter when existing shelter capacity is full and with the County's prior approval. The scope of work may be exercised at any point during the contract term. The Contractor will provide emergency shelter at non-congregate sites, such as motels (not to exceed area per diem rates), master-leased apartments (not to exceed Fair Market Rents (FMRs)), or using leveraged, non-congregate spaces identified in partnership with area faith-based organizations, community organizations, etc. Non-congregate shelter overflow may be for a short-term need (e.g. temporary hotel overflow), and/or for a long-term period (e.g. multiple-year, managed apartments).

Estimating a point-in-time need is challenging based on the evolving and dynamic nature of social, environmental, and economic factors. The following are estimated ranges of a point-in-time need for single adults and families:

- Single adults: 10 – 30 people
- Families: 5 – 15 households (15 – 45 people)

Non-Congregate Shelter options for families will be considered in proposals submitted for Sullivan House operations. Single-adult, non-congregate shelter options will be considered as separate proposals and, if awarded, may be included with the operations of either the HSC or RPC operations.

**Arlington Mill Permanent Supportive Housing (PSH) On-Site Programming** – Located at the Arlington Mill Residences, 901 S. Dinwiddie St., Arlington, VA 22204, this is a new service the County wants to implement. The programming will expand existing operations of the Arlington County Arlington Mill PSH Program operated by the Department of Human Services, Housing Assistance Bureau’s Local PSH Program. It is anticipated that the additional on-site programming will provide 60 hours per week of program oversight and therapeutic, community programming to engage and support participants in the PSH Program. On-site programming will ascribe to the Housing First and assertive engagement principles that aim to proactively engage and build trust and rapport with PSH tenants in the goal of successful tenancy and recovery.

Services and operations will be coordinated with the local PSH Program. Clients referred to this program will be selected in accordance with the [Arlington County Local PSH Admissions Policy](#).

Offerors must familiarize themselves with the documents cited in this RFP. A clear understanding of these documents is required for the successful operation of the shelter if awarded the contract.

#### **IV. SCOPE OF SERVICES**

**Part 1:** Operate the Sullivan House Family Shelter and expanded non-congregate shelter overflow for families and single young adults aged 18-24 (Transition Age Youth -TAY).

**Part 2:** Operate the Homeless Services Center (HSC) to include:

- Emergency shelter operations
- Day program operations
- Medical Respite Program operations

**Part 3:** Operate the Residential Program Center (RPC) to include:

- Emergency Shelter operations
- Day Program operations

**Part 4:** Provide Street Outreach Services to people sleeping in places not meant for human habitation.

**Part 5:** Provide non-congregate shelter overflow for single adults.

**Part 6:** Arlington Mill permanent supportive housing onsite programming.

#### **I. COMMON EXPECTATIONS FOR PARTS 1 THROUGH 6**

**Transition:** A new contractor selected for any of the parts must work with the current contractor and Arlington County to implement a 60-day transition plan and budget for assuming the operation of the shelter or program.

**Common Best Practices:** Implementation of best practice solutions that include Voluntary Services, Housing First, Housing Location Services, Motivational Interviewing, Housing-Focused Case Management, Trauma Informed Care, Harm Reduction, and Progressive and Assertive Engagement.

**General Case Management:** Clients and program participants are engaged through housing-focused case management services and the connection to mainstream resources and benefits. Staff will be knowledgeable about benefits and services available to clients and know how to refer participants to needed services, including non-cash and cash benefits and employment services to increase and maximize income and employment. Staff will assist participants in completing annual tax returns and provide budgeting and credit counseling guidance. The Contractor shall ensure at least one staff is certified in SOAR (Social Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery) for purposes of assisting participants in attaining benefits. The Contractor will ensure participants are connected to TANF, SNAP, Medicaid/Medicare, childcare vouchers, health care access, and behavioral health services, as appropriate. The goal is to support clients in stabilizing their living situations, improving their mental and physical health, and increasing their independence. These are not conditions for housing, but efforts to connect people to supports and services to assist in housing stability in the long-term. Efforts in started in emergency shelter may continue as people move into permanent housing.

**Clinical Case Management:** Given the traumatic experiences individuals and families experiencing homelessness face (often complex and persistent/chronic in nature) and the rates of mental illness and substance use among people experiencing homelessness, Contractors must have capacity to provide

clinical or therapeutic support while also focusing on housing and connections to services named above. This may be in the form of clinically licensed case managers, clinical supervision, crisis intervention support and intervention, or other forms of staffing and services that can assist and guide clinical interventions to stabilize and assist clients on their pathway to attaining and maintaining housing.

**Equitable Access and Affirming Services:** Provide equitable access and reasonable accommodations, including but not limited to:

1. Ensuring best practices pertaining to providing inclusive and affirming shelter to those within the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and etc. (LGBTQIA+) community.
2. Ensuring access to language interpretation services is available for clients. Providing 24-hour access to telephone interpretation services for languages other than English every day of the year and written translation of documents as needed. The Contractor must accommodate the special communication needs of all clients and program participants, including American Sign Language (ASL).
3. Complying with all Americans with Disabilities Act (ADA) rules and requirements pertaining to service animals and emotional support pets, Public Accommodations laws, and Fair Housing requirements.
4. Utilizing peers (people with lived experience) in shelter and outreach operations.
5. Within one month of execution of the Agreement, and annually thereafter the Contractor shall provide a copy of its written Limited English Proficiency (LEP) implementation plan as outlined in [Centralized Access System \(CAS\) Policy. The plan must be updated annually based on evolving language needs in the community.](#)

**Staffing and Organizational Practices:** For the above-mentioned best practices to be implemented successfully, the organizational environment must be supportive, affirming, and foster a trauma-informed culture. In addition to the Contractor complying with all relevant local, state, and federal laws in the operations and delivery of homeless services and housing, the Contractor shall operate all programs in accordance with the following requirements:

1. Provide facility and record access to DHS staff conducting program monitoring, including, but not limited to, financial records, programmatic reviews, client files, program and personnel handbooks and procedures, job descriptions, and audits. Monitoring site visits will occur annually unless otherwise communicated by DHS.
2. Have policies and procedures that include:
  - a. Recruitment and selection, termination, performance evaluation, staffing schedules, personnel records and staff qualifications, bilingual staff positions, language interpretation services.
  - b. Written job descriptions that describe in detail responsibilities and qualifications for all positions. Job descriptions must be kept up to date and if changes are made, an updated job description must be submitted to DHS's Project Officer. Provide flexibility in job descriptions to ensure availability of staff to accompany clients to off-site appointments and other community-based activities as necessary to accomplish action steps defined in Individual Housing Plans.
  - c. Required trainings.
  - d. Personnel practices that embed equity, diversity and inclusion into the workplace to support and promote organizational diversity.
  - e. Volunteer recruitment, vetting and training.

**The Contractor must provide a copy of the policies and procedures upon request of the County.**

**Data, Record Retention, and Privacy:** Records must be kept accurate and confidential to protect personal identifiable information. This includes, but is not limited to:

1. Paper files must be secured in a secure location, in locked, fire-resistant filing cabinets when not in use. Staff who require documentation in the community (during home visits or other services rendered in the community), shall travel with only those client records needed for purposes of a particular meeting or service provided and will ensure client records remain with the person (and are not left in vehicles, etc.). Ensure HIPAA compliance by safeguarding any personal, medical or identifying information.
2. Should the contractor maintain electronic records as an alternative or supplement to traditional paper files, the contractor must ensure access to files and network access is secured by password protection. Email communications regarding clients must redact, encrypt, or otherwise protect Private Personal Information (PPI).
3. Maintain clients' records for three years after the last documented interaction with the client, unless Arlington County takes possession of the records prior to that date, and unless another project funder requires longer retention periods. In any instances when retention periods must exceed the County's 3-year policy, the Project Officer will be notified.
4. The Contractor must maintain data according to CoC Homeless Management Information System (HMIS) Standard Operating Procedures (SOP)/Protocols found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.
5. The Contractor must follow Written Client Consent for CoC Network Data Sharing protocols as outlined in the HMIS SOP/Protocols.
6. The Contractor is responsible for ensuring staff utilize and enter data in HMIS according to the HMIS SOP/Protocols. County staff will make available user training throughout the year and the Contractor is expected to participate.
7. The Contractor must submit reports to [DHSSheltercontracts@arlingtonva.us](mailto:DHSSheltercontracts@arlingtonva.us)
8. The Contractor must utilize the HMIS per HMIS governance and will identify 1-2 employees who will serve as HMIS Agency Administrators as detailed in the HMIS governance. The HMIS governance manual can be found here: <https://www.arlingtonva.us/files/sharedassets/public/v1/public-assistance/documents/arlington-coc-hmis-governance-oct-2021.pdf>.
9. Adhere to the following exceptions to confidentiality:
  - a. Coordinating with emergency responders and emergency medical personnel when clients are involved in a life-threatening emergency and staff cannot otherwise ask client permission.
  - b. When clients communicate a specific and immediate threat to cause serious bodily injury or death to themselves or others and staff believe they have the intent and ability to carry out that threat. Staff will contact law enforcement and emergency mental health services in these instances.
  - c. When staff have reason to suspect or have witnessed that a child is abused or neglected. Staff will contact Arlington County Child and Family Services.
  - d. When staff have reason to suspect or have witnessed that an elderly or incapacitated adult is abused, neglected, or exploited. Staff will contact Arlington County Aging and Disability Services.

10. The Contractor must have policies and procedures for describing clients right and responsibilities, to include any exceptions to confidentiality. The Contractor must provide the policies and procedures upon the request of the County.

### **Budget, Finance, Accounting**

#### **Budget**

Before the start of each fiscal year (County fiscal year is from July 1 through June 30), on a date set by Arlington County, the Contractor must submit a budget proposal form. The budget will be determined each year and become part of the contractual document. Any budget changes considered during the contract year must be approved by DHS.

1. Any transfer of funds between budget line items resulting in a greater than twenty percent (20%) variance will require prior written approval from the County Project Officer.
2. Any transfer of funds between budget line items resulting in a greater than \$5,000 variance, regardless of the percentage of variance, will require prior written approval from the County Project Officer.

#### **Accounting**

1. The Contractor must use generally accepted accounting principles to document and report all expenditures, revenues and contributions to the contract.
2. The Contractor must have written policies regarding financial management and accounting, including quality assurance to ensure accurate financial reporting.
3. The Contractor must provide written notice to Arlington County of existing or proposed subcontracts with which the total subcontract or combined subcontracts for any service is greater than \$5,000 for the fiscal year. Those subcontracts will be subject to the approval of Arlington County.
4. For each fiscal year, the Contractor must provide to the County the complete findings and all components (including a copy of the Federal Form 990) of an independent certified public accountant's audit of its finances and program operation within one month after the completion of the audit. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. All accounts of the Contractor are subject to audit, regardless of whether the funds are used exclusively for specific program activities or combined with funds from other sources.

Match Requirement (not applicable to "Non-Congregate Emergency Shelter Overflow for Families" section in Part 1: Sullivan House Family Shelter and Part 5: Non-Congregate Shelter Overflow for Single Adults).

Contractors must match the funding they receive from the Arlington County DHS on an annual basis. Recognizing the limits of time and financial resources, match requirements are defined as follows:

1. Awarded Contractor must provide a 25% match for funding of up to \$500,000. For funding in excess of \$500,000 the required match rate drops to 10%. For example, an award of \$1 million in funds would be required to demonstrate a match of \$175,000. Contractors must also provide a 25% match for client compensation funding received.



2. The match can be a combination of cash and in-kind resources (e.g., staff time, office space, volunteer time, donated equipment, etc.). If a combination of cash and in-kind resources are used, a minimum of 35% must be cash. The match need not be new resources generated for the purposes of this contract but must be related to homeless services and/or housing assistance programs.
3. Examples of funds that can be used for the match include (but are not limited to): Community Development Block Grant (CDBG) funds; foundation and corporate grants received for operating community shelters, services and/or housing assistance programs; municipal, county, or state grants for operating similar programs; contract income; and unrestricted funds or net assets dedicated toward the program.
4. Match funding reported for this contract cannot be used/reported for other match purposes.
5. If the awarded Contractor uses non-restricted net assets or retained earnings as sources of match funds, the Contractor must retain and provide back-up documentation that these funds are available. Examples of supporting documentation are financial records (e.g. profit and loss and balance sheet statements, management accounts, approved budget clearly showing match funds, etc.); signed minutes of meetings committing these funds, Board or agency resolutions; and third-party confirmations.
6. The match “window,” or period within which the match must be expended or raised, follows the contract term period. Funds raised before this period can be counted toward a match as long as they will be expended during the contract term period.

**Financial Reports**

The Contractor shall submit a quarterly financial report showing actual expenses for the quarter no later than the 15<sup>th</sup> of the month after the quarter ends (October 15, January 15, April 15, and July 15). The County will select a sample of the reported expenses for which the Contractor must submit supporting documentation. Failure to submit the required quarterly financial report and requested supporting documentation within the specified due dates may result in delayed payments from the County.

**Payment Schedule:**

1. Advance payments – applicable to Sullivan House, HSC, RPC, Street Outreach, and Arlington Mill PSH programs:

The County will pay the Contractor advance payments on a quarterly basis, with the exception of the final 10% of the contract amount, which will be paid upon receipt and approval of a final financial report demonstrating full expenditure. Quarterly invoice amounts and deadlines will be according to the following schedule, provided that the Contractor has met performance milestones and all reporting and invoicing requirements. In cases when the Contractor underspends or reporting of previously disbursed funds is delayed, this schedule may be altered, including but not limited to disbursement of partial payments or delayed payments.

**Payment schedule:**

Q1 – JULY 1	30%
Q2 – OCTOBER 15	20%
Q3 – JANUARY 15	20%
Q4 – APRIL 15	20%

FINAL PAYMENT	10%
TOTAL	100%

2. Reimbursement payments – applicable to non-congregate overflow:  
The County will reimburse the Contractor quarterly. The Contractor must submit quarterly reimbursement invoices no later than the 15th day of each quarter for the preceding quarter to the County’s Project Officer, who will either approve the invoice or require corrections.

Reimbursement invoices must be accompanied by supporting documentation including, payroll reports, general ledger reports and any other documentation of costs incurred.

**Personnel Policies**

1. Ensure written personnel policies and procedures are in place that address: benefits, classification, compensation, discipline (standards of conduct), employee performance evaluation, equal employment opportunity, staff grievance process, hours of work, leave, outside employment, recruitment and selection, transfer and promotion, termination and layoff, travel and on-the-job expenses. The County may request policies for review.
2. Have written job descriptions that detail the responsibilities and qualifications for all positions. This includes any licensure requirements for clinical staff. Job descriptions must be kept up to date and if changes are made, an updated job description must be submitted to DHS’s Project Officer.
3. Ensure job descriptions include accompaniment of clients to off-site appointments and other community-based activities as necessary to accomplish action steps defined in Individual Housing Plans. This includes ensuring Case Managers have a flexible and staggered schedule to accommodate client meetings and staff work schedules.
4. Have policies in place for transporting clients through a combination of organization-owned and private cars, access to cab vouchers or metro cards for public transportation, and/or through the use of a business ride share account (i.e. Lyft, Uber, etc.). Those policies shall include insurance requirements, driving record checks, and safety measures.
5. Conduct driving record checks to verify good-standing, at time of hire and annually thereafter, for every staff that transports clients.
6. Provide staff/subcontractor training that includes, but is not limited to, best practices, such as providing low-barrier homeless services, Harm Reduction, Trauma-Informed Care, the Housing First philosophy, motivational interviewing, crisis intervention / de-escalation techniques, etc.; Cardio Pulmonary Resuscitation and Emergency First Aid; security protocols; unusual/emergency incident protocols; public accommodation requirements; compliance with all county, state, and federal regulations regarding the provision of services in a homeless shelter; and any other services that the contractor deems appropriate. Ensure annual staff training that examines diversity and inclusion topics, such as addressing unconscious bias, recognizing and addressing micro aggressions, and providing inclusive services to the LGBTQ+ community, etc. Additionally, ensure staff attend any County-sponsored trainings regarding racial equity, diversity, inclusion, or best practices.
7. Provide to DHS’s Project Officer documentation of staff training in the mentioned areas on a quarterly basis (included in DHS Quarterly and Annual Reporting requirements).
8. Have procedures in place for documenting work-related education and training and Fair Labor Standards information for each position.
9. Ensure that all shelter staff have necessary skills and knowledge regarding:

- a. [Arlington County CoC Client Bill of Rights](#); family/youth and record confidentiality; admission criteria; intake procedures; Arlington County's Continuum of Care.
- b. Behavioral health symptoms and diagnosis and available treatment options and modalities.
- c. Crisis and conflict prevention; cultural competency; documentation of service provision in the client's file.
- d. [Use of Homeless Management Information Systems](#) (HMIS);
- e. Information on external resources and referral of clients to those resources.
- f. Policies on dismissals or termination of after-care and follow-up procedures.
- g. All applicable aspects of program operation necessary to the fulfillment of the core purpose and objectives of the contract..

## II. **COMMON EXPECTATIONS FOR PARTS 1 THROUGH 5**

The following practices are expected across Arlington's homeless response services and interventions:

**Centralized Intake:** The emergency shelters shall only accept clients through the [Centralized Access System](#) (CAS), which includes a 24/7 intake line (703-228-1010) that is also operated by shelter providers on a rotating basis during non-business hours, overnights, and weekends when DHS is closed. Access to the CAS policies can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>

**Housing Location:** Housing Location services provide targeted assistance to clients in identifying housing options (or housing leads) for program participants. Housing options must support client preferences and needs, including affordability, the ability to sustain rent independently (particularly for clients who transition to independent housing or rapid rehousing), location, accessibility, amenities, etc. Housing location services may also include supporting clients in visiting available housing, assisting clients in applying for housing, and understanding the terms of their lease. Services may also include regular engagement of landlords and property owners to improve coordination and partnerships. Typically, housing location services are provided as part of a case manager's overall job responsibilities or by an employee whose sole functions are housing location services and are funded by state and federal homeless housing programs (Rapid Rehousing or Permanent Supportive Housing).

Arlington County's Continuum of Care Housing Locator works to support housing location services across the CoC. The CoC Housing Locator actively partners with and seeks out available housing in Arlington to support in providing housing leads to referred clients. The CoC Housing Locator can assist and support the Contractor in identifying housing for clients by seeking leads for persons with the highest barriers to identifying housing, provide guidance and technical assistance for application and leasing challenges, and is the primary point of contact for the Arlington Landlord Partnership program.

**Engagement of people with lived experience of homelessness:** The Contractor must have or develop a comprehensive plan to include people with lived experience in the development of programs, programmatic practices, policies, and other areas of operations where people's input is sought out and implemented. This includes but is not limited to client satisfaction surveys and holding regular client focus groups/feedback sessions to regularly assess and make improvements to accessibility and relevancy of services offered, treatment and level of service satisfaction of clients, and other areas of operations. The Contractor must compensate people with lived experience when soliciting organizational or program input, feedback and guidance. The Contractor must also have an established policy for consistent

compensation, which may vary based on the forum of participation and type of commitment. For example, the Contractor may determine that for regular, hourly participation in standing meetings, compensation must be comparable to salaries of other participating members. One-time engagements such as survey completion or focus group participation may warrant one-time, lump sum payments. Policies must include methods of verifying and approving participation and duties performed, methods of payment, as well as receipts of payment.

At the request of DHS, the Contractor must provide compensation for people with lived experience for CoC activities such as CoC governance committees, ad hoc workgroups and meetings, and the CoC's Lived Experience Advisory Council. Also, at the direction of DHS, this may be in the form of gift cards, which the Contractor would provide and DHS would distribute to the participants.

**Continuum of Care Participation:** The Contractor must participate in the Continuum of Care (CoC) through the following means of action:

1. Point-in-Time (PIT) Count: Department of Housing and Urban Development (HUD) mandates an annual PIT count in which all CoCs throughout the country must participate. The Contractor is expected to participate in the nightly unsheltered count and ensure shelter data is accurate in HMIS.
2. Housing Inventory Count (HIC): Similar to the PIT count, the Contractor must report an accurate housing inventory count on the night of the PIT and ensure HMIS data is free of all errors.
3. CoC Reporting: The Contractor must submit quarterly CoC reports to the DHS Housing Assistance Bureau, which includes program outcomes, financial expenditures / spend downs, and HMIS data reporting (Annual Performance Reports [APR]s, etc.). Quarterly reports are due using the fiscal year (FY) July 1 through June 30 and are in addition to annual reporting of program outcomes, financial expenditures / spend downs, and HMIS data reporting (APRs, etc.) due at the end of the FY.
4. CoC Governance: The Contractor will provide staff representation to at least one of the CoC Governance committees, subcommittees, and/or workgroups. Additionally, Contractor Executive Leadership is expected to attend monthly Executive Committee meetings. To learn more about the Arlington CoC Governance, visit <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Arlington-County-Efforts-to-Address-Homelessness/Continuum-of-Care-Governance>.
5. Coordinated Entry System (CES): HUD (through the Homelessness Emergency and Rapid Transition to Housing (HEARTH) Act and the Commonwealth of Virginia's Department of Housing and Community Development (DHCD) mandate that CoCs operate a CES, locally referred to as the Centralized Access System (CAS). CAS is a process developed to ensure all clients experiencing homelessness have fair and equal access to housing resources. This involves using a By-Names-List (BNL) to ensure clients are matched to appropriate housing opportunities and prioritized based on their needs and vulnerability. The Contractor will provide staff representation to the any CAS or BNL meetings. With the intention to best serve clients, when necessary, the Contractor will participate in case conferencing involving the client, DHS, and any service provider involved in the client's case. CAS policies are updated periodically and maintained here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>. The Contractor are expected to adhere to the most recent version of the CAS Policies as updated.

6. CoC Strategic Planning: The CoC is guided by its Strategic Plan to Prevent and End Homelessness (The Plan), which is regularly updated, typically every 3-5 years. The plan is implemented through its CoC Governance and committee structures. The plan also guides the local values and priorities based on national, state, regional, and local priorities. The Contractor must participate in strategic planning efforts as part of the broader CoC. The Contractor is expected to work in accordance with the CoC's Strategic Plan as updated.

### III. TCOMMON EXPECTATIONS FOR PARTS 1 THROUGH 3 ONLY:

#### **Building Maintenance Guidelines**

The shelter is a County-owned facility designed to provide emergency shelter and services for Arlington residents experiencing homelessness. The following maintenance guidelines identify the roles and responsibilities of the Arlington County Department of Environmental Services (DES), DHS, and the Contractor regarding maintenance and repair at the facility.

- A. All damage or injury to the fixtures or premises or the building, including its equipment, caused by the Contractor, its agents, servants, employees, visitors, and/or guests shall be repaired by the Contractor at the sole cost and expense of the Contractor. The County will notify the Contractor in writing when the repairs must be made. If the Contractor fails to make repairs in a timely manner, the County shall have the right to make such necessary repairs, alterations and replacements (structural or non-structural) with the cost to be paid by the Contractor. The Contractor may not use County appropriated funds to reimburse the County for replacement and/or repair of any damage to the building and/or its fixtures.
- B. In addition to the obligations as stated above, the Contractor shall be responsible for the service, maintenance, repair, and replacement of all items listed below:
  1. Collection of litter throughout the interior and around the exterior of the shelter.
  2. Immediate notification of DHS/DES staff of any defects in, damage to, or need to repair or maintain the facility.
  3. Window cleaning, other than annual exterior washings to be performed by the County.
  4. Maintenance, repair, or replacement of interior walls resulting from inappropriate staff or client conduct.
  5. Repair, replacement and cleaning of glass and screens.
  6. Maintenance of washers and dryers, including cleaning or clearing vents, lint traps, and servicing of machines.
  7. Provide supervision of custodial services and building maintenance that includes:
    - a. Daily housekeeping tasks to maintain the safety and cleanliness of the facility. At a minimum, the Offeror shall comply with the [Shelter Cleaning Guide](#).
    - b. Utilizing a professional cleaning service of the Contractor's choice to ensure regular (at least quarterly) cleanings of the facility occur.
    - c. Light maintenance work, including changing light bulbs, batteries, de-clogging drains and toilets, changing faucet washers, greasing minor mechanical items such as door hinges, and tightening screws.

C. County-Requested Maintenance Services

1. DES will schedule maintenance repair work based on priorities used in other County buildings. Those priorities are as follows, but are subject to change:
  - a. Priority 1: Fire, safety, security, health, code requirement, regulatory.
  - b. Priority 2: Environmental issues and building envelope, HVAC system, exterior windows, electrical systems, roofing system, or issues affecting the normal operation of a facility. These services would affect the ability to render services to guests.
  - c. Priority 3: Finishes: Failures to treat interior walls, ceilings or floors (carpeting not included.)
2. Maintenance will be performed on-site. In the case of equipment, DES will advise the Contractor if the equipment needs to be removed from the site for repair.
4. 3. For routine corrective maintenance requests, the Contractor will send a request via email to DES at [Fmhotline@arlingtonva.us](mailto:Fmhotline@arlingtonva.us) with a copy to the designated DHS Project Officer and Facility Management staff. For questions regarding the request, the Contractor may follow-up during regular work hours (7:30 a.m. to 4:30 p.m., Monday through Friday) with a telephone call to the DES central work control center (maintenance Hotline number 703-228-4422; fax number 703-228-4397) and DES will issue a work order. To avoid unauthorized work or duplicate applications for service or project work, DES will only accept requests from designated DHS and shelter staff. The Contractor will provide DES with the names of staff authorized to submit work requests.
5. The County anticipates generally performing repairs and maintenance during hours when the shelter is least occupied. Except in emergencies, the County will endeavor to notify the Contractor by phone or email in advance when such work will be performed during peak-occupancy hours. The County shall inform all DES staff and outside Contractors of relevant program and client privacy and confidentiality requirements. The Contractor's staff will maintain a log of all Contractors who performed work on the facility, to include date, time, and work performed.

D. Emergencies

1. Emergency work requests after regular work hours, during holidays and weekends shall be directed to the DES maintenance mechanic on duty. The duty maintenance mechanic will always carry a radio and/or a pager. The number of the duty maintenance mechanic's beeper will be provided upon contract start.
2. Although emergencies are unforeseen situations that cannot be handled routinely, planning for their possible occurrence can reduce their impact. Each type of emergency may require a different response. The Contractor has the responsibility to minimize damage in the event of an emergency. For instance, if there is a flood situation, the Contractor has the responsibility to shut off the water to prevent further damage. If there is an electrical short circuit the Contractor shall not re-set a tripped circuit breaker until a review has been conducted by an electrician. The Contractor has the responsibility to evacuate and secure the area of the emergency if there is a potential for injury.
3. The following list is provided to define those emergencies where immediate assistance from the maintenance supervisor and his staff would be

required. Arlington County may revise this list from time to time in its sole discretion.

- a. Building Fire: Any emergency caused by fire, call 911 first.
- b. Natural Gas Leak: First call 911, then the utility company, then DES, and finally DHS.
- c. Flooding: Whenever a water leak occurs in the facility or natural rainwater infiltrates into the building causing damage or endangerment to life or to property, call DES.
- d. Elevator: Any time an elevator has malfunctioned while people are on board, call 911 first, then the elevator service company and DES.
- e. Loss of Electricity: If not area wide, call the DES Duty Engineer via the maintenance Hotline or emergency pager and then the utility company.
- f. Code Violations: Fire and Health Code violations have a priority 1 regarding scheduling for repairs as listed above. When code violations are received, immediately submit a work request and send a copy of the violation to DES staff responsible for the shelter and DHS Project Officer. DES will schedule the required work, and when complete will send a copy of the code violation with date of repairs noted to DHS and the Contractor.

E. Alterations

At no time may the Contractor alter, install, change, replace, add to, or improve the facility's structure or its fixtures, or any part thereof, without the County's prior written approval, which may be withheld at the County's sole discretion. For example, the offeror may not paint any interior or exterior part of the facility, affix any item to any part of the facility or remove any item that is affixed to the interior or exterior of the facility.

F. Substantial Renovations and Capital Improvements:

Any capital improvements and/or major work requests that are beyond routine maintenance will be submitted to DHS for approval. Such requests must be approved by the County before any work is performed.

## **PART 1: SCOPE OF WORK - SULLIVAN HOUSE FAMILY SHELTER**

### General Requirements

The Contractor shall operate the family emergency shelter as follows and in accordance with Arlington County Strategic Plan to Prevent and End Homelessness and the Centralized Access System Policies and Procedures Manual, both found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

The Contractor must:

- A. Provide emergency shelter services for families with children (including TAYs and single adults if applicable) seven days/week, 365 days of the year.
- B. Manage the operation of Sullivan House emergency shelter to ensure that it is physically and programmatically structured to receive clients.

- C. Implement a low-barrier, high expectation shelter model that provides access to shelter and housing location services. Clients that may be actively using substances and/or be reluctant to engage in mental health, substance abuse or other types of treatment are still able to access shelter services. The Contractor must provide creative approaches to client engagement, such as motivational interviewing, assertive engagement, and progressive engagement. Shelter staff must strive to limit involuntary dismissals to instances where clients pose a significant health and/or safety risk to themselves, staff, or other clients.
- D. Shelter policies and procedures must be made available to the Project Officer for review within 60 days of contract start. All proposed changes shall also be submitted to the Project Officer for review and written approval.
- E. Ensure admission to the shelter is solely through the County's Centralized Access System (CAS) 24-hours a day, 7-days a week, unless otherwise specified by Arlington County.
- F. Provide a safe overnight experience in which every client is respected.
- G. Provide referrals to the Arlington Food Assistance Center and maintain a stocked pantry of perishable and non-perishable food items for clients.
- H. Provide assistance with meal-prep as needed.
- I. Provide clients with appropriate clothing, as available.
- J. Accept, manage and distribute in-kind donations to clients.
- K. Ensure all staff are trained to provide the services that support operations of the emergency shelter and diverse clients with varying levels of abilities and needs. This includes trainings in best practices (e.g., low-barrier homeless services, Trauma-Informed Care, Harm Reduction, Housing First, crisis intervention/de-escalation, inclusive and affirming services to the LGBTQIA+ community, communicable diseases, etc.) as well as proper clinical supervision (e.g., one-on-one supervisor or group supervision).
- L. Maintain compliance with CoC Equal Access policy and ensure clients can decide for themselves who is a member of their family. All family members can be served together whether the family composition includes adults and children or just adults, regardless of age, disability status, marital status, actual or perceived sexual orientation, or gender identity. Each Contractor must allow reasonable accommodations for service animals, emotional support animals, and if applicable, pets. The CoC Equal Access policy is included in the Centralized Access Policies found here:
- M. <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.
- N. Maintain a designated webpage for the shelter program to provide current information to the public of activities and programs within the shelter.



- O. Have in place appropriate security measures and maintenance for IT equipment to ensure safe access to the Homeless Management Information System (HMIS) and compliance with the Health Insurance Portability and Accountability Act (HIPAA).
- P. Comply with all laws, ordinances, codes, rules and regulations of the local, state and federal governments which in any way affect its operations and adhere to instructions prescribed by DHS for the effective administration of the emergency shelter.
- Q. Comply with all applicable Violence Against Women Act (VAWA) regulations, including the Emergency Transfer Plan. The Contractor will ensure all clients review the Emergency Transfer Plan Notice and a copy of the policy is posted and available to clients at all times. The Emergency Transfer Plan and Notice are found in the [Centralized Access System \(CAS\) Policies](#).
- R. When working with families with minor children, work with the Arlington Public Schools (APS) Homeless Liaison Coordinator to ensure families and youth understand their rights under the [The McKinney-Vento Homeless Assistance Act](#). Additional information can be found here: <https://www.apsva.us/registration/hacp>.
- S. When working with families with minor children and youth, identify children and youth who are eligible for other educational services, including childcare.
- T. Ensure that all families with minor children and youth who qualify in Arlington County are informed about their educational rights and eligibility for educational services and receiving such services.
- U. If working with families with minor children and youth, attend relevant meetings and planning events held by Arlington County's local school district.
- V. Encourage clients to complete the Arlington County approved Consumer Satisfaction Survey in [English](#) or [Spanish](#) at least quarterly. If ratings are below satisfactory, the Contractor must submit a plan for improvement to the Project Officer within 30 days.. Additionally, the Contractor must demonstrate how they will solicit and incorporate client feedback in their plan .
- W. Post a transparent and DHS-approved grievance procedure throughout each facility and have it available for handout in multiple languages. Grievances that cannot be addressed through internal and escalating levels of review must be submitted to the DHS Project Officer for review and response.
- X. Maintain data according to [HMIS SOP/Protocols](#) as required.
- Y. Meet objectives, performance expectations, and reporting requirements as outlined in Tables A and B below.

## Housing Stabilization and Case Management

When engaging in case management, the Contractor must utilize the Housing-First approach to attempt diversion from a shelter, if possible, or rapid return to permanent housing for those individuals experiencing homelessness. To achieve those goals, the Contractor shall:

- A. Provide an orientation to new clients that includes discussion of expectations, guidelines and completion of required forms. This includes the collection of medications, prescriptions and over-the-counter medications, and the dispensing of those items according to established protocol.
- B. Assign case managers to clients based on caseload capacity and special expertise, if applicable. Case management must have flexible availability, including the ability to work on the weekends or evenings to provide supportive services that do not disrupt clients' work schedules, school hours and other community appointments.
- C. Provide on-site shelter programming that builds the clients' motivation, develops a permanent housing-focused culture, and teaches skills critical to housing placement and stability. The Contractor must provide client enrichment activities tailored to the developmental and cognitive abilities of each client (adults and children). The objective is to provide clients with a wide range of wrap-around services that promote housing stability. Client enrichment activities such as case management services shall be flexible to meet the needs of the clients. Those programs will include such things as:
  1. Life skills
  2. Parenting
  3. Youth programming
  4. Managing behavioral health issues
  5. Tenant rights and responsibilities
  6. Health and wellness
  7. Communication and social skills
  8. Employability and vocational services
  9. Recreational activities and the arts/humanities
  10. Financial and budgeting skill development and debt management coaching
- D. Initiate housing focused case management services for all those who have stayed at the shelter for at least 7 days and identify clients with a pattern of cycling in and out of homelessness or housing instability. For those clients who have repeated episodes of homelessness, the Contractor shall employ housing focused case management on a more expedited timeline (within 2-3 working days) of shelter re-entry, and a case manager must be designated for overall provision of needed services. Additionally, the Contractor may request a case conference with DHS for guests re-entering emergency shelter pending their previous experiences or outcomes.
- E. Ensure timely assessment and resolution of immediate needs. The Contractor shall provide rapid assistance to ensure clients have sufficient clothes, food, and access to dental, eye, primary health care, mental health and substance use treatment. Other case management supports will focus on:

1. Assistance with job search, resume preparation and other employment-related activities.
  2. Assistance with any pending eviction proceedings and housing search.
  3. Assistance with applying for general relief, cash, and non-cash benefits.
  4. Obtaining ID documentation and other vital documents.
  5. Ongoing support to connect with primary and behavioral health care as needed.
- F. Assess, in conjunction with BHD staff and/or Treatment on Wheels (TOW) whether a client has a documented mental health or other disability that renders them unable to actively engage in the steps needed to work toward a housing placement. Clients must be reassessed in 30-day intervals. Between reassessment intervals, Contractor staff must continue to provide services to the client.
- G. Ensure that an Individual Housing Plan (IHP) is developed within 10 days of admission and updated monthly for each client. Each IHP is developed with the adult head of household and is specific to the client's needs focusing on resolving barriers most likely to prevent the client from successfully exiting the shelter. IHPs are developed in collaboration with each client and must reflect their expressed goals in their own words. Each IHP shall include at a minimum, the following:
1. Identification of one or more goals along with a clear path as to how they relate to housing stability.
  2. Identification of client needs related to accessing and maintaining housing (e.g., obtaining identification documents, obtaining employment, increasing income, accessing affordable housing through location services, applying for entitlement benefits, addressing medical, mental health or and substance abuse issues, life skills, legal issues, etc.).
  3. Identification of client strengths and resources related to accessing and maintaining housing.
  4. A target date for move-in to permanent housing.
  5. The action steps towards permanent housing move-in, including but not limited to identification of and referral to community-based resources needed to facilitate housing location and attainment.
  6. Designation of who is responsible for each action step in the IHP, the client or staff, and a target date for the successful completion of each step.
- H. Assist clients in obtaining non-cash benefits (e.g., SNAP, WIC, etc.) as well as cash benefits such as Social Security, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families TANF, child support, etc., when and as appropriate. At least one staff member is certified in SOAR (Social Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery) to assist with social security disability claims and benefit applications for the client and other family members. The case manager must also work with the clients to help find employment or additional increase income sources.
- I. If applicable, provide support for in or out-of-school youth and adults with a history of chronic unemployment or inconsistent work histories with accessing Workforce

Innovation and Opportunity Act (WIOA) Title I youth and adult programs at the Arlington Employment Center. Such programs might include on-the-job training, work experience or transitional job opportunities.

- K. Commit sufficient staff resources to ensure that eligible clients receive appropriate connection to employment services at the Arlington Employment Center (AEC).
- L. Ensure that shelter staff will collaborate, support and coordinate efforts with the County's Housing Locator to address clients' housing needs. Contractor staff must be able to assist clients with housing applications, lease-signing, lease negotiations, and referrals to the Arlington Landlord Partnership (ALP), etc.
- M. Support rapid resolution of homelessness (sometimes referred to as diversion). Leverage other state, federal, and private funds to support client-centered and creative solutions to housing stability.
- N. Implement a case conference process for clients who are not engaged in complying with their IHP or completing agreed upon tasks. The case manager and supervisor will meet to:
  - 1. Review the IHP and the action steps.
  - 2. Discuss alternate strategies for engagement and, if indicated, engage other housing and services professionals, which may include non-profit partners and DHS staff within the Community Assistance Bureau (CAB) and/or Housing Assistance Bureau (HAB).
  - 3. Meet with the client utilizing additional ideas or strategies, discuss their progress, and amend the IHP if appropriate.
  - 4. Request a case conference with DHS staff within the Community Assistance Bureau (CAB) to engage the client in the process and discuss the expectation for them to participate in the IHP. The outcome of the case conference may include establishing weekly milestones to assist the client in making incremental progress, parameters clients must meet to remain in shelter, or other strategies to promote progress in attaining housing.
  - 5. Discuss dismissing clients from the shelter for not engaging in services or IHP planning/action. Dismissing a client must be a last resort option. In case a client leaves without notice or engages in behaviors that present an immediate risk of violence, or when violence has occurred, the Contractor must elevate requests for dismissals to DHS prior dismissing clients from shelter.
  - 6. Review the vulnerability of the client, their capacity to engage in services, and their safety risk to the shelter community as dismissal is considered. For example, dismissals due to noncompliance with housing goals must be reserved for those with high cognitive functioning who have declined multiple housing opportunities, versus those with many vulnerabilities who do not have the capacity to engage in services. Dismissals may also be postponed when there is danger of hypothermia or inclement weather.
- O. Before any planned dismissal from the shelter, the case manager must devise a follow-up support plan tailored to the client's needs and focused on immediate and long-term housing stability, as well as coordinate access to all appropriate referrals as indicated in

the plan. Contractor staff must offer to explore alternative shelter options and referrals to community-based programs if an immediate dismissal is warranted.

- P. Prioritize or intensify service provision for clients facing more significant barriers to attaining and sustaining housing and/or those for whose shelter stays are extending beyond 90 days.
- Q. Ensure clients have access to transportation for any case management related appointments.

### **Daily Shelter Operation Responsibilities**

The Contractor is responsible for the successful day-to-day operation of the shelter which includes:

- A. As a part of its daily shelter operations, the Contractor shall ensure that the following processes and/or services are provided:
  - 1. Meals: Ensure clients have access to three meals per day as part of regular case management check-ins. The Sullivan House facility does not offer a full commercial kitchen; as such, all clients will need to provide their own household groceries and prepare their own meals in a full kitchen which they may share with another client. The Contractor is responsible for supplementing groceries and other dietary accommodations to support the household (including but not limited to meal prep).
    - a. The Contractor must have policies in place to ensure donated, non-perishable items are not expired or opened. Any prepared food or perishable food donated must:
      - i. Comply with the Dietary Guidelines for Americans: <https://health.gov/our-work/nutrition-physical-activity/dietary-guidelines/dietary-reference-intakes-drns>.
      - ii. Abide by the Recommended Dietary Allowance (RDA) requirements by providing 33% RDA for one meal, 67% RDA for 2 meals, and 100% RDA for 3 meals per day: <https://health.gov/sites/default/files/2019-09/Appendix-E3-1-Table-A4.pdf>.
      - iii. Be adjusted to meet the special dietary needs of participants to the maximum extent feasible.
      - iv. Comply with applicable provisions of State or local laws ([Arlington County Food and Food Handling Code](#)) regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of means.
  - 2. Guest Laundry Service: Provide access to laundry services and detergent to ensure the clients are able to wash clothes and linens without leaving the shelter. Arlington County will provide and maintain washers and dryers.
  - 3. Clean Linens: Ensure that clean bed and bath linens are available for new clients.
- B. Conduct shelter admissions in accordance with Arlington County's Centralized Access System and in cooperation with the EID's Community Assistance Bureau.

- C. Staff from DHS serve as the County's emergency shelter assessment entity during business hours, weekdays between 8:00 a.m. to 5:00 p.m. During non-business hours, individuals at risk of becoming homeless and those experiencing homelessness may access information and services by calling the access phone at 703-228-1010. The Contractor is responsible for providing staff during the County's non-business hours to conduct a telephone interview and intake, rotating with other area non-profits for a total of 4 months out of the year. Assignments will be coordinated by the County in collaboration with area non-profits. The Contractor must follow x1010 Line Protocols during their assigned period. During the phone interview, the Contractor's staff shall complete a triage form in the County's Homeless Management Information System (HMIS), check HMIS for bed availability, and assess the clients' emergency needs. The Contractor shall refer guests admitted to the shelter to CAS the next working day for a thorough and complete assessment. CAS policies and x1010 Line Protocols can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.
- D. Have safety procedures in place, such as client sign-in requirements, monitoring of video through cameras installed at common areas inside and outside the shelter, routine security checks/walk-throughs by staff, etc.
- E. The Contractor shall, within 30 days of the execution of this contract, submit written procedures for approval by DHS to provide for the continued operation of the program in the event of an emergency and/or disaster such as fire, earthquake, bomb threat, tornado, flood, blizzard, pandemic, power outage, staffing shortage, or civil unrest. The procedures shall include, but not be limited to: chain of command (which will identify a member of management or a designee who will be physically present for employee direction during all scheduled work hours), assignment of tasks and responsibilities, notification of staff and authorities, provisions for client records protection, specifications of escape/evacuation routes and procedures, identification of alternative work space (including alternative accommodations for clients in care), and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The Contractor will provide the Project Officer with a list of on-call and phone tree procedures to coordinate response with Contractor staff. The emergency escape/evacuation routes shall be posted at highly visible locations. The Contractor shall conduct and maintain documentation of monthly drills and evaluate the effectiveness of these emergency/disaster procedures at least annually.
- F. While police response to shelter incidents must be reserved for the most significant concerns related to crime and public safety, the Contractor must establish and maintain a relationship with the Arlington Police Department to ensure effective and appropriate coordination and assistance when response is needed.
- G. Identify appropriate activities that can be conducted by properly screened volunteers (criminal background check and Central Registry Check), develop a volunteer recruitment plan, provide orientation and supervision, and maintain records of volunteer activities, including hours of service and in-kind donations.

- H. Ensure clients have access to medication information to safely support medication compliance. The Contractor must provide access to locked boxes that clients can use in their units to secure medications from children, etc. Staff must work to assess what medications clients are prescribed and help clients in managing medications – including developing and maintaining protocols for all prescription and non-prescription medications that are brought into the facility by clients or purchased by the program and donated to the client.
- I. Ensure all staff are trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (e.g., First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and shall ensure that all staff receive annual updates on any changes to safety and standard precautions and protocols, including updated COVID-19 protocols and Opioid awareness. The Contractor must have an adequate supply of NARCAN available on-site to provide to clients and have on hand in case of an overdose.
- J. Conduct regular inspections to ensure the facility remains pest free. The Contractor shall inform guests at the time of intake about the types of pests that can be found in the shelter and how they can aid in their control and elimination. The Contractor shall include information to staff about pest control during regular staff meetings and work closely with an identified pest control company to ensure that needed treatments occur on a regular basis. Ensure that the procedures for acceptance of donations, the entry of new guests, and food are designed to eliminate the occurrence of pests in the facility.

To mitigate the risk of bed bugs and due to the limited storage space within units, clients must be asked to limit bringing personal belongings to the shelter site. Clients must not bring furniture, appliances, or other large electronic equipment (such as TVs, microwaves, etc.) into the shelter. The Contractor must assist clients in accessing on-site or off-site storage, to include assistance with storage fees on a case-by-case basis.

- K. An incident is any event that occurs outside of normal operations that can precipitate a crisis. An incident can be categorized as an “unusual incident” or a “critical incident”, as detailed below, and must follow proper reporting/notification processes using the Incident Reporting Form template found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>

A designated emergency shelter staff member is required to contact the Project Officer the next business day for any critical incidents, and provide a written summary within 24 hours of any incident to the shelter’s Project Officer by email at

[DHSShelterContract@arlingtonva.us](mailto:DHSShelterContract@arlingtonva.us).

- 1. Unusual incident: Incident that disrupts routine provider operations and deviates from regular operations procedures. In the event of an unusual incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.

i. Emergency services contact (police, fire, ambulance, etc.)

- ii. Indirect threat by a client toward any other person (
  - iii. Physical abuse
  - iv. Self-injuring behavior
  - v. Incidents involving registered sex offenders
2. Critical incident: Any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a family/youth or staff. In the event of a critical incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
- i. Death
  - ii. Direct threat
  - ii. Fire
  - iii. Gas leak
  - iv. Homicide
  - v. Infectious diseases (i.e. highly contagious conditions such as scabies, but not the common cold)
  - vi. Injury/illness requiring medical attention or hospitalization
  - vii. Pest infestation
  - viii. Sexual abuse

**Staffing**

The Contractor shall employ staff that is representative of the demographics of clients served and qualified to effectively operate and manage the shelter. All hiring shall be conducted in compliance with local, state, and federal equal opportunity regulations and the Contractor shall have in place, and operate in accordance with, a personnel system. The Contractor shall ensure their supervisory staff has the adequate skills and knowledge regarding supervision practices, performance evaluation, and progressive disciplinary processes. The Shelter Director or other senior staff must have a master’s degree and/or experience in a relevant human services field. Staff must have training and/or work experience in homeless services or related human services programs.

- A. Shelter Director or other assigned senior staff shall have responsibilities that include:
  - 1. Working with County staff to ensure that all program operations, policies, and procedures are designed to support the emergency shelter’s core purpose.
  - 2. Ensuring that all requirements of this Scope of Work are met.
  - 5. Overseeing the day-to-day operation of the emergency shelter and any associated programs.
  - 7. Ensuring that emergency shelter staff are appropriately oriented, trained, and supervised, vacancies are minimized, and vacant positions are promptly filled.
  - 8. Ensuring program staff are aware of their responsibilities relative to their job descriptions and core purpose of shelter operations.
  - 9. Ensuring the shelter is appropriately staffed 24 hours each day with bilingual (English-Spanish speaking) staff.
  - 10. Ensuring the emergency shelter develops and maintains effective relationships with community partners, including other service providers, funders, and neighbors.
  - 11. Ensuring that any changes to staffing, such as the number of positions within each classification, or job titles, within the limits of the total approved budget, and



including appointment of the shelter director, are made only by mutual agreement between the Contractor and Arlington DHS. In the event the Director position becomes vacant, the Contractor shall immediately consult with DHS staff including the Housing Assistance Bureau Director, the CoC Services Coordinator, and the Project Officer before appointing a qualified staff person to serve in an acting capacity until the position is filled.

12. Ensuring all direct staff, or 24/7 essential staff, are qualified for assigned positions. This could include a combination of life experiences and formal education.
13. Employing Case Managers who have at least a 4-year college degree, preferably in the Human Services field.
14. Utilizing peer support specialists and having a minimum of one paid employee with lived experience in either mental health and/or substance use recovery or past experience with homelessness.

### **County-Provided Resources and Services**

Arlington County will provide the following additional resources and service for the successful operation of the Sullivan House Shelter:

- A. Assign a Project Officer who will be the main contact and has oversight of the contract and services.
- B. Pay for utilities (electricity and water) and maintenance of life safety system.
- C. Provide appliances (refrigerators, stoves, washers, and dryers); however, the Contractor will be responsible for the maintenance of these appliances.
- D. Initial furnishing of the shelter with a requisite number of beds. Replacement items must be requested by the Contractor in writing to the Project Officer.
- E. One annual exterior window cleaning and keeping window casement and wood trim in good condition.
- F. HVAC maintenance.
- G. Maintain interior and exterior walls including pointing of brick and vinyl siding when the need for maintenance, repair, or replacement results from normal wear and tear. The Contractor shall be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and clients.
- H. Replace glass and screens from normal wear and tear. The County will not be responsible for damages caused by the Contractor or its agents, servants, employees, visitors, and clients.
- I. Maintain roof, gutters and leaders, painting, site lighting (attached and detached), concrete walkways, entrance and exit doors, County-provided mechanical equipment and their enclosures.

- J. Refuse collection.
- K. Provide pest extermination services on a monthly basis, and, if needed, perform bed bug treatment/remediation.
- L. Landscaping.
- M. Snow and ice removal from the walkways and parking lot.
- N. Support and maintain the HMIS database. Provide access to the database for Contractor's staff and train staff to report data on client services provided.
- O. Provide and maintain internal and external security cameras with monitors.
- P. Provide intake and initial assessment and referrals of clients to the shelter through the [Centralized Access System](#) (CAS).
- Q. Review and approve invoices and reports submitted by the Contractor.
- R. Provide technical assistance and support in the implementation of shelter operation and management of programs.
- S. Assistance with housing location services for households with greater challenges in attaining permanent housing can be provided by a DHS Housing Locator, which is a position within the County's Housing Assistance Bureau and provides housing location services to clients within the CoC. Services include helping with locating affordable housing and leads to CoC referrals.
- T. Conduct regular site visits to ensure compliance with contract requirements. A monitoring site visit will be completed within the first 12 months of the contract start-up; monitoring visits will occur annually thereafter. This will include a financial and programmatic review and an inspection of the shelter facilities. Additional site visits may be conducted without notice at the discretion of Arlington County.
- U. Conduct periodic monitoring of client satisfaction through direct contact with clients or through surveys.
- V. Behavioral health linkages with Arlington County's BHD. BHD works closely with emergency shelter operators to identify persons experiencing homelessness who have Serious Mental Illness (SMI). BHD has specialized outreach efforts that offers homeless case management services through its TOW program. The County's TOW program:
  - a. Provides clinical assessments.
  - b. Offers specialized homeless case management.
  - c. Connects to appropriate services and housing resources for adults and/or children with serious mental illness and/or substance abuse disorders who are also experiencing homelessness.

- d. Connects to available services for adults and/or children without serious mental illness and/or substance use disorders who are also experiencing homelessness.

The County's BHD and TOW program will work with the Contractor to engage clients experiencing homelessness to:

- a. Provide essential supplies (i.e. such as food, blankets, clothing, toiletries, etc.).
  - b. Promote access to mail, laundry and showering services.
  - c. Build relationships.
  - d. Navigate clients to higher-level services or non-SMI services.
- W. Provide County-provisioned telephones, voice-over IP services for phone calls, computers/laptops, printers/fax/scanners, Internet services, and cloud-based storage.
- a. Usage of County-provisioned assets is limited to meeting the scope and services set forth in the terms of this Contract.
  - b. The Contractor must submit personnel policies regarding the use of technology to the Project Officer within 30 days of contract start and whenever updated for review and approval.
  - c. Any changes to the setup of equipment or technology services at the program site must be submitted to the Project Officer in writing with a justification for the request. Any proposed changes must also meet the core business needs of the Contractor and meet the scope and services set forth in the terms of this contract. Review and approval of proposed changes is at the sole discretion of the County.
- X. The County's Department of Technology Services (DTS) will provide access to its help-desk system for troubleshooting and incident reporting for County-provisioned devices and systems. Directions will be provided by the County at the Contract execution.
- Y. Provide answers to questions regarding repair or replacement of County-provisioned items (furniture, equipment, appliances, etc.). Determination of work needed and related costs is at the sole discretion of the County.
- Z. Approve or deny the disposal of any County-provisioned items (furniture, equipment, appliances, etc.).

### **Non-Congregate, Emergency Shelter Overflow for Families**

The Contractor shall provide non-congregate, emergency shelter for overflow capacity dependent upon any emergency needs or shelter requests that cannot be accommodated by Sullivan House capacity. Overflow emergency shelter shall be operated in accordance with Arlington County Strategic Plan to Prevent and End Homelessness and the Centralized Access System Policies and Procedures Manual, both found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

The Contractor must:

- A. Collaborate with the DHS Community Assistance Bureau and Housing Assistance Bureau prior to utilizing overflow shelter capacity. The Contractor must have documented approval prior to utilizing shelter overflow.

- B. With the County’s approval, provide non-congregate shelter space to accommodate clients who cannot be accommodated in other Arlington County emergency shelters.

Non-congregate shelter sites may be provided in the form of hotel reservations, master-leased apartments in the community, or other leveraged non-congregate spaces identified in partnership with area faith-based organizations, non-profits, developers or other community organizations, etc.

- Hotel rates eligible for reimbursement must not exceed area per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- Apartment rentals eligible for reimbursement must not exceed area Fair Market Rents (FMRs).

- C. Follow all shelter intake procedures as outlined in the Centralized Access System Policies and primary shelter Scope of Work.

- D. Ensure staff are on site at the non-congregate shelter site(s) to:

1. Assist with check-in or admission.
2. Provide supplies, meals, and assist with laundering, trash removal, and room cleaning.
3. Provide housing stabilization and case management and supportive services as outlined in the primary shelter Scope of Work.
4. Promote the safety and well-being of all non-congregate shelter clients, by:
  - a. Limiting visitors and other guests to those personnel who are working to assist the client in housing, health, and/or other supportive services.
  - b. Conducting daily wellness checks.
  - c. Proactively responding to behaviors that may otherwise impact a person’s ability to remain at the shelter, using the minimum level of intervention needed while preventing escalation.
  - d. Developing a system to respond to client emergencies.
  - e. Developing policies and practices to support clients in accessing first responders when facing a physical or mental health emergency.

- E. Follow all daily shelter responsibilities as outlined in the primary shelter Scope of Work.

### **Performance Expectations and Reporting Requirements**

The performance standards outlined in the tables below were developed by the CoC in alignment with local, state and federal performance guidance. The standards shall apply to all County programs that are governed by the CoC. Any future changes to the performance measures affirmed by the CoC shall be communicated to the Contractor and will be immediately applicable.

Table A: Sullivan House Performance Expectations

Sullivan House		
Outcome	Output	CoC Performance Standard
Increase shelter occupancy	Maximize shelter utilization to accommodate people in need of emergency shelter at a rate equal to or greater than the CoC standard.	≥ 75%
Reduce median length of stay	Households' median length of stay reduced	≤ 3 months
Increase exits to housing destinations permanent	Households exit shelter to permanent housing shelter	≥ 85%
Increase employment rate at exit	Households leave shelter with employment	≥ 60%
Maintain or increase income at exit	Households leave with maintained or increased income	≥ 70%
Maintain ANY cash income (SSI, SSDI, TANF, Child Support, etc.)	Households leave with any income at exit	≥ 80%
Increase number of households with SNAP benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 60%
Increase number of households with any noncash benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 75%
Increase client satisfaction of program services	Individuals are satisfied with the services and accommodations they are receiving (as measured by: # of respondents that indicate 'always' or 'most of the time' on questions: 3a, 5, 6, 8, 9, 10 of the survey)	≥ 85%
Program Indicator	Measurement	
Persons Served	Number of Persons Served	
Households Served	Number of Households Served	

Table B: Quarterly and Annual Reporting Requirements

Report Name & Submission Method	Frequency	Template
1. <b>Annual Performance Report (APR):</b> Submit a PDF of the report generated via HMIS	Quarterly	N/A
2. <b>Quarterly Programmatic and Narrative Report:</b> Submit using the template provided.  Report includes: a) Program performance expectations (see Table A) b) Narrative explaining program successes or setbacks, a program participant success story, and	Quarterly	<a href="#">HAB Reporting Template</a>

<p>explanations and corrective action planned or taken for any variance greater than 10% of each prescribed performance standard as defined in the CoC Standards.</p> <p>c) A summary of any workshops and training activities provided to program participants, including the number, type and total attendees for each activity</p> <p>d) A summary of staff training hours, including the name of the staff person, their role, and training hours completed in the reporting period.</p>		
<p><b>3. Program Summary:</b> Using the template provided. Staff and Program Director sign off of program APR, HUD Data Quality and Bed Utilization reports.</p>	Quarterly	<a href="#">CoC Data Sign-Off</a>
<p><b>4. Consumer Satisfaction Surveys:</b> Using the template provided. Aggregate results of annual CoC Satisfaction Survey in both English and Spanish</p>	Annually	<a href="#">Consumer Satisfaction Survey (English)</a> & <a href="#">Consumer Satisfaction Survey (Spanish)</a>
<p><b>5. Annual APR and Trends Report:</b></p> <p>a) <b>Annual Performance Report (APR) for the 12-month reporting period:</b> Submit PDF of HMIS-generated report.</p> <p>b) <b>The Trends Report:</b> Submit a Word document. Include 3-5 bullet points about noticeable trends and challenges, a single and succinct one-paragraph success story (limited to 250 words maximum), and two high resolution photos that highlight efforts to prevent or end homelessness.</p>	Annually	N/A
<p><b>6. Housing Inventory Count (HIC):</b> Using the HIC Form provided by DHS (at time of Point in Time Count).</p>	Annually	To be provided at the time of the HIC submission
<p><b>7. Point-in-Time Count (PIT):</b> Complete PIT surveys of shelter clients in HMIS.</p>	Annually	To be provided at the time of the PIT Count

**PART 2: SCOPE OF WORK - HOMELESS SERVICES CENTER (HSC)**

**General Requirements**

The Contractor shall operate the emergency shelter as follows and in accordance with Arlington County Strategic Plan to Prevent and End Homelessness, the Centralized Access System Policies and Procedures Manual and the Unified Shelter Standard Operating Procedures, both found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

The Contractor must:

- A. Provide emergency shelter services for single adults without children (including TAYs if applicable) as outlined in the approved [Unified Shelter Standard Operating Procedures \(SOP\)](#) seven days/week, 365 days of the year.
- B. Manage the operation of the emergency shelter to ensure that it is physically and programmatically structured to receive and support clients.
- C. Implement a low-barrier, high expectation shelter model that provides access to shelter and housing location services. Clients that may be actively using substances and/or be reluctant to engage in mental health, substance abuse or other types of treatment are still able to access shelter services. The Contractor must provide creative approaches to client engagement, such as motivational interviewing, assertive engagement, and progressive engagement. Shelter staff must strive to limit involuntary dismissals to instances where clients pose a significant health and/or safety risk to themselves, staff, or other clients.
- D. Shelter policies and procedures must be made available to the Project Officer for review within 60 days of contract start. All proposed changes shall also be submitted to the Project Officer for review and written approval.
- E. Ensure admission to the shelter is solely through the County's Centralized Access System (CAS) 24-hours a day, 7-days a week, unless otherwise specified by the County.
- F. Provide a safe experience in which every client is respected.
- G. Provide nutritious food service for breakfast, lunch, and dinner, of which one meal must be served hot.
- H. Provide clients with appropriate clothing, as available.
- I. Accept, manage and distribute in-kind donations to clients.
- J. Ensure all staff are trained to provide the services that support operations of the emergency shelter and diverse clients with varying levels of abilities and needs. This includes trainings in best practices (i.e., Low-Barrier Homeless services, Trauma-Informed Care, Harm Reduction, Housing First Principles, crisis intervention/de-escalation, inclusive and affirming services to the LGBTQIA+ community, communicable diseases, etc.) as well as proper clinical supervision (i.e., one-on-one supervisor or group supervision).
- M. Maintain compliance with CoC Equal Access policy and ensure participants can decide for themselves who is a member of their family and can be served together with those people. Within the CoC Equal Access policy, each Contractor must allow reasonable accommodations for service animals, emotional support animals, and if applicable pets. The CoC Equal Access policy is included in the Centralized Access System (CAS) Policies found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

- N. Maintain a designated webpage for the shelter program to provide current information to the public of activities and programs within the shelter.
- O. Have in place appropriate system security measures and maintenance for IT equipment to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and safe access to the Homeless Management Information System (HMIS).
- P. Comply with all laws, ordinances, codes, rules and regulations of the local, state and federal governments which in any way affect its operations and adhere to instructions prescribed by DHS for the effective administration of the emergency shelter.
- Q. Comply with all applicable Violence Against Women Act (VAWA) regulations, including the Emergency Transfer Plan. The Contractor will ensure all clients review the Emergency Transfer Plan Notice and a copy of the policy is posted and available to clients at all times. The Emergency Transfer Plan and Notice are found in the CAS Policies.
- R. Encourage guests to complete Arlington County approved Consumer Satisfaction Surveys in [English](#) or [Spanish](#) at least quarterly. If ratings are below satisfactory, the Contractor must submit a plan for improvement to the Project Officer within 30 days. Additionally, the Contractor must demonstrate how they will solicit and incorporate client feedback in their plan.
- S. Post a transparent and DHS-approved grievance procedure posted throughout each facility and have it available in multiple languages. Grievances that cannot be addressed through internal and escalating levels of review must be submitted to the DHS Project Officer for review and response.
- T. Maintain data according to [HMIS SOP/Protocols](#) as required and submit data on a quarterly basis to the County Project Officer. Each program of the HSC will have its own HMIS program for separate data entry purposes.
- U. Meet objectives, performance expectations, and reporting requirements as outlined in Tables C, D, E, F, and G below.

### **Housing Stabilization and Case Management**

When engaging in case management, the Contractor must utilize the Housing First approach to attempt diversion from a shelter, if possible, or rapid return to permanent housing for those individuals experiencing homelessness. To achieve those goals, the Contractor shall:

- A. Provide an orientation to new clients that includes discussion of expectations, guidelines and completion of required forms. This includes the collection of medications, prescriptions and over-the-counter medications, and the dispensing of those items according to established protocol.
- B. Assign case managers to clients based on caseload capacity and special expertise, if applicable. Case management must have flexible availability, including the ability to work



on the weekends or evenings to provide supportive services that do not disrupt clients' work schedules, school hours and other community appointments.

- C. Provide on-site shelter programming that builds the clients' motivation, develops a permanent housing-focused culture, and teaches skills critical to housing placement and stability. The Contractor must provide client enrichment activities tailored to the developmental and cognitive abilities of each client (adults and children). The objective is to provide clients with a wide range of wrap-around services that promote housing stability. Client enrichment activities such as case management services shall be flexible to meet the needs of the clients. Those programs will include such things as:
  - 1. Life skills
  - 2. Managing behavioral health issues
  - 3. Tenant rights and responsibilities
  - 4. Health and wellness
  - 5. Communication and social skills
  - 6. Employability and vocational services
  - 7. Recreational activities and the arts/humanities
  - 8. Financial and budgeting skill development and debt management coaching
  
- D. Initiate housing focused case management services for all those who have stayed at the shelter for at least 7 days and identify clients with a pattern of cycling in and out of homelessness or housing instability; and for those clients who cycle in and out of homelessness, the Contractor shall employ housing focused case management on a more expedited timeline (within 2-3 working days) of shelter re-entry and a case manager must be designated for overall provision of needed services. Additionally, the Contractor may request a case conference with the Community Assistance Bureau (CAB) of DHS for client re-entering emergency shelter pending their previous experiences or outcomes.
  
- E. Ensure timely assessment and resolution of immediate needs. The Contractor shall provide rapid assistance to ensure clients have sufficient clothes, food, access to primary health care, eye, dental care, mental health and substance use treatment. Other case management supports will focus on:
  - 1. Assistance with job search, resume preparation and other employment-related activities.
  - 2. Assistance with any pending eviction proceedings and housing search.
  - 3. Assistance with applying for general relief, cash, and non-cash benefits.
  - 4. Obtaining ID documentation and other vital documents.
  - 5. Ongoing support to connect with primary and behavioral health care as needed.
  
- F. Assess, in conjunction with Arlington County, BHD staff and/or Treatment on Wheels (TOW), whether a client has a documented mental health or other disability that renders them unable to actively engage in the steps needed to work toward a housing placement. Clients must be reassessed in 30-day intervals. Between reassessment intervals, Contractor staff must continue to provide services to the client.

- G. Ensure that an Individual Housing Plan (IHP) is developed within 10 days of admission and updated monthly for each client. Each IHP is developed with the adult head of household and is specific to the clients' needs focusing on resolving barriers most likely to prevent the client from successfully exiting the shelter. IHPs are developed in collaboration with each client and must reflect their expressed goals in their own words. Each IHP shall include at a minimum, the following:
1. Identification of one or more goals along with a clear path as to how they relate to housing stability.
  2. Identification of client needs related to accessing and maintaining housing (e.g., obtaining identification documents, obtaining employment, increasing income, accessing affordable housing through location services, applying for entitlement benefits, addressing medical, mental health and/or substance abuse issues, life skills, legal issues, etc.).
  3. Identification of client strengths and resources related to accessing and maintaining housing.
  4. A target date for move-in to permanent housing.
  5. The action steps towards permanent housing move-in, including but not limited to identification of and referral to community-based resources needed to facilitate housing location and attainment.
  6. Designation of who is responsible for each action step in the IHP, the client or staff, and a target date for the successful completion of each step.
- H. Assist clients in obtaining non-cash benefits (e.g., SNAP, WIC, etc.) as well as cash benefits such as Social Security, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families TANF, child support, etc., when and as appropriate. At least one staff member is certified in SOAR (Social Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery) to assist with social security disability claims and benefit applications for the client and other family members. The case manager must also work with the clients to help find employment or additional income sources.
- I. If applicable, provide support for in or out-of-school adults with a history of chronic unemployment or inconsistent work histories with accessing Workforce Innovation and Opportunity Act (WIOA) Title I youth and adult programs at the Arlington Employment Center. Such programs might include on-the-job training, work experience or transitional job opportunities.
- J. Commit sufficient staff resources to ensure that eligible clients receive appropriate connection to employment services at the Arlington Employment Center (AEC).
- K. Ensure that shelter staff will collaborate, support and coordinate efforts with the County's Housing Locator to address clients' housing needs. Contractor staff must be able to assist clients with housing applications, lease-signing, lease negotiations, and referrals to the Arlington Landlord Partnership (ALP), etc.

- L. Support rapid resolution of homelessness (sometimes referred to as diversion). Leverage other State, Federal, and private funds to support client-centered and creative solutions to housing stability.
  
- M. Implement a case conference process for clients who are not engaged in complying with their IHP or completing agreed upon tasks. The case manager and supervisor will meet to:
  1. Review the IHP and the action steps.
  2. Discuss alternate strategies for engagement and, if indicated, engage other housing and services professionals, which may include non-profit partners and DHS staff within the Community Assistance Bureau (CAB) and/or Housing Assistance Bureau (HAB).
  3. Meet with the client utilizing additional ideas or strategies, discuss their progress, and amend the IHP if appropriate.
  4. Request a case conference with DHS staff within the Community Assistance Bureau (CAB) to engage the client in the process and discuss the expectation for them to participate in the IHP. The outcome of the case conference may include establishing weekly milestones to assist the client in making incremental progress, parameters clients must meet to remain in shelter, or other strategies to promote progress in attaining housing.
  5. Discuss dismissing clients from the shelter for not engaging in services or IHP planning/action. Dismissing a client must be a last resort option. In case a client leaves without notice or engages in behaviors that present an immediate risk of violence or when violence has occurred, the Contractor must elevate requests for dismissals to DHS prior to dismissing clients from shelter.
  6. Review the vulnerability of the client, their capacity to engage in services, and their safety risk to the shelter community as dismissal is considered. For example, dismissals due to noncompliance with housing goals must be reserved for those with high cognitive functioning who have declined multiple housing opportunities versus those with many vulnerabilities who do not have the capacity to engage in services. Dismissals may also be postponed when there is danger of hypothermia or inclement weather.
  
- N. Before any planned dismissal from the shelter, the case manager must devise a follow-up support plan tailored to the client's needs and focused on immediate and long-term housing stability, as well as coordinate access to all appropriate referrals as indicated in the plan. Contractor staff must offer to explore alternative shelter options and referrals to community-based programs if an immediate dismissal is warranted.
  
- O. Prioritize or intensify service provision for clients facing more significant barriers to attaining and sustaining housing and/or those for whom shelter stays are extending beyond 90 days.
  
- P. Ensure clients have access to transportation for any case management related appointments.

**Daily Shelter Responsibilities**

The Contractor is responsible for the successful day-to-day operation of the shelter which includes:

- A. As a part of its daily shelter operations, the Contractor must ensure that the following processes and/or services are provided:
1. Meals: Ensure each shelter client is provided three (3) nutritious meals daily including breakfast, a bag lunch, a hot dinner, and a snack. All meals provided must take into consideration clients with meal restrictions that include but are not limited to diabetic, vegetarian, and kosher meals. Any staff preparing and/or handling food will obtain a ServSafe certificate. The HSC Contractor shall prepare all meals and accept all donated food in compliance with [Arlington County Code 9.2, Food and Food Handling Code](#). The HSC Contractor shall be responsible for the service and maintenance of all kitchen equipment including the steam table, range, range hood, cooking and food preparation surfaces, emptying and properly disposing of grease from the trap, etc. Any prepared food must:
    - a. Comply with the Dietary Guidelines for Americans: <https://health.gov/our-work/nutrition-physical-activity/dietary-guidelines/dietary-reference-intakes-drns>.
    - b. Abide by the Recommended Dietary Allowance (RDA) requirements by providing 33% RDA for one meal, 67% RDA for 2 meals, and 100% RDA for 3 meals per day: <https://health.gov/sites/default/files/2019-09/Appendix-E3-1-Table-A4.pdf>.
    - c. Be adjusted to meet the special dietary needs of participants to the maximum extent feasible.
    - d. Comply with applicable provisions of State or local laws ([Arlington County Food and Food Handling Code](#)) regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of means.
  2. Guest Laundry Service: Provide access to laundry services and detergent to ensure clients are able to wash clothes and linens without leaving the shelter. Arlington County will provide the washer and dryers.
  3. Clean Linens: Ensure that clean bed and bath linens are available for new clients.
- B. Conduct shelter admissions in accordance with Arlington County's Centralized Access System and in cooperation with the EID's Community Assistance Bureau.
- C. Staff from Arlington County's DHS serve as Arlington County's emergency shelter assessment entity during business hours, weekdays between 8:00 a.m. to 5:00 p.m. During non-business hours, individuals at risk of becoming homeless and those experiencing homelessness may access information and services by calling the access phone at 703-228-1010. The Contractor is responsible for providing staff during the County's non-business hours to conduct a telephone interview and intake, rotating with other area non-profits for a total of 4 months out of the year. Assignment will be coordinated by the County in collaboration with area non-profits. The Contractor must follow x1010 Line Protocols during their assigned period. During the phone interview, the Contractor's staff shall complete a triage form in the County's Homeless Management Information System (HMIS), check HMIS for bed availability, and assess the clients' emergency needs. The Contractor shall refer guests admitted to the shelter to CAS the

next working day for a thorough and complete assessment. CAS policies and x1010 Line Protocols can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

- D. Have safety procedures in place such as client sign-in requirements, monitoring of video through cameras installed at common areas inside and outside the shelter, routine security checks/walk-throughs by staff, etc.
- E. The Contractor must, within 30 days of the execution of this contract, submit written procedures for approval by the Department of Human Services to provide for the continued operation of the program in the event of an emergency and/or disaster such as fire, earthquake, bomb threat, tornado, flood, blizzard, pandemic, power outage, staffing shortage, or civil unrest. The procedures shall include, but not be limited to: chain of command (which will identify a member of management or a designee who will be physically present for employee direction during all scheduled work hours), assignment of tasks and responsibilities, notification of staff and authorities, provisions for client records protection, specifications of escape/evacuation routes and procedures, identification of alternative work space (including alternative accommodations for clients in care), and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The Contractor will provide the Project Officer with a list of on-call and phone tree procedures to coordinate response with Contractor staff. The emergency escape/evacuation routes shall be posted at highly visible locations. The Contractor shall conduct and maintain documentation of monthly drills and evaluate the effectiveness of these emergency/disaster procedures at least annually.
- F. While police response to shelter incidents must be reserved for the most significant concerns related to crime and public safety, the Contractor must establish and maintain a relationship with the Arlington Police Department to ensure effective and appropriate coordination and assistance when response is needed.
- G. Identify appropriate activities which can be conducted by properly screened volunteers (criminal background check and Central Registry Check), develop a volunteer recruitment plan, provide orientation and, supervision, and maintain records of volunteer activities, including hours of service and in-kind donations.
- H. Ensure clients have access to medication information to safely support medication compliance. The Contractor will provide access to locked boxes that clients can use. Staff must assess what medications clients are prescribed and help clients in managing medications – including developing and maintaining protocols for all prescription and non-prescription medication that are brought into the facility by clients or purchased by the program and donated to the client.
- I. Ensure all staff are trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (i.e. First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and shall ensure that all staff receives annual updates on any changes to safety and standard precautions

and protocols, including updated COVID-19 protocols and Opioid awareness. The Contractor must have an adequate supply of NARCAN available on-site to provide to clients and/or in case of an overdose.

- J. Conduct regular inspections to ensure the facility remains pest free. The Contractor must inform guests at the time of intake about the types of pests that can be found in the shelter and how they can aid in their control and elimination. The Contractor shall include information to staff about pest control during regular staff meetings and work closely with an identified pest control company to ensure that needed treatments occur on a regular basis. Ensure that the procedures for acceptance of donations, the entry of new guests, and food are designed to eliminate the occurrence of pests in the facility.

To mitigate the risk of bed bugs and due to the limited storage space within units, clients must be asked to limit bringing personal belongings to the shelter site. Clients must not bring furniture, appliances, or other large electronic equipment (such as TVs, microwaves, etc.) into the shelter. The Contractor must assist clients in accessing on-site or off-site storage, to include assistance with storage fees on a case-by-case basis.

- K. An incident is any event that occurs outside of normal operations that can precipitate a crisis. An incident can be categorized as an “unusual incident” or a “critical incident”, as detailed below, and must follow proper reporting/notification processes using the Incident Reporting Form template found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>. A designated emergency shelter staff member is required to contact the Project Officer the next business day for any critical incidents, and provide a written summary within 24 hours of any incident to the shelter’s Project Officer by email at [DHSShelterContract@arlingtonva.us](mailto:DHSShelterContract@arlingtonva.us).

- 1. Unusual incident: Incident that disrupts routine provider operations and deviates from regular operations procedures. In the event of an unusual incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
  - i. Emergency services contact (i.e. police, fire, ambulance, etc.)
  - ii. Indirect threat by a client toward any other person (i.e. staff or other client)
  - iii. Physical abuse
  - iv. Self-injuring behavior
  - v. Incidents involving registered sex offenders
  
- 2. Critical incident: Any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a family/youth or staff. In the event of a critical incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
  - i. Death
  - ii. Direct threat

- iii. Fire
- iv. Gas leak
- v. Homicide
- vi. Infectious diseases (i.e. highly contagious conditions such as scabies, but not the common cold)
- vii. Injury/illness requiring medical attention or hospitalization
- viii. Pest infestation
- ix. Sexual abuse

**The Medical Respite Program (MRP)**

The Medical Respite Program (MRP) is a County-sponsored program located in the HSC and must be managed under the supervision of a nurse practitioner. Referrals to the MRP are submitted from Virginia Hospital Center (VHC) and the Contractor’s Nurse Practitioner (NP). The MRP is not a clinic. Admission to the MRP requires endorsement from DHS. Five of the 55 beds at the HSC emergency shelter are reserved for the MRP. The use of these five beds is dedicated to Arlington residents experiencing homelessness and who are recuperating from an acute medical condition or injury.

- A. The Contractor must employ a full-time (40 hours/week) Nurse Practitioner (NP) to oversee and provide care to clients in the MRP, the general population of the shelter, the day program, and other CoC programs. The NP must:
  - 1. Be certified or eligible for certification as a Nurse Practitioner in Virginia.
  - 2. Provide daily, direct supervision and periodic assessment of ongoing clinical performance of any other medical staff or leveraged medical resources who are providing patient care.
  - 3. Review and respond to urgent medical issues at each shelter.
  - 4. Assist in the assessment and documentation of client’s medical, psychological and social histories.
  - 5. Respond to questions from clients, the public, health care providers, or area service providers via phone and email, providing appropriate information on community resources, as needed.
  - 6. Provide and/or coordinate medical services at the following locations:
    - a. Homeless Services Center
    - b. Residential Program Center
    - c. Sullivan House
    - d. Doorways shelters
    - e. In community and in conjunction with street outreach programs
- B. The Contractor must provide Medical Respite Program Standard Operating Procedures (SOPs) to the Project Officer within 30 days of contract execution. SOPs must include details about the care and continuity of services of Medical Respite clients, including roles and responsibilities of shelter

staff in absence of the Nurse Practitioner, staff procedures to monitor the health and wellness of each client, and must include the following expectations:

1. Provide MRP clients rooms that are separate from the general shelter and the day program populations.
2. Each MRP participant must be assigned to a Shelter Case Manager who will meet regularly with the participant and the NP. Vacancies must be reported immediately to the DHS designee.
3. After a maximum stay of 30 days, the client may be dismissed to the general shelter population at the HSC or alternative housing.
4. All medical waste must be properly disposed of by the Contractor at the DHS building located at 2100 Washington Blvd., Arlington, Virginia 22204.
5. Provide Harm Reduction services, including but not limited to, offsite mobile outreach syringe exchange, Opioid awareness education, NARCAN distribution, education and prevention of other communicable diseases such as HIV/AIDS, Hepatitis, HPV infections, STDs, TB testing/treatment, condoms, and other prevention services.
6. To be eligible to enter the MRP, the guest must:
  - a. Meet the federal definition of homelessness.
  - b. Be an Arlington resident, 18 years of age or older.
  - c. Be recuperating from an acute medical condition or injury requiring bed rest and short-term recuperation, be able to perform Activities of Daily Living (ADL's) without assistance and be independent in mobility (with or without devices such as a wheelchair, crutches, etc.).
  - d. Be psychiatrically stable.
  - e. Have the potential to recover and leave the Medical Respite Program within 30 days.
  - f. Have written endorsement from VHC and the County's DHS designee.

Individuals NOT eligible for services:

- a. Individuals with an acute medical condition or injury from which they cannot recover within 30 days of care at the MRP (e.g., someone with chronic diabetes or a long-standing amputee).
  - b. Individual with only a mental illness diagnosis.
7. Admission of every guest in the HSC MRP requires the written endorsement of the DHS designee.
  8. All admissions to the MRP are made Monday through Friday 8:00 a.m. to 2:00 p.m. Referrals to the MRP are submitted from the VHC and NP to the Project Officer to determine the client's eligibility. If the client does not meet the



eligibility requirements, alternative arrangements may be presented to the Project Officer for endorsement. Prior to any admission to the MRP, the Contractor's NP must provide the County Project Officer with a written plan detailing the care for the expected length of stay, which shall not exceed 30 days.

9. The expected length of stay must be clearly defined based on the findings of the VHC and NP. The Contractor must provide a written interim update to the County Project Officer at the mid-point of each MRP guest's expected length of stay.
  10. If the Contractor anticipates an extension of the MRP guest's stay, it must request the extension in writing to the County Project Officer detailing the justification.
  11. If the Contractor unilaterally accepts a client into the MRP without the prior written approval of the County Project Officer, the Contractor will at its sole cost and expense be responsible for the care, cost of treatment and all medical and personal liability for that MRP guest and must reimburse the County for any costs associated with that MRP guest. The Contractor shall work to immediately relocate that MRP guest to an appropriate facility. The Contractor may not use County-appropriated funds for any expenses incurred for the care, treatment, transportation of the MRP guest.
- C. Other medical services made available to HSC clients and other CoC programs may include:
1. COVID-19 testing.
  2. TB skin tests.
  3. Flu vaccinations.
  4. Provision of other medical assessment and services or referrals to primary and/or urgent care, as needed.

### **Day Program**

The Contractor must provide a day program at the emergency shelter. The objective of the day program is to provide clients with a wide range of wrap-around services. The day program must assist clients in addressing their personal barriers to housing stability.

- A. The hours of operation for the day program shall be flexible to meet the needs of the clients and include day and evening programs six days per week. At a minimum, the Day Program must provide 25 to 30 hours per week on-site shelter programming that builds the clients' motivation, develops a permanent housing-focused culture, and teaches skills critical to housing placement and stability. Client enrichment activities such as case management services shall be flexible to meet the needs of the clients. Those programs will include such things as:
1. Life skills
  2. Managing behavioral health issues
  3. Tenant rights and responsibilities
  4. Health and wellness
  5. Communication and social skills
  6. Employability and vocational services
  7. Recreational activities and the arts/humanities

8. Financial and budgeting skill development and debt management coaching
- B. The programming must be developed collaboratively by the Contractor and DHS. Programming can be provided by the Contractor, community partners, and/or volunteers. Program participants may be clients from the HSC, Hypothermia and Street Outreach programs and RPC clients. Services provided at the HSC day program must include:
    1. Shower facilities: all participants must be provided with access to clean shower facilities and provided with toiletries and fresh towels.
    2. Laundry facilities: all participants must have access to laundry facilities and detergent provided.
    3. Use of telephone or providing options to receive mail.
    4. Access to clothing and other essential, basic needs such as toiletries, sanitation products, and personal hygiene items.
    5. Meal Program: The Contractor will be responsible for providing three meals daily including breakfast, a bag lunch and a hot dinner and a snack for every day program client. Meal provision must follow the same requirements as for shelter clients.
    6. Client Services: The objective of the Day Program is to provide clients with a wide range of wrap-around services. The Day Program must assist clients in addressing their personal barriers to housing stability with the support of staff and volunteers.
  - C. The programming must be developed and implemented by the Contractor, community partners, and/or volunteers. The services provided by the Contractor shall include services to supplement and enhance case management activities, and/or activities and programming that enrich client emotional health and well-being (e.g., support groups, exercise/yoga, art and creative expression workgroups, etc.).
  - D. The Contractor must advertise the Day Program services, resources and programming with people experiencing homelessness and community partners (e.g., outreach services, Arlington County Police Department, and local businesses) who can promote and encourage utilization of Day Program services. Details of the Day Program must also be included in the Contractor's website and other marketing materials.
  - E. Ensure clients receive case management services as outlined in the above "Housing Stabilization and Case Management" section. This includes providing affirming and equitable services that comply with ADA and align with best practices.

#### Hypothermia Program

- A. Operate the Hypothermia Program from November 1 through March 31 each year. The Hypothermia Program is a 25-bed program. Extensions to this time frame are contingent on inclement weather and will be determined in collaboration with DHS.
- B. The Hypothermia Program shall operate in the HSC dining hall and lobby utilizing cots that can be relocated during the day, unless otherwise notified by DHS.

- C. Accept all individuals identifying as homeless into the shelter whether they are Arlington residents or not. These individuals will be provided with all services available to Day Program participants, including access to laundry, showers, clothing, and meals.
- D. In case all 25 hypothermia spaces are filled, the RPC located at 1554 Columbia Pike, Arlington, Virginia, 22204, shall be responsible for accepting the overflow of up to 15 hypothermia clients from the HSC shelter. These hypothermia overflow clients will remain in the RPC shelter from 10 pm to 6 am, as needed. The HSC staff shall be responsible for transportation to the RPC shelter. Hypothermia Shelter Guidelines includes the overflow operation at RPC and can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>. This document is the Arlington County Standard Operating Procedures (SOP) for Emergency Shelters During Hypothermia Season, and the Contractor shall continue to monitor these SOPs for additional Updates.
- E. In addition, the Contractor must deploy at least three additional temporary Shelter Monitors for each hypothermia season. In case of inclement weather, the Contractor will house the shelter monitors at local hotels; the County will reimburse the costs.

**Staffing**

The Contractor shall employ staff that is representative of the demographics of clients served and qualified to effectively operate and manage the shelter. All hiring shall be conducted in compliance with local, state, and federal equal opportunity regulations and the Contractor shall have in place, and operate in accordance with, a personnel system. The Contractor shall ensure their supervisory staff has the adequate skills and knowledge regarding supervision practices, performance evaluation, and progressive disciplinary processes. The Shelter Director or other senior staff must have a master’s degree and/or experience in a relevant human services field. Staff must have training and/or work experience in homeless services or related human services programs.

- A. Shelter Director or other assigned senior staff shall have responsibilities that include:
  - 1. Working with County staff to ensure that all program operations, policies, and procedures are designed to support the emergency shelter’s core purpose.
  - 2. Ensuring all requirements of this Scope of Work are met.
  - 3. Overseeing the day-to-day operation of the emergency shelter and any associated programs.
  - 4. Ensuring that emergency shelter staff are appropriately oriented, trained, and supervised, vacancies are minimized, and vacant positions are promptly filled.
  - 5. Ensuring program staff are aware of their responsibilities relative to their job descriptions and the core purpose of shelter operations.
  - 6. Ensuring the shelter is appropriately staffed 24 hours each day with bilingual (English-Spanish speaking) staff.
  - 7. Ensuring the emergency shelter develops and maintains effective relationships with community partners, including other service providers, funders, and neighbors.
  - 8. Ensuring that any changes to staffing, such as the number of positions within each classification, or job titles, within the limits of the total approved budget, and

including appointment of the shelter director, are made only by mutual agreement between the Contractor and Arlington DHS. In the event the Director position becomes vacant, the Contractor shall immediately consult with DHS staff including the Housing Assistance Bureau Director, the CoC Services Coordinator, and the Project Officer before appointing a qualified staff person to serve in an acting capacity until the position is filled.

9. Ensuring all direct staff, or 24/7 essential staff, are qualified for assigned positions. This could include a combination of life experiences and formal education.
10. Employing Case Managers who have at least a 4-year college degree, preferably in the Human Services field.
11. Utilizing peer support specialists and have a minimum of one paid employee with lived experience in either mental health and/or substance use recovery or past experience with homelessness.

### **County-Provided Resources and Services**

Arlington County will provide the following additional resources and service for the successful operation of Homeless Services Center (HSC):

- A. Assign a Project Officer who will be the main contact and has oversight of the contract and services.
- B. Pay for utilities (electricity and water) and maintenance of life safety system
- C. A security guard on duty 56/hours per week.
- D. Provide appliances (refrigerators, stoves, washers, and dryers); however, the Contractor will be responsible for the maintenance of these appliances.
- E. Initial furnishing of the shelter with a requisite number of beds. Replacement items must be requested by the Contractor in writing to the Project Officer.
- F. One annual exterior window cleaning and keep window casement and wood trim in good condition.
- G. HVAC maintenance.
- H. Maintain interior and exterior walls including pointing of brick and vinyl siding when the need for maintenance, repair, or replacement results from normal wear and tear. The Contractor shall be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and clients.
- I. Replace glass and screens from normal wear and tear. The County will not be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and clients.

- J. Maintain roof, gutters and leaders, painting, site lighting (attached and detached), concrete walkways, entrance and exit doors, County-provided mechanical equipment and their enclosures.
- K. Refuse collection.
- L. Provide pest extermination services on a monthly basis, and, if needed, perform bed bug treatment/remediation.
- M. Landscaping.
- N. Snow and ice removal from the walkways and parking lot.
- O. Support and maintain the HMIS database. Provide access to the database for Contractor's staff and train staff to report data on client services provided.
- P. Provide and maintain internal and external security cameras with monitors.
- Q. Provide intake and initial assessment and referrals of clients to the shelter through the [Centralized Access System](#) (CAS).
- R. Review and approve invoices and reports submitted by the Contractor.
- S. Provide technical assistance and support in the implementation of shelter operation and management of programs.
- T. Assistance with housing location services for households with greater challenges in attaining permanent housing can be provided by a DHS Housing Locator, which is a position within the County's Housing Assistance Bureau and provides housing location services to clients within the Continuum of Care. Services include helping with locating affordable housing and leads to CoC referrals.
- U. Conduct regular site visits to ensure compliance with contract requirements. A monitoring site visit will be completed within the first 12 months of the contract start; monitoring visits will occur annually thereafter. This will include a financial and programmatic review and an inspection of the shelter facilities. Additional site visits may be conducted without notice at the discretion of Arlington.
- U. Conduct periodic monitoring of program participants' satisfaction through direct contact with clients or through surveys.
- V. Behavioral health linkages with Arlington County's BHD. BHD works closely with emergency shelter operators to identify persons experiencing homelessness who have Serious Mental Illness (SMI). BHD has specialized outreach efforts that offers homeless case management services through its TOW program. The County's TOW program:
  1. Provides clinical assessments.
  2. Offers specialized homeless case management.

3. Connects to appropriate services and housing resources for adults and/or children with serious mental illness and/or substance abuse disorders who are also experiencing homelessness.
4. Connects to available services for adults and/or children without serious mental illness and/or substance use disorders who are also experiencing homelessness.

The Contractor will work with the County's BHD and TOW program to engage clients experiencing homelessness to:

1. Provide essential supplies (i.e. such as food, blankets, clothing, toiletries, etc.).
2. Promote access to mail, laundry and showering services.
3. Build relationships.
4. Navigate clients to higher-level services or non-SMI services.

W. County-provisioned telephones, voice-over IP services for phone calls, computers/laptops, printers/fax/scanners, Internet services, and cloud-based storage.

1. Usage of County-provisioned assets is limited to meeting the scope and services set forth in the terms of this contract, only.
2. The Contractor must submit personnel policies regarding the use of technology to the Project Officer within 30 days of contract start and whenever updated for review and approval.
3. Any changes to the setup of equipment or technology services at the program site must be submitted to the Project Officer in writing with a justification for the request. Any proposed changes must also meet the core business needs of the Contractor and meet the scope and services set forth in the terms of this contract. Review and approval of proposed changes is at the sole discretion of the County.

X. The County's Department of Technology Services (DTS) will provide access to its' help-desk system for troubleshooting and incident reporting for County-provisioned devices and systems. Directions will be provided by the County at the Contract execution.

Y. Provide answers to questions regarding repair or replacement of County-provisioned items (furniture, equipment, appliances, etc.). Determination of work needed and related costs is at the sole discretion of the County.

Z. Approve or deny the disposal of any County-provisioned items (furniture, equipment, appliances, etc.).

### **Performance Expectations and reporting Requirements**

The performance standards outlined in the tables below were developed by the CoC in alignment with local, state and federal performance guidance. The standards shall apply to all Arlington County programs that are governed by the Arlington County CoC. Any future changes to the performance measures affirmed by the CoC shall be communicated to the Contractor and will be immediately applicable.

**Table C: HSC Quarterly Performance Expectations**

<b>Outcome</b>	<b>Output</b>	<b>CoC Performance Standard</b>
Increase shelter occupancy	Maximize shelter utilization to accommodate people in need of emergency shelter at a rate equal to or greater than the CoC standard.	≥ 75%
Increase any cash income (SSI, SSDI, etc.)	Proportion of individuals exiting shelter with any cash income (SSI, SSDI, etc.) at a rate equal to or greater than the CoC standard.	≥ 70%
Increase noncash benefits at exit (i.e. SNAP, etc.)	Proportion of individuals exiting shelter with any non-cash benefits at a rate equal to or greater than the CoC standard.	≥ 45%
Reduce length of stay for individuals in shelter	For stayers: Median length of stay is equal to or less than the CoC standard.	Report the number of individuals who remained in the shelter (stayers): a. < 30 days b. 31-60 days c. 61-90 days a. 91-180 days e. > 181 days
Reduce length of stay for individuals in shelter	For individuals who exited: Median length of stay is equal to or less than the CoC standard.	≥ 3 months
Increase exits to permanent housing	Individuals exit shelter to permanent housing at a rate equal to or greater than the CoC standard.	≥ 30%
Decrease exits to temporary destinations	Individuals exit shelter to destinations other than street, emergency shelter, or temporary stays at a rate equal to or less than the CoC standard.	≤ 15%
Ensure clients have an opportunity to express their level of satisfaction with the shelter program	All individuals have the opportunity to complete a shelter satisfaction survey during their time of stay.	≥ 75%
Increase client satisfaction of program services	Individuals are satisfied with the services and accommodations they are receiving (as measured by: # of respondents that indicate 'always' or 'most of the time' on questions: 3a, 5, 6, 8, 9, 10 of the survey)	≥ 85%

<b>Program Indicator</b>	<b>Measurement</b>	
Persons served	Total number of individuals served	#
Barriers and Successes to Service Delivery	What barriers or limitations does the shelter frequently encounter as well as any successes?	Narrative
Staff Training	Types of training, hours of training received, and staff engaged in training.	Narrative

**Table D: Medical Respite Program (MRP) Quarterly Performance Expectations**

<b>Outcome</b>	<b>Output</b>	<b>CoC Performance Standard</b>
Individuals served in the MRP will exit to positive destinations	Individuals served in the MRP will exit to emergency shelter or permanent housing after 30 days of MRP acceptance	≥ 90%
Decrease utilization rate of MRP by exiting individuals to better, more stable housing	Individuals exit MRP to better, more stable housing and the MRP maintains a bed utilization rate equal to or greater than the CoC standard	≥ 75%.
<b>Program Indicator</b>	<b>Measurement</b>	
Persons Served	Total number of individuals served in the MRP	#
Serviced Provided	Total number and type of medical services provided to clients (e.g., substance abuse, medication, etc.)	Narrative
Barriers and Successes to Service Delivery	What barriers or limitations does the MRP frequently encounter as well as any successes?	Narrative

**Table E: Day Program Quarterly Performance Expectations**

<b>Outcome</b>	<b>Output</b>	<b>CoC Performance Standard</b>
Increase exits to permanent housing	Individuals served in the HSC Day Program exit to permanent housing at a rate equal to or greater than the CoC standard.	≥ 35%
Increase exits to temporary destinations	Individuals served in the HSC Day Program exit to temporary destinations	≥ 20%



	at a rate equal to or greater than the CoC standard.	
<b>Program Indicator</b>	<b>Measurements</b>	
Persons Served (shelter and day program combined)	Total number of individuals served by the Day Program.	#
Persons Served (non-shelter clients)	Total number of individuals who are not residing in the HSC shelter but are enrolled in day programming.	#
Case Management Engagement	Total number of people engaged in case management services who are not residing in HSC shelter.	#
Number, type and total number of individuals for each workshop offered to clients daily	# of Groups: # of Classes: # of Participants: <i>Please list the different types of classes here or submit a separate document with this breakdown</i>	#
Barriers and Successes to Service Delivery	What barriers or limitations does the day program frequently encounter as well as any successes?	Narrative

**Table F: Hypothermia Program Monthly Performance Expectations**

<b>Outcome</b>	<b>Output</b>	<b>CoC Performance Standard</b>
Increase exits from hypothermia shelter to year-round shelter	Eligible Hypothermia shelter clients will move to year-round shelter within 10 calendar days from entering Hypothermia	≥ 25%
Increase exits to permanent housing	Individuals will exit to permanent housing at a rate equal to or greater than the CoC standard.	≥ 10%
Increase exits to temporary destinations	Individuals will exit to temporary destinations (i.e. shelter) at a rate equal to or greater than the CoC standard.	≥ 50%
<b>Program Indicator</b>	<b>Measurements</b>	
Persons Served	Total number of individuals served in the Hypothermia shelter program (Arlington residents)	#
Persons Served	Total number of individuals served in the Hypothermia shelter program (non-Arlington residents)	#
Barriers and Successes to Service Delivery	What barriers or limitations does the Hypothermia shelter program frequently encounter as well as any successes?	Narrative

**Table G: Quarterly and Annual Reporting Requirements**

Report Name & Submission Method	Frequency	Template
1. <b>Annual Performance Report (APR):</b> Submit a PDF of the report generated via HMIS	Quarterly	N/A
<p>2. <b>Quarterly Programmatic and Narrative Report:</b> Submit using the template provided.</p> <p>Report includes:</p> <p>a) Program performance expectations (see Table C, D, E, and F)</p> <p>b) Narrative explaining program successes or setbacks, a program participant success story, and explanations and corrective action planned or taken for any variance greater than 10% of each prescribed performance standard as defined in the CoC Standards.</p> <p>c) A summary of any workshops and training activities provided to program participants, including the number, type and total attendees for each activity</p> <p>d) A summary of staff training hours, including the name of the staff person, their role, and training hours completed in the reporting period.</p>	Quarterly	<a href="#">HAB Reporting Template</a>
3. <b>Program Summary:</b> Using the template provided. Staff and Program Director sign off on program APR, HUD Data Quality and Bed Utilization reports.	Quarterly	<a href="#">CoC Data Sign-Off</a>
4. <b>Consumer Satisfaction Surveys:</b> Using the template provided. Aggregate results of annual Arlington County Continuum of Care Consumer Satisfaction Survey in both English and Spanish	Annually	<a href="#">Consumer Satisfaction Survey (English)</a> & <a href="#">Consumer Satisfaction Survey (Spanish)</a>
<p>5. <b>Annual APR and Trends Report:</b></p> <p>a) <b>Annual Performance Report (APR) for the 12-month reporting period:</b> Submit PDF of HMIS-generated report.</p> <p>b) <b>The Trends Report:</b> Submit a word document. Includes 3-5 bullet points about noticeable trends and challenges, a single and succinct one-paragraph success story (limited to 250 words maximum), and two high resolution photos that highlight efforts to prevent or end homelessness.</p>	Annually	N/A
6. <b>Housing Inventory Count (HIC):</b> Using the HIC Form provided by Arlington County DHS (at time of Point in Time Count).	Annually	To be provided at the time of the HIC submission

7. <b>Point-in-Time Count (PIT):</b> Complete PIT surveys of shelter clients in HMIS.	Annually	To be provided at the time of the PIT Count
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**PART 3: SCOPE OF WORK FOR THE RESIDENTIAL PROGRAM CENTER (RPC)**

**General Requirements**

The Contractor shall operate the RPC emergency shelter as follows and in accordance with Arlington County Strategic Plan to Prevent and End Homelessness, the Centralized Access System Policies and Procedures Manual and the Unified Shelter Standard Operating Procedures, both found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

The Contractor must:

- A. Provide emergency shelter services for single adults without children (including TAYs if applicable) as outlined in the approved [Unified Shelter Standard Operating Procedures \(SOP\)](#) seven days/week, 365 days of the year. Manage the day-to-day operations of the facilities and programs.
- B. Manage the emergency shelter operation to assure that it is physically and programmatically structured to receive and support clients.
- C. Implement a low-barrier, high expectation shelter model that provides access to shelter and housing location services. Clients that may be actively using substances and/or be reluctant to engage in mental health, substance abuse or other types of treatment are still able to access shelter services. The Contractor must provide creative approaches to client engagement, such as motivational interviewing, assertive engagement, and progressive engagement. Shelter staff must strive to limit involuntary dismissals to instances where clients pose a significant health and/or safety risk to themselves, staff, or other clients.
- D. Policies and procedures must be made available for review by the Project Officer within 60 days of contract start. All proposed changes to shelter policies and practices shall be submitted to the County for review and written approval.
- E. Ensure admission to the shelter is solely through the County’s Centralized Access System (CAS) 24-hours a day, 7-days a week, unless otherwise specified by the County.
- F. Provide a safe experience in which every client is respected.
- G. Provide nutritious food service for breakfast, lunch, and dinner, of which one meal must be served hot.
- H. Provide clients with appropriate clothing, as available.
- I. Accept, manage and distribute in-kind donations to clients.

- J. Ensure all staff are trained to provide the services that support operations of the emergency shelter and diverse clients with varying levels of abilities and needs. This includes trainings in best practices (i.e., Low-Barrier Homeless Services, Trauma-Informed Care, Harm Reduction, Housing First Principles, crisis intervention/de-escalation, inclusive and affirming services to the LGBTQ+ community, communicable diseases, etc.) as well as proper clinical supervision (i.e., one-on-one supervisor or group supervision).
- K. Maintain compliance with CoC Equal Access policy and ensure participants can decide for themselves who is a member of their family and can be served together with those people. Within the CoC Equal Access policy, each Contractor must allow reasonable accommodations for service animals, emotional support animals, and if applicable pets. The CoC Equal Access policy is included in the Centralized Access System (CAS) Policies found here:  
<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.
- L. Maintain a designated webpage for the shelter program to provide current information to the public of activities and programs within the shelter.
- M. Have in place appropriate system security measures and maintenance for IT equipment to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and safe access to the Homeless Management Information System (HMIS).
- N. Comply with all laws, ordinances, codes, rules and regulations of the local, state and federal governments which in any way affect its operations and adhere to instructions prescribed by DHS for the effective administration of the emergency shelter.
- O. Comply with all applicable Violence Against Women Act (VAWA) regulations, including the Emergency Transfer Plan. The Contractor will ensure all clients review the Emergency Transfer Plan Notice and a copy of the policy is posted and available to clients at all times. The Emergency Transfer Plan and Notice are found in the CAS Policies.
- P. Encourage guests to complete Arlington County approved Consumer Satisfaction Surveys in [English](#) or [Spanish](#) at least quarterly. If ratings are below satisfactory, the Contractor must submit a plan for improvement to the Project Officer within 30 days. Additionally, the Contractor must demonstrate how they will solicit and incorporate client feedback in their plan.
- Q. Post a transparent and DHS-approved grievance procedure throughout each facility and have it available in multiple languages. Grievances that cannot be addressed through internal and escalating levels of review must be submitted to the DHS Project Officer for review and response.
- R. Maintain data according to [HMIS SOP/Protocols](#) as required and submit data on a quarterly basis to the County Project Officer. Each program of the HSC will have its own HMIS program for separate data entry purposes.

- S. Meet objectives, performance expectations, and reporting requirements as outlined in Tables H and I below. These outcomes must be satisfied to maintain compliance with the Agreement.

### **Housing Stabilization and Case Management**

When engaging in case management, the Contractor must utilize the Housing First approach to attempt diversion from a shelter, if possible, or rapidly return to permanent housing for those individuals experiencing homelessness. To achieve those goals, the Contractor shall:

- A. Provide an orientation to new clients that includes discussion of expectations, guidelines and completion of required forms. This includes the collection of medications, prescriptions and over-the-counter medications, and the dispensing of those items according to established protocol.
- B. Assign case managers to clients based on caseload capacity and special expertise, if applicable. Case management must have flexible availability, including the ability to work on the weekends or evenings to provide supportive services that do not disrupt clients' work schedules, school hours and other community appointments.
- C. Provide on-site shelter programming that builds the clients' motivation, develops a permanent housing-focused culture, and teaches skills critical to housing placement and stability. The Contractor must provide client enrichment activities tailored to the developmental and cognitive abilities of each client (adults and children). The objective is to provide clients with a wide range of wrap-around services that promote housing stability. Client enrichment activities such as case management services shall be flexible to meet the needs of the clients. Those programs will include such things as:
  - 1. Life skills
  - 2. Managing behavioral health issues
  - 3. Tenant rights and responsibilities
  - 4. Health and wellness
  - 5. Communication and social skills
  - 6. Employability and vocational services
  - 7. Recreational activities and the arts/humanities
  - 8. Financial and budgeting skill development and debt management coaching
- D. Initiate housing focused case management services for all those who have stayed at the shelter for at least 7 days and identify clients with a pattern of cycling in and out of homelessness or housing instability; and for those clients who cycle in and out of homelessness, the Contractor shall employ housing focused case management on a more expedited timeline (within 2-3 working days) of shelter re-entry and a case manager must be designated for overall provision of needed services. Additionally, the Contractor may request a case conference with the Community Assistance Bureau (CAB) of DHS for client re-entering emergency shelter pending their previous experiences or outcomes.
- E. Ensure timely assessment and resolution of immediate needs. The Contractor shall provide rapid assistance to ensure clients have sufficient clothes, food, access to primary

health care, eye, dental care, mental health and substance use treatment. Other case management supports will focus on:

1. Assistance with job search, resume preparation and other employment-related activities.
  2. Assistance with any pending eviction proceedings and housing search.
  3. Assistance with applying for general relief, cash, and non-cash benefits.
  4. Obtaining ID documentation and other vital documents.
  5. Ongoing support to connect with primary and behavioral health care as needed.
- F. Assess, in conjunction with Arlington County, BHD staff and/or Treatment on Wheels (TOW), whether a client has a documented mental health or other disability that renders them unable to actively engage in the steps needed to work toward a housing placement. Clients must be reassessed in 30-day intervals. Between reassessment intervals, Contractor staff must continue to provide services to the client.
- G. Ensure that an Individual Housing Plan (IHP) is developed within 10 days of admission and updated monthly for each client. Each IHP is developed with the adult head of household and is specific to the clients' needs focusing on resolving barriers most likely to prevent the client from successfully exiting the shelter. IHPs are developed in collaboration with each client and must reflect their expressed goals in their own words. Each IHP shall include at a minimum, the following:
1. Identification of one or more goals along with a clear path as to how they relate to housing stability.
  2. Identification of client needs related to accessing and maintaining housing (e.g., obtaining identification documents, obtaining employment, increasing income, accessing housing location services, applying for entitlement benefits, addressing medical, mental health or and substance abuse issues, life skills, legal issues, etc.).
  3. Identification of client strengths and resources related to accessing and maintaining housing.
  4. A target date for move-in to permanent housing.
  5. The action steps towards permanent housing move-in, including but not limited to identification of and referral to community-based resources needed to facilitate housing location and attainment.
  6. Designation of who is responsible for each action step in the IHP, the client or staff, and a target date for the successful completion of each step.
- H. Assist clients in obtaining non-cash benefits (e.g., SNAP, WIC, etc.) as well as cash benefits such as Social Security, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families TANF, child support, etc., when and as appropriate. At least one staff member is certified in SOAR (Social Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery) to assist with social security disability claims and benefit applications for the client and other family members. The case manager must also work with the clients to help find employment or additional increase income sources.

- I. If applicable, provide support for in or out-of-school adults with a history of chronic unemployment or inconsistent work histories with accessing Workforce Innovation and Opportunity Act (WIOA) Title I youth and adult programs at the Arlington Employment Center. Such programs might include on-the-job training, work experience or transitional job opportunities.
- J. Commit sufficient staff resources to ensure that eligible clients receive appropriate connection to employment services at the Arlington Employment Center (AEC).
- K. Ensure that shelter staff will collaborate, support and coordinate efforts with the County's Housing Locator to address clients' housing needs. Contractor staff must be able to assist clients with housing applications, lease-signing, lease negotiations, and referrals to the Arlington Landlord Partnership (ALP), etc.
- L. Support rapid resolution of homelessness (sometimes referred to diversion). Leverage other State, Federal, and private funds to support client-centered and creative solutions to housing stability.
- M. Implement a case conference process for clients who are not engaged in complying with their IHP or completing agreed upon tasks. The case manager and supervisor will meet to:
  - 1. Review the IHP and the action steps.
  - 2. Discuss alternate strategies for engagement and, if indicated, engage other housing and services professionals, which may include non-profit partners and DHS staff within the Community Assistance Bureau (CAB) and/or Housing Assistance Bureau (HAB).
  - 3. Meet with the client utilizing additional ideas or strategies, discuss their progress, and amend the IHP if appropriate.
  - 4. Request a case conference with DHS staff within the Community Assistance Bureau (CAB) to engage the client in the process and discuss the expectation for them to participate in the IHP. The outcome of the case conference may include establishing weekly milestones to assist the client in making incremental progress, parameters clients must meet to remain in shelter, or other strategies to promote progress in attaining housing.
  - 5. Discuss dismissing clients from the shelter for not engaging in services or IHP planning/action. Dismissing a client must be a last resort option. In case a client leaves without notice or engages in behaviors that present an immediate risk of violence or when violence has occurred, the Contractor must elevate requests for dismissals to DHS prior dismissing clients from shelter.
  - 6. Review the vulnerability of the client, their capacity to engage in services, and their safety risk to the shelter community as dismissal is considered. For example, dismissals due to noncompliance with housing goals must be reserved for those with high cognitive functioning who have declined multiple housing opportunities versus those with many vulnerabilities who do not have the capacity to engage in services. Dismissals may also be postponed when there is danger of hypothermia or inclement weather.

- N. Before any planned dismissal from the shelter, the case manager must devise a follow-up support plan tailored to the client's needs and focused on immediate and long-term housing stability, as well as coordinate access to all appropriate referrals as indicated in the plan. Contractor staff must offer to explore alternative shelter options and referrals to community-based programs if an immediate dismissal is warranted.
- O. Prioritize or intensify service provision for clients facing more significant barriers to attaining and sustaining housing and/or those for whom shelter stays are extending beyond 90 days.
- P. Ensure clients have access to transportation for any case management related appointments.

### Daily Shelter Responsibilities

The Contractor is responsible for the successful day-to-day operation of the shelter which includes:

- A. As a part of its daily shelter operations, the Contractor shall ensure that the following processes and/or services are provided:
  - 1. Meals: Ensure shelter guests and day program participants have access to three (3) nutritious meals per day including breakfast, a bag lunch, a hot dinner, and a snack. All meals provided must take into consideration clients with meal restrictions that include but are not limited to diabetic, vegetarian, and kosher meals. The RPC facility does not have access to a kitchen, only to warming stations. As such, the Contractor may either use a catering company contracted with by the County or sub-contract a catering vendor of their choosing. Any staff preparing and/or handling food will obtain a ServSafe certificate. Any preparation of food and/or acceptance of donated food shall be in compliance with [Arlington County Code 9.2, Food and Food Handling Code](#). Any prepared food must:
    - a. Comply with the Dietary Guidelines for Americans: <https://health.gov/our-work/nutrition-physical-activity/dietary-guidelines/dietary-reference-intakes-drts>.
    - b. Abide by the Recommended Dietary Allowance (RDA) requirements by providing 33% RDA for one meal, 67% RDA for 2 meals, and 100% RDA for 3 meals per day: <https://health.gov/sites/default/files/2019-09/Appendix-E3-1-Table-A4.pdf>.
    - c. Be adjusted to meet the special dietary needs of participants to the maximum extent feasible.
    - d. Comply with applicable provisions of State or local laws ([Arlington County Food and Food Handling Code](#)) regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of means.
  - 2. Guest Laundry Service: Provide access to laundry services and detergent to ensure clients are able to wash clothes and linens without leaving the shelter. Arlington County will provide the washer and dryers.
  - 3. Clean Linens: Ensure that clean bed and bath linens are available for new clients.
- B. Conduct shelter admissions in accordance with Arlington County's Centralized Access System and in cooperation with the EID's Community Assistance Bureau.



- C. Staff from Arlington County's DHS serve as Arlington County's emergency shelter assessment entity during business hours, weekdays between 8:00 a.m. to 5:00 p.m. During non-business hours, individuals at risk of becoming homeless and those experiencing homelessness may access information and services by calling the access phone at 703-228-1010. The Contractor is responsible for providing staff during the County's non-business hours to conduct a telephone interview and intake, rotating with other area non-profits for a total of 4 months out of the year. Assignments will be coordinated by the County in collaboration with area non-profits. The Contractor must follow x1010 Line Protocols during their assigned period. During the phone interview, the Contractor's staff shall complete a triage form in the County's Homeless Management Information System (HMIS), check HMIS for bed availability, and assess the clients' emergency needs. The Contractor shall refer guests admitted to the shelter to CAS the next working day for a thorough and complete assessment. CAS policies and x1010 Line Protocols can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>
- D. Have safety procedures in place such as client sign-in requirements, monitoring of video through cameras installed at common areas inside and outside the shelter, routine security checks/walk-throughs by staff, etc.
- E. The Contractor shall, within 30 days of the execution of this contract, submit written procedures for approval by the Department of Human Services to provide for the continued operation of the program in the event of an emergency and/or disaster such as fire, earthquake, bomb threat, tornado, flood, blizzard, pandemic, power outage, staffing shortage, or civil unrest. The procedures shall include, but not be limited to: chain of command (which will identify a member of management or a designee who will be physically present for employee direction during all scheduled work hours), assignment of tasks and responsibilities, notification of staff and authorities, provisions for client records protection, specifications of escape/evacuation routes and procedures, identification of alternative work space (including alternative accommodations for clients in care), and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The Contractor will provide the Project Officer with a list of on-call and phone tree procedures to coordinate response with Contractor staff. The emergency escape/evacuation routes shall be posted at highly visible locations. The Contractor shall conduct and maintain documentation of monthly drills and evaluate the effectiveness of these emergency/disaster procedures at least annually.
- F. While police response to shelter incidents must be reserved for the most significant concerns related to crime and public safety, the Contractor must establish and maintain a relationship with the Arlington Police Department to ensure effective and appropriate coordination and assistance when response is needed.
- G. Identify appropriate activities which can be conducted by properly screened volunteers (criminal background check and Central Registry Check), develop a volunteer recruitment plan, provide orientation and supervision, and maintain records of volunteer activities, including hours of service and in-kind donations.

- H. Ensure clients have access to medication information to safely support medication compliance. The Contractor will provide access to locked boxes that clients can use. Staff must assess medications clients are prescribed and help clients in managing medications – including developing and maintaining protocols for all prescription and non-prescription medication that are brought into the facility by clients or purchased by the program and donated to the client.
- I. Ensure all staff are trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (i.e. First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and shall ensure that all staff receives annual updates on any changes to safety and standard precautions and protocols, including updated COVID-19 protocols and Opioid awareness. The Contractor must have an adequate supply of NARCAN available on-site to provide to clients and/or in case of an overdose.
- J. Conduct inspections as needed to ensure the facility remains pest free. The Contractor shall inform clients at the time of intake about the types of pests that can be found in the shelter and how one can aid in their control and elimination (i.e. bed bugs, mice, roaches, etc.). The Contractor shall include information to staff about pest control during regular staff meetings and work closely with an identified pest control company to ensure that needed treatments occur on a regular basis. Ensure that the procedures for acceptance of donations, the entry of new client, and the handling of medications and food are designed to eliminate the occurrence of pests in the facility.
  - i. To mitigate the risk of bed bugs and due to the limited storage space, clients must be asked to limit bringing personal belongings to the shelter site. Clients must not bring furniture, appliances, or other large electronic equipment (such as TVs, microwaves, etc.) into the shelter. The Contractor will assist clients in accessing on-site or off-site storage, to include assistance with storage fees for program participants on a case-by-case basis.
- K. An incident is any event that occurs outside of normal operations that can precipitate a crisis. An incident can be categorized as an “unusual incident” or a “critical incident”, as detailed below, and must follow proper reporting/notification processes using the Incident Reporting Form template found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>. A designated emergency shelter staff member is required to contact the Project Officer the next business day for any critical incidents, and provide a written summary within 24 hours of any incident to the shelter’s Project Officer by email at [DHSShelterContract@arlingtonva.us](mailto:DHSShelterContract@arlingtonva.us).
  - 1. Unusual incident: Incident that disrupts routine provider operations and deviates from regular operations procedures. In the event of an unusual incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
    - a. Emergency services contact (i.e. police, fire, ambulance, etc.)

- b. Indirect threat by a client toward any other person (i.e. staff or other client)
  - c. Physical abuse
  - d. Self-injuring behavior
  - e. Incidents involving registered sex offenders
- 2. Critical incident: Any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a family/youth or staff. In the event of a critical incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
  - a. Death
  - b. Direct threat
  - c. Fire
  - d. Gas leak
  - e. Homicide
  - f. Infectious diseases (i.e. highly contagious conditions such as scabies, but not the common cold)
  - g. Injury/illness requiring medical attention or hospitalization
  - h. Pest infestation
  - i. Sexual abuse
- L. In addition to the 42 year-round shelter clients, the RPC Contractor shall be responsible for accepting the overflow of up to 15 hypothermia clients from the Homeless Services Center (HSC) shelter. The hypothermia overflow clients will remain in the RPC shelter from 10 pm to 6 am as needed. The HSC Contractor shall be responsible for round-trip transportation to and from the RPC shelter. The HSC Contractor shall not make any additional accommodations for hypothermia clients that exceed capacity without expressed written consent from DHS. Review the link of the Guidelines for Hypothermia Shelter Guideline at RPC.
- M. Six of the 42 beds in the RPC shall be utilized for a Jail Diversion Pilot Program, known as the forensic team's Re-Entry Programming Unit (RPU), designed to meet the needs of homeless clients who have been identified as consistently cycling through the Arlington County jail system for minor offenses. The Jail Diversion Pilot Program provides additional, BHD services along with case management services. BHD, not the Contractor, will manage those six beds. As needed, and at the direction of BHD, these six beds may be temporarily allocated to the Hypothermia overflow from the HSC shelter. Here too, the Contractor shall be responsible for the coordination of services with BHD staff for the Jail Diversion Pilot Program.

**Day Program**

The Contractor must provide a day program at the emergency shelter. The objective of the day program is to provide clients with a wide range of wrap-around services. The day program must assist clients in addressing their personal barriers to housing stability.

- A. The hours of operation for the day program shall be flexible to meet the needs of the clients and include day and evening programs six days per week. At a minimum, the Day Program must provide 25 to 30 hours per week on-site shelter programming that builds the clients' motivation, develops a permanent housing-focused culture, and teaches skills critical to housing placement and stability. Client enrichment activities such as case management services shall be flexible to meet the needs of the clients. Those programs will include such things as:
1. Life skills
  2. Managing behavioral health issues
  3. Tenant rights and responsibilities
  4. Health and wellness
  5. Communication and social skills
  6. Employability and vocational services
  7. Recreational activities and the arts/humanities
  8. Financial and budgeting skill development and debt management coaching
- B. The programming must be developed collaboratively by the Contractor and DHS. Programming can be provided by the Contractor, community partners, and/or volunteers. Program participants may be clients from the RPC, the HSC, Hypothermia, or Street Outreach programs. Services provided at the RPC day program must include:
1. Shower facilities: all participants must be provided with access to clean shower facilities and provided with toiletries and fresh towels.
  2. Laundry facilities: all participants must have access to laundry facilities and detergent provided.
  3. Use of telephone or providing options to receive mail.
  4. Access to clothing and other essential, basic needs such as toiletries, sanitation products, and personal hygiene items.
  5. Meal Program: The Contractor will be responsible for providing three (3) nutritious meals daily including breakfast, a bag lunch, a hot dinner, and a snack for every shelter client. All meals provided must take into consideration clients with meal restrictions that include but are not limited to diabetic, vegetarian, and kosher meals. The Contractor may also solicit in-kind donations and food donations to supplement the meal program.
  6. Client Services: The objective of the Day Program is to provide clients with a wide range of wrap-around services. The Day Program must assist clients in addressing their personal barriers to housing stability with the support of staff and volunteers.
- C. The programming must be developed and implemented by the Contractor, community partners, and/or volunteers. DHS will provide oversight to ensure the needs of clients are being met. The services provided by the Contractor shall include services to supplement and enhance case management activities, and/or activities and programming that enrich client emotional health and well-being (i.e. support groups, exercise/yoga, art and creative expression workgroups, etc.).

- D. Ensure clients receive case management services as outlined in the above “Housing Stabilization and Case Management” section. This includes providing affirming and equitable services that comply with ADA and align with best practices.

### **Staffing**

The Contractor shall employ staff that is representative of the demographics of the clients served and qualified to effectively operate and manage the shelter. All hiring shall be conducted in compliance with local, state, and federal equal opportunity regulations and the Contractor shall have in place, and operate in accordance with, a personnel system. The Contractor shall ensure their supervisory staff has the adequate skills and knowledge regarding supervision practices, performance evaluation, and progressive disciplinary processes. The Shelter Director or other senior staff must have a master’s degree and/or experience in a relevant human services field. Staff must have training and/or work experience in homeless services or related human services programs.

- A. Shelter Director or other assigned senior staff shall have responsibilities that include:
  - 1. Working with County staff to ensure that all program operations, policies, and procedures are designed to support the emergency shelter’s core purpose.
  - 2. Ensuring all requirements of this Scope of Work are met.
  - 3. Overseeing the day-to-day operation of the emergency shelter and any associated programs.
  - 4. Ensuring that emergency shelter staff are appropriately oriented, trained, and supervised, vacancies are minimized, and vacant positions are promptly filled.
  - 5. Ensuring program staff are aware of their responsibilities relative to their job descriptions and core purpose of shelter operations.
  - 6. Ensuring the shelter is appropriately staffed 24 hours each day with bilingual (English-Spanish speaking) staff.
  - 7. Ensuring the emergency shelter develops and maintains effective relationships with community partners, including other service providers, funders, and neighbors.
  - 8. Ensuring that any changes to staffing, such as the number of positions within each classification, or job titles, within the limits of the total approved budget, and including appointment of the shelter director, are made only by mutual agreement between the Contractor and Arlington DHS. In the event the Director position becomes vacant, the Contractor shall immediately consult with DHS staff including the Housing Assistance Bureau Director, the CoC Services Coordinator, and the Project Officer before appointing a qualified staff person to serve in an acting capacity until the position is filled.
  - 9. Ensuring all direct staff, or 24/7 essential staff, are qualified for assigned positions. This could include a combination of life experiences and formal education.
  - 10. Employing Case Managers who have at least a 4-year college degree, preferably in the Human Services field.
  - 11. Utilizing peer support specialists and have a minimum of one paid employee with lived experience in either mental health and/or substance use recovery or past experience with homelessness.

### **County-Provided Resources and Services**

Arlington County will provide the following additional resources and service for the successful operation of the Residential Program Center (RPC):

- A. Assign a Project Officer who will be the main contact and has oversight of the contract and services.
- B. Pay for utilities (electricity and water) and maintenance of life safety system
- C. Provide appliances (refrigerators, washers, and dryers); however, the Contractor will be responsible for the maintenance of these appliances.
- D. Initial furnishing of the shelter with a requisite number of beds. Replacement items must be requested by the Contractor in writing to the Project Officer.
- E. One annual exterior window cleaning and keep window casement and wood trim in good condition.
- F. HVAC maintenance.
- G. Maintain interior and exterior walls including pointing of brick and vinyl siding when the need for maintenance, repair, or replacement results from normal wear and tear. The Contractor shall be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and clients.
- H. Replace glass and screens from normal wear and tear. The County will not be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and clients.
- I. Maintain roof, gutters and leaders, painting, site lighting (attached and detached), concrete walkways, entrance and exit doors, County-provided mechanical equipment and their enclosures.
- J. Refuse collection.
- K. Provide pest extermination services on a monthly basis, and, if needed, perform bed bug treatment/remediation.
- L. Landscaping.
- M. Snow and ice removal from the walkways and parking lot.
- N. Support and maintain the HMIS database. Provide access to the database for Contractor's staff and train staff to report data on client services provided.
- O. Provide and maintain internal and external security cameras with monitors.

- P. Provide intake and initial assessment and referrals of clients to the shelter through the [Centralized Access System](#) (CAS).
- Q. Review and approve invoices and reports submitted by the Contractor.
- R. Provide technical assistance and support in the implementation of shelter operation and management of programs.
- S. Assistance with housing location services for households with greater challenges in attaining permanent housing can be provided by a DHS Housing Locator, which is a position within the County's Housing Assistance Bureau and provides housing location services to clients within the Continuum of Care. Services include helping with locating affordable housing and leads to CoC referrals.
- T. Conduct regular site visits to ensure compliance with contract requirements. A monitoring site visit will be completed within the first 12 months of the contract start; monitoring visits will occur annually thereafter. This will include a financial and programmatic review and an inspection of the shelter facilities. Additional site visits may be conducted without notice at the discretion of Arlington.
- U. Conduct periodic monitoring of program participants' satisfaction through direct contact with clients or through surveys.
- V. Behavioral Health Linkages with Arlington County's BHD. BHD works closely with emergency shelter operators to identify persons experiencing homelessness who have Serious Mental Illness (SMI). BHD has specialized outreach efforts that offers homeless case management services through its TOW program. The County's TOW program:
  - 1. Provides clinical assessments.
  - 2. Offers specialized homeless case management.
  - 3. Connects to appropriate services and housing resources for adults and/or children with serious mental illness and/or substance abuse disorders who are also experiencing homelessness.
  - 4. Connects to available services for adults and/or children without serious mental illness and/or substance use disorders who are also experiencing homelessness.

The Contractor will work with the County's BHD and TOW program to engage clients experiencing homelessness to:

- 1. Provide essential supplies (i.e. such as food, blankets, clothing, toiletries, etc.).
  - 2. Promote access to mail, laundry and showering services.
  - 3. Build relationships.
  - 4. Navigate clients to higher-level services or non-SMI services.
- W. County-provisioned telephones, voice-over IP services for phone calls, computers/laptops, printers/fax/scanners, Internet services, and cloud-based storage.

1. Usage of County-provisioned assets is limited to meeting the scope and services set forth in the terms of this contract, only.
  2. The Contractor must submit personnel policies regarding the use of technology to the Project Officer within 30 days of contract start and whenever updated for review and approval.
  3. Any changes to the setup of equipment or technology services at the program site must be submitted to the Project Officer in writing with a justification for the request. Any proposed changes must also meet the core business needs of the Contractor and meet the scope and services set forth in the terms of this contract. Review and approval of proposed changes is at the sole discretion of the County.
- X. The County’s Department of Technology Services (DTS) will provide access to its’ help-desk system for troubleshooting and incident reporting for County-provisioned devices and systems. Directions will be provided by the County at the Contract execution.
- Y. Provide answers to questions regarding repair or replacement of County-provisioned items (furniture, equipment, appliances, etc.). Determination of work needed and related costs is at the sole discretion of the County.
- Z. Approve or deny the disposal of any County-provisioned items (furniture, equipment, appliances, etc.).

**Performance Expectations and Reporting Requirements**

The performance standards outlined in the tables below were developed by the CoC in alignment with local, state and federal performance guidance. The standards shall apply to all Arlington County programs that are governed by the Arlington County CoC. Any future changes to the performance measures affirmed by the CoC shall be communicated to the Contractor and will be immediately applicable.

**Table H: RPC Quarterly Performance Expectations**

<b>Outcome</b>	<b>Output</b>	<b>CoC Performance Standard</b>
Increase shelter occupancy	Maximize shelter utilization to accommodate people in need of emergency shelter at a rate equal to or greater than the CoC standard.	≥ 75%
Increase any cash income (SSI, SSDI, etc.)	Proportion of individuals exiting shelter with any cash income (SSI, SSDI, etc.) at a rate equal to or greater than the CoC standard.	≥ 70%
Increase noncash benefits at exit (i.e. SNAP, etc.)	Proportion of individuals exiting shelter with any non-cash benefits at a rate equal to or greater than the CoC standard.	≥ 45%



Reduce length of stay for individuals in shelter	For stayers: Median length of stay is equal to or less than the CoC standard.	Report the number of individuals who remained in the shelter (stayers): b. < 30 days c. 31-60 days d. 61-90 days b. 91-180 days f. > 181 days
Reduce length of stay for individuals in shelter	For individuals who exited: Median length of stay is equal to or less than the CoC standard.	≥ 3 months
Increase exits to permanent housing	Individuals exit shelter to permanent housing at a rate equal to or greater than the CoC standard.	≥ 30%
Decrease exits to temporary destinations	Individuals exit shelter to destinations other than street, emergency shelter, or temporary stays at a rate equal to or less than the CoC standard.	≤ 15%
Ensure clients have an opportunity to express their level of satisfaction with the shelter program	All individuals have the opportunity to complete a shelter satisfaction survey at the time of exit	≥ 75%
Increase client satisfaction of program services	Individuals are satisfied with the services and accommodations they are receiving (as measured by: # of respondents that indicate 'always' or 'most of the time' on questions: 3a, 5, 6, 8, 9, 10)	≥ 85%
<b>Program Indicator</b>	<b>Measurement</b>	
Persons served	Total number of individuals served	#
Barriers and Successes to Service Delivery	What barriers or limitations does the shelter frequently encounter as well as any successes?	Narrative
Staff Training	Types of training, hours of training received, and staff engaged in training.	Narrative

**Table I: Day Program Quarterly Performance Expectations**

Outcome	Output	CoC Performance Standard
Increase exits to permanent housing	Individuals served in the HSC Day Program exit to permanent housing at a rate equal to or greater than the CoC standard.	≥ 35%
Increase exits to temporary destinations	Individuals served in the HSC Day Program exit to temporary destinations at a rate equal to or greater than the CoC standard.	≥ 20%
Program Indicator	Measurements	
Persons Served (shelter and day program combined)	Total number of individuals served by the Day Program.	#
Persons Served (non-shelter clients)	Total number of individuals who are not residing in the HSC shelter but are enrolled in day programming.	#
Case Management Engagement	Total number of people engaged in case management services who are not residing in HSC shelter.	#
Number, type and total number of individuals for each workshop offered to clients daily	# of Groups: # of Classes: # of Participants: <i>Please list the different types of classes here or submit a separate document with this breakdown</i>	#
Barriers and Successes to Service Delivery	What barriers or limitations does the day program frequently encounter as well as any successes?	Narrative

**Table J: Quarterly and Annual Reporting Requirements**

Report Name & Submission Method	Frequency	Template
1. <b>Annual Performance Report (APR):</b> Submit a PDF of the report generated via HMIS	Quarterly	N/A
2. <b>Quarterly Programmatic and Narrative Report:</b> Submit using the template provided.  Report includes: a) Program performance expectations (see Tables H and I) b) Narrative explaining program successes or setbacks, a program participant success story, and explanations and corrective action planned or taken for any variance greater than 10% of each prescribed performance standard as defined in the CoC Standards.	Quarterly	<a href="#">HAB Reporting Template</a>

c) A summary of any workshops and training activities provided to program participants, including the number, type and total attendees for each activity d) A summary of staff training hours, including the name of the staff person, their role, and training hours completed in the reporting period.		
<b>3. Program Summary:</b> Using the template provided. Staff and Program Director sign off of program APR, HUD Data Quality and Bed Utilization reports.	Quarterly	<a href="#">CoC Data Sign-Off</a>
<b>4. Consumer Satisfaction Surveys:</b> Using the template provided. Aggregate results of annual Arlington County Continuum of Care Consumer Satisfaction Survey in both English and Spanish	Annually	<a href="#">Consumer Satisfaction Survey (English)</a> & <a href="#">Consumer Satisfaction Survey (Spanish)</a>
<b>5. Annual APR and Trends Report:</b> a) <b>Annual Performance Report (APR) for the 12-month reporting period:</b> Submit PDF of HMIS-generated report. b) <b>The Trends Report:</b> Submit a word document. Includes 3-5 bullet points about noticeable trends and challenges, a single and succinct one-paragraph success story (limited to 250 words maximum), and two high resolution photos that highlight efforts to prevent or end homelessness.	Annually	N/A
<b>6. Housing Inventory Count (HIC):</b> Using the HIC Form provided by Arlington County DHS (at time of Point in Time Count).	Annually	To be provided at the time of the HIC submission
<b>7. Point-in-Time Count (PIT):</b> Complete PIT surveys of shelter clients in HMIS.	Annually	To be provided at the time of the PIT Count

#### **PART 4: SCOPE OF WORK FOR STREET OUTREACH**

##### **General Requirements**

The Contractor shall operate the Street Outreach Program to those experiencing unsheltered homelessness or sleeping in places not meant for human habitation as follows and in accordance with Arlington County Strategic Plan to Prevent and End Homelessness and the Centralized Access System Policy and Procedure Manual, found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>

The Contractor is expected to coordinate outreach services with the BHDTOW program, as well as area shelter and day programs, to include operators of the Homeless Services Center (HSC) and Residential Program Center (RPC). The Contractor must work with TOW to ensure coverage of the full Arlington

region. Outreach times are staggered and aligned to meet people in the community at times when engagement rates are highest, and people have opportunities to engage with different staff. Contractor staff must consult with shelter and day program teams to assist people in utilizing available services and to ensure that services and resources are not duplicated.

The demand for outreach services may change over time given the transient nature of the Metropolitan DC area and changes to its related economic and social policies. The Contractor must be able to respond to these factors. Annual Point-in-Time and Continuum of Care annual reports can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Arlington-County-Efforts-to-Address-Homelessness>.

Outreach staff shall provide services which include, but are not limited to:

- A. Implement a low-barrier, high expectation model to promote engagement of services and motivation and interest in accessing shelter or housing. Clients that may be actively using substances and/or be reluctant to engage in mental health, substance abuse or other types of treatment are still able to engage in services. The Contractor must provide creative approaches to client engagement, such as motivational interviewing, assertive engagement, and progressive engagement.
- B. Seeking out and developing rapport with people living outside, or other locations unfit for human habitation. The Contractor must:
  - 1. Respond to outreach requests made by DHS, Arlington County Police, and concerned citizens regarding persons sleeping in places not meant for human habitation.
  - 2. Regularly canvas parks, underpasses, alleys, bus stops, metro stations, parking lots, abandoned buildings, libraries, outdoor public spaces, and other visible and less visible areas across the County's geographic region where people may be sleeping outdoors.
  - 3. Engage with community businesses, civic associations, and partners where people experiencing homelessness congregate to ensure community members know how to assist people and/or connect to homeless services.
  - 4. Attempt daily contacts with known persons sleeping outside.
- C. Purchasing or soliciting in-kind donations to distribute items such as clothing, blankets, bottled water, personal hygiene items, and medical kits, including harm reduction products (e.g., Narcan, condoms, wound care kits, Fentanyl test strips, resources and referrals to other services as identified, etc.). The goal is to build relationships with individuals over time and link them with additional services available throughout the County and the Street Outreach Program.
- D. Ensuring access to nutritious food options (snacks, grocery/meal gift cards, etc.), water, and/or bagged meals are available for Outreach clients.
  - 1. The Contractor must have policies in place to ensure donated, non-perishable items are not expired or opened. Any prepared food or perishable food donated must:

- a. Comply with the Dietary Guidelines for Americans: <https://health.gov/our-work/nutrition-physical-activity/dietary-guidelines/dietary-reference-intakes-drns>.
  - b. Abide by the Recommended Dietary Allowance (RDA) requirements by providing 33% RDA for one meal, 67% RDA for 2 meals, and 100% RDA for 3 meals per day: <https://health.gov/sites/default/files/2019-09/Appendix-E3-1-Table-A4.pdf>.
  - c. Be adjusted to meet the special dietary needs of participants to the maximum extent feasible.
  - d. Comply with applicable provisions of State or local laws ([Arlington County Food and Food Handling Code](#)) regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of means.
- E. Identifying Arlington’s unsheltered homeless population and entering their information in the County’s Homeless Management Information System (HMIS) and participating in the annual Point-In-Time (PIT) Count.
- F. Assessing the outreach clients’ social and economic needs, noting observations on possible mental health and substance abuse issues through the administration of the Service Prioritization Decision Assistance Tool (SPDAT) as well as other forms of needs assessments (related tools can be found in the Homeless Management Information System (HMIS)).
- G. Assisting individuals in crisis to help them stabilize and be safe. Outcomes may include connections to community-based services and resources, emergency services, emergency mental health services, area day programs or emergency shelters, or housing referrals through the Centralized Access System.
- H. Ensure that an Individual Housing Plan (IHP) is developed and updated as necessary monthly for each client. Each IHP is developed with the adult head of household and is specific to the clients’ needs focusing on resolving barriers most likely to prevent the client from successfully engaging in services and attaining housing. IHPs are developed in collaboration with each client and must reflect their expressed goals in their own words. Each IHP shall include at a minimum, the following:
- 1. Identification of one or more goals along with a clear path as to how they relate to housing stability.
  - 2. Identification of client needs related to accessing and maintaining housing (e.g., obtaining identification documents, obtaining employment, increasing income, accessing affordable housing through location services, applying for entitlement benefits, addressing medical, mental health and/or substance abuse issues, life skills, legal issues, etc.).
  - 3. Identification of client strengths and resources related to accessing and maintaining housing.
  - 4. A target date for move-in to permanent housing.

5. The action steps towards permanent housing move-in, including but not limited to identification of and referral to community-based resources needed to facilitate housing location and attainment.
  6. Designation of who is responsible for each action step in the IHP, the client or staff, and a target date for the successful completion of each step.
- I. Assisting clients in obtaining identifying documents (i.e., state ID, social security card, birth certificate, and/or replacing or applying for immigration documents).
  - J. Assisting clients in obtaining non-cash benefits (e.g., SNAP, WIC, etc.) as well as cash benefits such as Social Security, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Temporary Assistance for Needy Families TANF, child support, etc., when and as appropriate. At least one staff member is certified in SOAR (Social Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery) to assist with social security disability claims and benefit applications for the client and other family members. The case manager must also work with the clients to help find employment or additional increase income sources.
  - K. If applicable, providing support for in or out-of-school young adults and adults with a history of chronic unemployment or inconsistent work histories with accessing Workforce Innovation and Opportunity Act (WIOA) Title I youth and adult programs at the Arlington Employment Center. Such programs might include on-the-job training, work experience or transitional job opportunities.
  - L. Helping clients connect to employment services at the Arlington Employment Center.
  - M. Offering available shelter and assisting clients with navigating the shelter intake process.
  - N. Maintaining case notes for each outreach client that include detailed notes on progress toward achieving IHP goals.
  - O. Participating in regular outreach meetings hosted by DHS and reporting updates on clients receiving services.
  - P. Reporting the discovery of new encampments (defined as more than 3-5 people sleeping in one area) and/or vacant/vacated buildings and structures within 24 hours of discovery. Observations must be reported to the County Project Officer.
  - Q. Implementing best practice solutions that include, Housing First, Housing Location Services, Motivational Interviewing, Housing-Focused Case Management, Trauma Informed Care, Harm Reduction, and Progressive Engagement Case Management. Service engagement is voluntary for each client but encouraged and offered at each engagement.
  - Q. Ensuring all staff are trained to provide the services that support the purpose and operations of the outreach program. This includes trainings in best practices (e.g., Low-Barrier Homeless Services, Trauma-Informed Care, Harm Reduction, Housing First Principles, crisis intervention/de-escalation, inclusive and affirming services to the

LGBTQIA+ community, communicable diseases, etc.) as well as proper clinical supervision (one-on-one supervisor or group supervision).

- R. Provide equitable access and reasonable accommodations, including but not limited to:
1. Ensuring best practices pertaining to providing inclusive and affirming shelter to those within the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and etc. (LGBTQIA+) community.
  2. Ensuring access to language interpretation services is available for clients. Providing 24-hour access to telephone interpretation services for languages other than English every day of the year and written translation of documents as needed. The Contractor must accommodate the special communication needs of all clients and program participants, including American Sign Language (ASL).
  3. Complying with all Americans with Disabilities Act (ADA) rules and requirements pertaining to service animals and emotional support pets, Public Accommodations laws, and Fair Housing requirements.
  4. Regularly soliciting and responding to feedback from program participants.
  5. Including feedback and input from people with lived experience at all levels of service delivery. People must be compensated for their expertise, and the Contractors must incorporate their feedback in service delivery and operations.
  6. Utilizing peers (people with lived experience) in shelter and outreach operations.
  7. Within one month of execution of the Agreement, and annually thereafter to demonstrate updates to reflect the evolving language needs in the community, the Contractor shall provide proof of its written Limited English Proficiency (LEP) implementation plan as outlined in [Centralized Access System \(CAS\) Policy](#).
- S. Ensuring outreach staff work closely with BHD to identify persons experiencing homelessness who have Serious Mental Illness (SMI). BHD has specialized outreach efforts that offers homeless case management services through its TOW program. The County's TOW program:
1. Provides clinical behavioral health assessments.
  2. Offers specialized homeless case management.
  3. Connects to appropriate services and housing resources for adults and/or children with serious mental illness and/or substance abuse disorders who are also experiencing homelessness.
  4. Connects to available services for adults and/or children without serious mental illness and/or substance use disorders who are also experiencing homelessness.

The Contractor must work with the County's BHD and TOW program to engage clients experiencing homelessness to:

1. Provide essential supplies (i.e. such as food, blankets, clothing, toiletries, etc.).
  2. Promote access to mail, laundry, and showering services.
  3. Build relationships.
  4. Navigate them to higher-level services or Serious Mental Illness (SMI) services.
- T. Providing flexible and low-barrier service delivery. The number of Outreach staff may be adjusted based on the community's needs as determined by DHS. Outreach staff must

coordinate their efforts with DHS' services through the TOW team to provide adequate coverage of local encampments and street engagement. This is to include early morning hours, daytime hours, and evening hours.

- U. Ensuring Outreach staff make every effort possible to warn those sleeping unsheltered or in places not meant for human habitation of inclement weather conditions (including hurricanes, tornadoes, potential floods, heavy rains, and severe winter storms). In such circumstances, shelter must be offered, and if declined, safety planning must be explored with the individuals.
- V. Maintaining a designated webpage for the outreach program to provide current information of activities and programs to the public, including a way for people to report a person sleeping unsheltered.
- W. Ensuring clients have access to transportation for any case management related appointments.
- X. An incident is any event that occurs outside of normal operations that can precipitate a crisis. An incident can be categorized as an "unusual incident" or a "critical incident", as detailed below, and must follow proper reporting/notification processes using the Incident Reporting Form template found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

A designated emergency shelter staff member is required to contact the Project Officer the next business day for any critical incidents, and provide a written summary within 24 hours of any incident to the shelter's Project Officer by email at:

[DHSShelterContract@arlingtonva.us](mailto:DHSShelterContract@arlingtonva.us).

1. Unusual incident: Incident that disrupts routine provider operations and deviates from regular operations procedures. In the event of an unusual incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
  - a. Emergency services contact (i.e. police, fire, ambulance, etc.)
  - b. Indirect threat by a client toward any other person (i.e. staff or other client)
  - c. Physical abuse
  - d. Self-injuring behavior
  - e. Incidents involving registered sex offenders
2. Critical incident: Any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a family/youth or staff. In the event of a critical incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
  - a. Death
  - b. Direct threat
  - c. Fire



- d. Gas leak
  - e. Homicide
  - f. Infectious diseases (i.e. highly contagious conditions such as scabies, but not the common cold)
  - g. Injury/illness requiring medical attention or hospitalization
  - h. Pest infestation
  - i. Sexual abuse
- Y. Having in place appropriate security measures and maintenance for IT equipment to ensure safe access to the Homeless Management Information System (HMIS). The Contractor must maintain data according to [HMIS Standard Operation Procedures - SOP/Protocols](#) as required and submit data on a quarterly basis to the County Project Officer. The Contractor must also comply with the Health Insurance Portability and Accountability Act (HIPAA) where applicable.
- Z. Complying with all laws, ordinances, codes, rules and regulations of the local, state and federal governments which in any way affect its operations and adhere to instructions prescribed by DHS for the effective administration of an outreach program.
- AA. Maintaining compliance with CoC Equal Access policy (located in the [Centralized Access Policy](#)) and ensure clients can decide for themselves who is a member of their family and can be served together with those people. Each Contractor must allow reasonable accommodations for service animals, emotional support animals, and if applicable pets.
- BB. The Contractor must encourage guests to complete Arlington County approved Consumer Satisfaction Surveys in [English](#) or [Spanish](#) at least quarterly and receive satisfactory ratings.
- CC. The Contractor must have a transparent and DHS-approved grievance procedures provided in multiple languages. Grievances that cannot be addressed through internal and escalating levels of review must be submitted to the DHS Project Officer for review and response.
- DD. Because service provision occurs in the community (outside, in parks, at bus stops, abandoned buildings, etc.) the Contractor must maintain policies and procedures for the secured use of laptops/tablets and transport of client files in the community.
- EE. Ensure all staff are trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (i.e. First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and shall ensure that all staff receives annual updates on any changes to safety and standard precautions and protocols, including updated COVID-19 protocols and Opioid awareness. The Contractor must have an adequate supply of NARCAN available on-site to provide to clients and/or in case of an overdose.
- FF. While police response to outreach incidents must be reserved for the most significant concerns related to crime and public safety, the Contractor must establish and maintain

a relationship with the Arlington Police Department to ensure effective and appropriate coordination and assistance when response is needed.

GG. The Contractor must meet objectives, performance expectations, and reporting requirements as outlined in Tables K and L below. These outcomes must be satisfied to maintain compliance with the Agreement.

### **Staffing**

The Contractor shall employ staff that is representative of the demographics of clients served and qualified to effectively operate and manage the outreach program. All hiring shall be conducted in compliance with local, state, and federal equal opportunity regulations and the Contractor shall have in place, and operate in accordance with, a personnel system. The Contractor shall ensure their supervisory staff has the adequate skills and knowledge regarding supervision practices, performance evaluation, and progressive disciplinary processes. The Program Director or other senior staff must have a master's degree and/or experience in a relevant human services field. Staff must have training and/or work experience in homeless services or related human services programs.

- A. Program Director or other assigned senior staff shall have responsibilities that include:
  1. Working with County staff to ensure that all program operations, policies, and procedures are designed to support the program's core purpose.
  2. Ensuring all requirements of this Scope of Work are met.
  3. Overseeing the day-to-day operation of the Street Outreach Program.
  4. Ensuring that program staff provide safe, secure, welcoming, and affirming services for all clients. Each program must incorporate feedback from their program participants and have multiple ways for clients to share and give feedback.
  5. Ensuring that outreach staff are appropriately oriented, trained, and supervised, vacancies are minimized, and vacant positions are promptly filled.
  6. Ensuring program staff are aware of their responsibilities relative to their job descriptions and core purpose of outreach services.
  7. Ensuring outreach teams are sufficiently staffed to meet program requirements and include bilingual (English-Spanish speaking) staff.
  8. Ensuring outreach program staff develop and maintain effective relationships with community partners, including other service providers, funders, and neighbors.
  9. Ensuring that any changes to staffing, such as the number of positions within each classification, or job titles, within the limits of the total approved budget, and including appointment of the program director, are made only by mutual agreement between the Contractor and DHS. In the event the Director position becomes vacant, the Contractor shall immediately consult with DHS staff including the Housing Assistance Bureau Director, the CoC Services Coordinator, and the Project Officer before appointing a qualified staff person to serve in an acting capacity until the position is filled.
  10. Ensuring all direct staff are qualified for assigned positions. This could include a combination of life experiences and formal education.
  11. Employing Case Managers who have at least a 4-year college degree, preferably in the Human Services field.

12. Utilizing peer support specialists and have a minimum of one paid employee with lived experience in either mental health and/or substance use recovery or past experience with homelessness.

**Performance Expectations And Reporting Requirements**

The performance standards outlined in the tables below were developed by the CoC in alignment with local, state and federal performance guidance. The standards shall apply to all Arlington County programs that are governed by the Arlington County CoC. Any future changes to the performance measures affirmed by the CoC shall be communicated to the Contractor and will be immediately applicable. Reporting will be submitted via an Arlington County DHS Reporting Template. (See Appendix)

**Table K: Street Outreach Program Quarterly Performance Expectations**

<b>Outcome</b>	<b>Output</b>	<b>CoC Performance Standards</b>
Increase exits to permanent housing	Individuals engaged in street outreach exit to permanent housing at a rate equal to or greater than the CoC standard.	≥ 35%
Increase exits to temporary destinations	Individuals engaged in street outreach exit to temporary destinations at a rate equal to or greater than the CoC standard.	≥ 20%
Decrease exits to institutions	Individuals engaged in street outreach exit to institutions at a rate equal to or less than the CoC standard.	≤ 2%
Decrease exits to “other” or “unknown” destinations	Individuals engaged in street outreach exit to other destinations at a rate equal to or less than the CoC standard.	≤ 43%
Maintain or increase any cash income (i.e. SSI/SSID, employment, etc.)	Individuals will exit Street Outreach with income	≥ 30%
<b>Performance Indicator</b>	<b>Measurement</b>	
Persons Served	Total number of individuals served in Street Outreach: b. Number of Arlington residents engaged. b. Number of non-Arlington residents engaged.	#
Interactions with Persons Served	Via “Services Provided” touchpoint; average number of touchpoints per client per quarter.	#

Community Engagement	List of community partners (businesses, civic associations, neighbors, etc.) engaged and a brief description of types of engagements.	Narrative
Encampment Information	List of new encampments of at least 2-3 people and their locations.	Narrative
Barriers and Successes to Service Delivery	What barriers or limitations does Street Outreach frequently encounter as well as any successes?	Narrative

**Table L: Quarterly and Annual Reporting Requirements**

Report Name & Submission Method	Frequency	Template
1. <b>Annual Performance Report (APR):</b> Submit a PDF of the report generated via HMIS	Quarterly	N/A
2. <b>Quarterly Programmatic and Narrative Report:</b> Submit using the template provided.  Report includes: a) Program performance expectations (see Table K) b) Narrative explaining program successes or setbacks, a program participant success story, and explanations and corrective action planned or taken for any variance greater than 10% of each prescribed performance standard as defined in the CoC Standards. c) A summary of any workshops and training activities provided to program participants, including the number, type and total attendees for each activity d) A summary of staff training hours, including the name of the staff person, their role, and training hours completed in the reporting period.	Quarterly	<a href="#">HAB Reporting Template</a>
3. <b>Program Summary:</b> Using the template provided. Staff and Program Director sign off of program APR, HUD Data Quality and Bed Utilization reports.	Quarterly	<a href="#">CoC Data Sign-Off</a>
4. <b>Consumer Satisfaction Surveys:</b> Using the template	Annually	<a href="#">Consumer Satisfaction Survey (English)</a> &

Provided. Aggregate results of annual Arlington County Continuum of Care Consumer Satisfaction Survey in both English and Spanish		<a href="#">Consumer Satisfaction Survey (Spanish)</a>
<b>5. Annual APR and Trends Report:</b> a) <b>Annual Performance Report (APR) for the 12-month reporting period:</b> Submit PDF of HMIS-generated report. b) <b>The Trends Report:</b> Submit a word document. Includes 3-5 bullet points about noticeable trends and challenges, a single and succinct one-paragraph success story (limited to 250 words maximum), and two high resolution photos that highlight efforts to prevent or end homelessness.	Annually	N/A
<b>6. Housing Inventory Count (HIC):</b> Using the HIC Form provided by Arlington County DHS (at time of Point in Time Count).	Annually	To be provided at the time of the HIC submission
<b>7. Point-in-Time Count (PIT):</b> Complete PIT surveys of shelter clients in HMIS.	Annually	To be provided at the time of the PIT Count

**PART 5: SCOPE OF WORK FOR NON-CONGREGATE SHELTER OVERFLOW**

Should the County elect to award funds for this scope of work, these requirements will be included in the Contract with the operators of either the HSC or the RPC shelter. All requirements described under the HSC/RPC Scope of Work will be applicable to the general requirements of the non-congregate shelter overflow described below. The County may elect to add this scope of work into one of the shelter operation contracts as additional requirements.

**General Requirements**

The Contractor shall provide non-congregate, emergency shelter for overflow capacity, dependent upon any emergency needs or shelter requests that cannot be accommodated within existing emergency shelter operations in Arlington County. The overflow emergency shelter shall be operated in accordance with Arlington County Strategic Plan to Prevent and End Homelessness and the Centralized Access System Policies and Procedures Manual, both found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

The Contractor must:

- A. Collaborate with Arlington County Department of Human Services Community Assistance Bureau and Housing Assistance Bureau prior to utilizing overflow shelter capacity. The Contractor must have documented approval prior to utilizing shelter overflow. All program requirements, policies and procedures must be submitted to the County for review and approval prior to implementation.
- B. Implement a low-barrier, high expectation shelter model that provides access to shelter and housing location services. Clients that may be actively using substances and/or be reluctant to engage in mental health, substance abuse or other types of treatment are still able to access shelter services. The Contractor must provide creative approaches to

client engagement, such as motivational interviewing, assertive engagement, and progressive engagement. Shelter staff must strive to limit involuntary dismissals to instances where clients pose a significant health and/or safety risk to themselves, staff, or other clients.

- C. With the County's approval, provide non-congregate shelter space to accommodate clients who cannot be accommodated in other Arlington County emergency shelters.

Non-congregate shelter sites may be provided in the form of hotel reservations, master-leased apartments in the community, or other leveraged non-congregate spaces identified in partnership with area faith-based organizations, non-profits, developers or other community organizations, etc.

- 1. Hotel rates eligible for reimbursement must not exceed area per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
  - 2. Apartment rentals eligible for reimbursement must not exceed area Fair Market Rents (FMRs).
- D. Follow all shelter intake procedures as outlined in the Centralized Access System Policies and primary shelter Scope of Work.
- E. Ensure staff are on site at the non-congregate shelter site(s) to:
  - 1. Assist with check-in or admission.
  - 2. Provide supplies, meals, and assist with laundering, trash removal, and room cleaning.
  - 3. Provide housing stabilization and case management and supportive services as outlined in the primary shelter Scope of Work.
  - 4. Promote the safety and well-being of all non-congregate shelter clients, by:
    - a. Limiting visitors and other guests to those personnel who are working to assist the client in housing, health, and/or other supportive services.
    - b. Conducting daily wellness checks.
    - c. Proactively responding to behaviors that may otherwise impact a person's ability to remain at the shelter, using the minimum level of intervention needed while preventing escalation.
    - d. Developing a system to respond to client emergencies.
    - e. Developing policies and practices to support clients in accessing first responders when facing a physical or mental health emergency.
- F. Ensure all staff are trained to provide the services that support operations of the non-congregate shelter overflow and diverse clients with varying levels of abilities and needs. This includes trainings in best practices (e.g., Low-Barrier Homeless Services, Trauma-Informed Care, Harm Reduction, Housing First Principles, crisis intervention/de-escalation, inclusive and affirming services to the LGBTQIA+ community, communicable diseases, etc.) as well as proper clinical supervision (one-on-one supervisor or group supervision).
- G. Assess, in conjunction with Arlington County, BHD staff and/or TOW, whether a client has a documented mental health or other disability that renders them unable to actively

engage in the steps needed to work toward a housing placement. Clients must be reassessed in 30-day intervals. Contractor staff will continue to make linkages to appropriate community services.

- H. The Contractor must meet objectives, performance expectations, and reporting requirements as outlined in Tables M and N below. These outcomes must be satisfied to maintain compliance with the Agreement.

### **Daily Shelter Responsibilities**

The Contractor is responsible for the successful day-to-day operation of the shelter which includes:

- A. As a part of its daily shelter operations, the Contractor shall ensure that the following processes and/or services are provided:
  - 1. Meals: Ensure shelter guests and day program participants have access to three (3) nutritious meals per day including breakfast, a bag lunch, a hot dinner, and a snack. All meals provided must take into consideration clients with meal restrictions that include but are not limited to diabetic, vegetarian, and kosher meals. Any staff preparing and/or handling food will obtain a ServSafe certificate. Any preparation of food and/or acceptance of donated food shall be in compliance with [Arlington County Code 9.2, Food and Food Handling Code](#). Any prepared food must:
    - e. Comply with the Dietary Guidelines for Americans: <https://health.gov/our-work/nutrition-physical-activity/dietary-guidelines/dietary-reference-intakes-drts>.
    - f. Abide by the Recommended Dietary Allowance (RDA) requirements by providing 33% RDA for one meal, 67% RDA for 2 meals, and 100% RDA for 3 meals per day: <https://health.gov/sites/default/files/2019-09/Appendix-E3-1-Table-A4.pdf>.
    - g. Be adjusted to meet the special dietary needs of participants to the maximum extent feasible.
    - h. Comply with applicable provisions of State or local laws ([Arlington County Food and Food Handling Code](#)) regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of means.
  - 2. Guest Laundry Service: Provide access to laundry services and detergent to ensure clients are able to wash clothes and linens without leaving the shelter. Arlington County will provide the washer and dryers.
  - 3. Clean Linens: Ensure that clean bed and bath linens are available for new clients.
- B. Conduct shelter admissions in accordance with Arlington County's Centralized Access System and in cooperation with the EID's Community Assistance Bureau.
- C. Staff from Arlington County's DHS serve as Arlington County's emergency shelter assessment entity during business hours, weekdays between 8:00 a.m. to 5:00 p.m. During non-business hours, individuals at risk of becoming homeless and those experiencing homelessness may access information and services by calling the access

phone at 703-228-1010. The Contractor is responsible for providing staff during the County's non-business hours to conduct a telephone interview and intake, rotating with other area non-profits for a total of 4 months out of the year. The Contractor must follow x1010 Line Protocols during their assigned period. During the phone interview, the Contractor's staff shall complete a triage form in the County's Homeless Management Information System (HMIS), check HMIS for bed availability, and assess the clients' emergency needs. The Contractor shall refer guests admitted to the shelter to CAS the next working day for a thorough and complete assessment. CAS policies and x1010 Line Protocols can be found here: <https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>

- D. Have safety procedures in place such as client sign-in requirements, monitoring of video through cameras installed at common areas inside and outside the shelter, routine security checks/walk-throughs by staff, etc.
- E. The Contractor shall, within 30 days of the execution of this contract, submit written procedures for approval by the Department of Human Services to provide for the continued operation of the program in the event of an emergency and/or disaster such as fire, earthquake, bomb threat, tornado, flood, blizzard, pandemic, power outage, staffing shortage, or civil unrest. The procedures shall include, but not be limited to: chain of command (which will identify a member of management or a designee who will be physically present for employee direction during all scheduled work hours), assignment of tasks and responsibilities, notification of staff and authorities, provisions for client records protection, specifications of escape/evacuation routes and procedures, identification of alternative work space (including alternative accommodations for clients in care), and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The Contractor will provide the Project Officer with a list of on-call and phone tree procedures to coordinate response with Contractor staff. The emergency escape/evacuation routes shall be posted at highly visible locations. The Contractor shall conduct and maintain documentation of monthly drills and evaluate the effectiveness of these emergency/disaster procedures at least annually.
- F. While police response to shelter incidents must be reserved for the most significant concerns related to crime and public safety, the Contractor must establish and maintain a relationship with the Arlington Police Department to ensure effective and appropriate coordination and assistance when response is needed.
- G. Identify appropriate activities that can be conducted by properly screened volunteers (criminal background check and Central Registry Check), develop a volunteer recruitment plan, provide orientation and supervision, and maintain records of volunteer activities, including hours of service and in-kind donations.
- H. Ensure clients have access to medication information to safely support medication compliance. The Contractor will provide access to locked boxes that clients can use. Staff must assess medications clients are prescribed and help clients in managing medications – including developing and maintaining protocols for all prescription and non-prescription



medications that are brought into the facility by clients or purchased by the program and donated to the client.

- I. Ensure all staff are trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (i.e. First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and shall ensure that all staff receives annual updates on any changes to safety and standard precautions and protocols, including updated COVID-19 protocols and Opioid awareness. The Contractor must have an adequate supply of NARCAN available on-site to provide to clients and/or in case of an overdose.
- J. Conduct inspections as needed to ensure the facility remains pest free. The Contractor shall inform clients at the time of intake about the types of pests that can be found in the shelter and how one can aid in their control and elimination (i.e. bed bugs, mice, roaches, etc.). The Contractor shall include information to staff about pest control during regular staff meetings and work closely with an identified pest control company to ensure that needed treatments occur on a regular basis. Ensure that the procedures for acceptance of donations, the entry of new client, and the handling of medications and food are designed to eliminate the occurrence of pests in the facility.

To mitigate the risk of bed bugs and due to the limited storage space, clients must be asked to limit bringing personal belongings to the shelter site. Clients must not bring furniture, appliances, or other large electronic equipment (such as TVs, microwaves, etc.) into the shelter. The Contractor will assist clients in accessing on-site or off-site storage, to include assistance with storage fees for program participants on a case-by-case basis.

- K. An incident is any event that occurs outside of normal operations that can precipitate a crisis. An incident can be categorized as an “unusual incident” or a “critical incident”, as detailed below, and must follow proper reporting/notification processes using the Incident Reporting Form template found here:  
<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

A designated emergency shelter staff member is required to contact the Project Officer the next business day for any critical incidents, and provide a written summary within 24 hours of any incident to the shelter’s Project Officer by email at [DHSShelterContract@arlingtonva.us](mailto:DHSShelterContract@arlingtonva.us).

1. Unusual incident: Incident that disrupts routine provider operations and deviates from regular operations procedures. In the event of an unusual incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
  - a. Emergency services contact (i.e. police, fire, ambulance, etc.)
  - b. Indirect threat by a client toward any other person (i.e. staff or other client)
  - c. Physical abuse
  - d. Self-injuring behavior
  - e. Incidents involving registered sex offenders

2. Critical incident: Any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a family/youth or staff. In the event of a critical incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.
  - a. Death
  - b. Direct threat
  - c. Fire
  - d. Gas leak
  - e. Homicide
  - f. Infectious diseases (i.e. highly contagious conditions such as scabies, but not the common cold)
  - g. Injury/illness requiring medical attention or hospitalization
  - h. Pest infestation
  - i. Sexual abuse

**Performance Expectations and Reporting Requirements**

The performance standards outlined in the tables below were developed by the CoC in alignment with local, state and federal performance guidance. The standards shall apply to all Arlington County programs that are governed by the Arlington County CoC. Any future changes to the performance measures affirmed by the CoC shall be communicated to the Contractor and will be immediately applicable.

**Table M: Non-Congregate Shelter Overflow Quarterly Performance Expectations**

Outcome	Output	CoC Performance Standard
Increase shelter occupancy	Maximize shelter utilization to accommodate people in need of emergency shelter at a rate equal to or greater than the CoC standard.	≥ 75%
Increase any cash income (SSI, SSDI, etc.)	Proportion of individuals exiting shelter with any cash income (SSI, SSDI, etc.) at a rate equal to or greater than the CoC standard.	≥ 70%
Increase noncash benefits at exit (i.e. SNAP, etc.)	Proportion of individuals exiting shelter with any non-cash benefits at a rate equal to or greater than the CoC standard.	≥ 45%
Reduce length of stay for individuals in shelter	For stayers: Median length of stay is equal to or less than the CoC standard.	Report the number of individuals who remained in the shelter (stayers): c. < 30 days d. 31-60 days e. 61-90 days

		c. 91-180 days g. > 181 days
Reduce length of stay for individuals in shelter	For individuals who exited: Median length of stay is equal to or less than the CoC standard.	≥ 3 months
Increase exits to permanent housing	Individuals exit shelter to permanent housing at a rate equal to or greater than the CoC standard.	≥ 30%
Decrease exits to temporary destinations	Individuals exit shelter to destinations other than street, emergency shelter, or temporary stays at a rate equal to or less than the CoC standard.	≤ 15%
Ensure clients have an opportunity to express their level of satisfaction with the shelter program	All individuals have the opportunity to complete a shelter satisfaction survey at the time of exit	≥ 75%
Increase client satisfaction of program services	Individuals are satisfied with the services and accommodations they are receiving (as measured by: # of respondents that indicate 'always' or 'most of the time' on questions: 3a, 5, 6, 8, 9, 10)	≥ 85%
<b>Program Indicator</b>	<b>Measurement</b>	
Persons served	Total number of individuals served	#
Barriers and Successes to Service Delivery	What barriers or limitations does the shelter frequently encounter as well as any successes?	Narrative
Staff Training	Types of training, hours of training received, and staff engaged in training.	Narrative

**Table N: Quarterly and Annual Reporting Requirements**

<b>Report Name &amp; Submission Method</b>	<b>Frequency</b>	<b>Template</b>
1. <b>Annual Performance Report (APR):</b> Submit a PDF of the report generated via HMIS	Quarterly	N/A
2. <b>Quarterly Programmatic and Narrative Report:</b> Submit using the template provided.	Quarterly	<a href="#">HAB Reporting Template</a>

<p>Report includes:</p> <p>a) Program performance expectations (see Table M)</p> <p>b) Narrative explaining program successes or setbacks, a program participant success story, and explanations and corrective action planned or taken for any variance greater than 10% of each prescribed performance standard as defined in the CoC Standards.</p> <p>c) A summary of any workshops and training activities provided to program participants, including the number, type and total attendees for each activity</p> <p>d) A summary of staff training hours, including the name of the staff person, their role, and training hours completed in the reporting period.</p>		
<p><b>3. Program Summary:</b> Using the template provided. Staff and Program Director sign off of program APR, HUD Data Quality and Bed Utilization reports.</p>	Quarterly	<a href="#">CoC Data Sign-Off</a>
<p><b>4. Consumer Satisfaction Surveys:</b> Using the template provided. Aggregate results of annual Arlington County Continuum of Care Consumer Satisfaction Survey in both English and Spanish</p>	Annually	<a href="#">Consumer Satisfaction Survey (English)</a> & <a href="#">Consumer Satisfaction Survey (Spanish)</a>
<p><b>5. Annual APR and Trends Report:</b></p> <p>a) <b>Annual Performance Report (APR) for the 12-month reporting period:</b> Submit PDF of HMIS-generated report.</p> <p>b) <b>The Trends Report:</b> Submit a word document. Includes 3-5 bullet points about noticeable trends and challenges, a single and succinct one-paragraph success story (limited to 250 words maximum), and two high resolution photos that highlight efforts to prevent or end homelessness.</p>	Annually	N/A
<p><b>6. Housing Inventory Count (HIC):</b> Using the HIC Form provided by Arlington County DHS (at time of Point in Time Count).</p>	Annually	To be provided at the time of the HIC submission
<p><b>7. Point-in-Time Count (PIT):</b> Complete PIT surveys of shelter clients in HMIS.</p>	Annually	To be provided at the time of the PIT Count

**PART 6: SCOPE OF WORK FOR ARLINGTON MILL PERMANENT SUPPORTIVE HOUSING ONSITE PROGRAMMING**

Arlington Mill Permanent Supportive Housing (PSH) Program is located within Arlington Mill Residences, 901 S. Dinwiddie St., Arlington, VA 22204, and is part of Arlington County’s Local PSH inventory. Arlington Mill PSH includes 8 studio apartments targeted to Arlington residents with disabilities with a critical housing need. Applicants must need housing-focused case management and supports to adhere to the

lease and live in the community. Applicants must have a DHS clinical case manager at the time of the application. On-going clinical case management is a requirement for federally and locally subsidized tenants only. The household must be low-income (no more than 40% Area Median Income for local and federal subsidies and no more than 50% Area Median Income for DBHDS-PSH subsidies). Priority will be given to applicants who are homeless or exiting a psychiatric institution and who are unable to retain housing without on-site support.

### **General Requirements**

The Contractor shall provide onsite oversight and programming at the Arlington Mill PSH program in accordance with the [Arlington County Local Permanent Supportive Housing Program Policies](#) and in coordination with Arlington County DHS staff.

The Contractor shall:

- A. Provide 60 hours of on-site staff coverage weekly, Monday through Sunday. Scheduled hours may vary according to County and property owner needs; example 4:00pm-12:00am weekdays and 12:00pm-10:00pm on weekends. The scheduling of onsite staffing hours must be approved by DHS staff to ensure adequate coverage and may include early morning hours, daytime hours, and late evening hours.
- B. Manage the Arlington Mill site in coordination with DHS and property management staff to ensure units and community space are physically and programmatically structured to receive clients. This will include:
  1. Being a primary point of contact for the leasing office/property management for any tenancy-related concerns.
  2. Supporting tenants' housing and services goals in conjunction with Arlington County clinical and housing case management services.
  3. Providing on-call staff support 24 hours/day and 7 days/week for any emergencies (unit fire, tenant death, or other incidents outside normal procedures and business hours).
  4. Communicating lease violations or other activities that potentially threaten tenancy by email to the Project Officer by the next business day.
- C. Provide a safe experience for all PSH tenants in which every client is respected.
- D. While police response to incidents must be reserved for the most significant concerns related to crime and public safety, the Contractor must establish and maintain a relationship with the Arlington Police Department to ensure effective and appropriate coordination and assistance when response is needed.
- E. Solicit, accept, and manage a modest supply of in-kind donations to support program operations and tenant requests or needs.
- F. Maintain a small reserve of cleaning supplies (soap, cleaning detergents, paper towels, rags, scrubbers, etc.) for the office, staff bathroom, communal party room, and kitchenette to be kept on hand for as-needed cleaning.

- G. Ensure all staff are trained to provide the services that support operations of the PSH program and diverse clients with varying levels of abilities and needs. This includes trainings in best practices (i.e., Low-Barrier Homeless Services, Trauma-Informed Care, Harm Reduction, Housing First principles, crisis intervention/de-escalation, including and affirming services to the LGBTQIA+ community, communicable diseases, etc.) as well as proper clinical supervision (i.e., one-on-one supervisor or group supervision).
- H. Ensure all staff are trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (i.e. First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and shall ensure that all staff receives annual updates on any changes to safety and standard precautions and protocols, including updated COVID-19 protocols and Opioid awareness. The Contractor must have an adequate supply of NARCAN available on-site to provide to clients and/or in case of an overdose.
- I. Comply with all laws, ordinances, codes, rules and regulations of the local, state and federal governments which in any way affect its operations and adhere to instructions prescribed by DHS for the effective administration of the PSH program.
- J. Comply with all applicable Violence Against Women Act (VAWA) regulations, including the Emergency Transfer Plan. The Contractor will ensure all clients review the Emergency Transfer Plan Notice and a copy of the policy is posted and available to clients at all times. The Emergency Transfer Plan and Notice are found in the CAS Policies.
- K. The Contractor must encourage guests to complete Arlington County approved Consumer Satisfaction Surveys in [English](#) or [Spanish](#) at least quarterly and receive satisfactory ratings. the Contractor must have a transparent and DHS-approved grievance procedure posted and provided in multiple languages. Grievances that cannot be addressed through internal and escalating levels of review must be submitted to the DHS Project Officer for review and response.
- L. The Contractor must maintain data according to [HMIS SOP/Protocols](#) as required. Arlington Mill may have its own HMIS program for separate data entry purposes.
- M. The Contractor must meet objectives, performance expectations, and reporting requirements as outlined in Tables A below. These outcomes must be satisfied to maintain compliance with the Agreement.
- N. Have safety procedures in place such as client sign-in requirements, monitoring of video through cameras installed at common areas inside and outside the shelter, routine security checks/walk-throughs by staff, etc.
- O. Establish and maintain a relationship with the Departments to ensure coordination when assistance is needed.
- P. Identify appropriate activities which can be conducted by properly screened volunteers (criminal background check and Central Registry Check), develop a volunteer recruitment

plan, provide orientation and, supervision, and maintain records of volunteer activities, including hours of service and in-kind donations.

Q. Ensure all staff are trained and knowledgeable in communicable disease prevention, safety, standard precautions protocols (e.g., First Aid/CPR certification), and blood-borne pathogens. The Contractor must have written procedures in place and shall ensure that all staff receives annual updates on any changes to safety standard precautions and protocols.

R. An incident is any event that occurs outside of normal operations that can precipitate a crisis. An incident can be categorized as an “unusual incident” or a “critical incident”, as detailed below, and must follow proper reporting/notification processes using the Incident Reporting Form template found here:

<https://www.arlingtonva.us/Government/Departments/DHS/Public-Assistance/Homelessness/Resources-for-Partners/CoC-Policies-and-Protocols>.

A designated emergency shelter staff member is required to contact the Project Officer the next business day for any critical incidents, and provide a written summary within 24 hours of any incident to the shelter’s Project Officer by email at:

[DHSShelterContract@arlingtonva.us](mailto:DHSShelterContract@arlingtonva.us).

1. Unusual incident: Incident that disrupts routine provider operations and deviates from regular operations procedures. In the event of an unusual incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.

- a. Emergency services contact (i.e. police, fire, ambulance, etc.)
- b. Indirect threat by a client toward any other person (i.e. staff or other client)
- c. Physical abuse
- d. Self-injuring behavior
- e. Incidents involving registered sex offenders

2. Critical incident: Any actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a family/youth or staff. In the event of a critical incident the reporting staff member shall immediately notify their direct supervisor and Shelter Director.

- a. Death
- b. Direct threat
- c. Fire
- d. Gas leak
- e. Homicide
- f. Infectious diseases (i.e. highly contagious conditions such as scabies, but not the common cold)
- g. Injury/illness requiring medical attention or hospitalization
- h. Pest infestation
- i. Sexual abuse

3. After-hours incidents requiring any on-site presence: If an after-hours call to staff from an Arlington Mill resident requires an on-site response, staff must be able to respond in person. Staff must also notify their supervisor who will then notify the Arlington Mill project officer.
- S. The Contractor must meet objectives, performance expectations, and reporting requirements as outlined in Tables O and P below. These outcomes must be satisfied to maintain compliance with the Agreement.

### **Housing Stabilization and Case Management**

When engaging in case management, the Contractor must utilize the housing-first approach with an emphasis on recovery and harm reduction to promote long-term housing stability and wellness. To achieve those goals, the Contractor shall:

- A. Provide orientation to new tenants that includes discussion of lease rights and regulations, availability of onsite support, community programming opportunities, and a tour of the building and its amenities.

Provide on-site case management that builds the clients' motivation, develops a permanent housing-focused culture, and teaches skills critical to housing placement and stability. Case management services must be flexible to meet the needs of the clients.

- B. Proactively and assertively engage tenants to build rapport and increase voluntary participation of onsite services.
- C. Assess, in conjunction with the County, BHD staff and/or Treatment on Wheels (TOW), whether a client has a documented mental health or other disability that renders them unable to actively engage in the steps needed to work towards housing stability. Clients must be reassessed in 30-day intervals. Contractor staff will continue to make linkages to appropriate community services.
- D. Ensure timely assessment and resolution of immediate needs. The Contractor shall provide rapid assistance to ensure clients have sufficient clothes, food, access to primary health care, eye, dental care, mental health and substance use treatment. Other case management supports will focus on:
  1. Assistance with job search, resume preparation and other employment-related activities.
  2. Assistance with eviction prevention and housing search.
  3. Assistance with applying for general relief, cash, and non-cash benefits.
  4. Obtaining ID documentation and other vital documents.
  5. Ongoing support to connect with primary and behavioral health care as needed.
- E. Collaborate with the property manager to advocate for and prevent evictions as possible. The Contractor does not have the authority to evict tenants from their unit. The property management company has sole discretion to initiate eviction proceedings. Any tenancy concerns (as observed by the Contractor or reported by the property manager) must be



elevated with DHS staff. The Contractor also does not have the authority to dismiss clients from the local PSH program.

- F. Prioritize or intensify service provision for clients facing more significant barriers to sustaining housing.
- G. Maintain tenant records in a secured location in the Arlington Mill staff office. Tenant records, program notations, or staff logs may not be removed from the office.
- H. Provide or arrange transportation to client appointments related to clients' housing and wellness needs.

### **Community Programming for Arlington Mill PSH Tenants**

The Contractor must provide community programming for tenants of the Arlington Mill PSH program. The objective of these services is to provide clients with a wide range of housing and recovery-oriented services that promote wellness and community engagement and reduce isolation.

- A. Programming (events, meetings, celebrations, groups, etc.) must be held at times that maximize tenant availability and within the scope of staffing hours outlined in this Scope of Work.
- B. The programming must be developed collaboratively by the Contractor and DHS. Programming can be provided by the Contractor, community partners, and/or volunteers. Additional services provided by the Contractor shall supplement and enhance case management activities that enrich client emotional health and well-being (e.g., support groups, exercise/yoga, art and creative expression workgroups, etc.). Those programs will include such things as:
  - 1. Life skills
  - 2. Managing behavioral health issues
  - 3. Tenant rights and responsibilities
  - 4. Health and wellness
  - 5. Communication and social skills
  - 6. Employability and vocational services
  - 7. Recreational activities and the arts/humanities
  - 8. Financial and budgeting skill development and debt management coaching
- C. The Contractor may consider providing incentives to tenants to promote engagement (gift cards, food, raffles, etc.).
- D. The Contractor must solicit input from tenants about the types of programming they desire, as well as solicit their feedback regarding their level of satisfaction with programming conducted.

### **Staffing**

The Contractor shall employ staff that is representative of the demographics of the clients served and qualified to effectively operate Arlington Mill PSH. The Contractor shall ensure their supervisory staff has

the adequate skills and knowledge regarding supervision practices, performance evaluation, and progressive disciplinary processes. The Program Director or other senior staff must have a master's degree and/or experience in a relevant human services field. Staff must have training and/or work experience in homeless services or related human services programs. At least one agency staff must be clinically licensed to provide clinical supervision and oversight.

**Arlington Mill Property and County-provided Resources and Services**

The following activities and costs are managed and provided by Arlington Mill Property Management or Arlington County and are not the responsibility of the Contractor.

The County will:

- A. Assign a Project Officer who will be the main contact and has oversight of the Contract and services.
- B. Provide phones and County-provisioned technology equipment for the on-site staff office. The County will also work with building owners to provide phone lines and internet service.
- C. Provide cable television in common space.
- D. Supply office furniture (desk chair, filing cabinets, etc.) for the shared staff office.
- E. Work with Arlington Mill Property Management to oversee tenancy and leasing of PSH program participants.
- F. Oversee referrals and admissions.
- G. Provide linkages to DHS for clinical case management.

Arlington Mill Property Management will:

- A. Initiate building maintenance and structural upgrades. The Contractor may be asked to work with the owner, in coordination with the DHS Contract Officer, on renovations made to client apartments.
- B. Clean the common room space, staff office and staff bathroom (including restocking bathroom supplies (toilet paper and paper towels).
- C. Provide furnishings for the common space items (couch, TV, refrigerator, etc.).
- D. Work with Arlington County to oversee leasing and tenancy of PSH program participants.
- E. Pay for utilities of common space areas (heat, electrical, etc.).
- F. Repair and maintain building (HVAC, walls, windows, doors, interior/exterior paint, etc.).

The Contractor must:

- A. Notify the Project Officer and follow property management maintenance reporting protocols for any observed or reported maintenance needs.
- B. Not alter, install, change, replace, add to, or improve the facility's structure or its fixtures without the County's prior written approval, which may be withheld at the County's and/or Property Manager's discretion. For example, the Contractor may not:
  - 1. paint any interior or exterior part of the facility
  - 2. affix any item to any part of the facility
  - 3. remove any item that is affixed to the interior or exterior of the facility

**Performance Expectations and Reporting Requirements**

The performance standards outlined in the tables below were developed by the CoC in alignment with local, state and federal performance guidance. The standards shall apply to all Arlington County programs that are governed by the CoC. Any future changes to the performance measures affirmed by the CoC shall be communicated to the Contractor and will be immediately applicable.

**Table O: Arlington Mill Onsite Programming Quarterly Performance Expectations**

Outcome	Output	CoC Performance Standard
Reduced incidents and lease violations	The number of tenancy issues that required interventions and of that, how many were successfully resolved.	# (%)
Program Indicator	Measurements	
Case Management Engagement	Total number of people engaged in case management services (meeting with Contractor staff at least monthly).	#
Number, type and total number of individuals for each workshop offered to clients daily	# of Groups: # of Classes: # of Participants: <i>Please list the different types of classes here or submit a separate document with this breakdown</i>	#
Barriers and Successes to Service Delivery	What barriers or limitations does the Contractor frequently encounter as well as any successes?	Narrative
Satisfaction surveys are administered after each class/workshop/group.	# of surveys collected after each community activity.	#

**Table P: Quarterly and Annual Reporting Requirements**

Report Name & Submission Method	Frequency	Template
<p><b>1. Quarterly Programmatic and Narrative Report:</b> Submit using the template provided.</p> <p>Report includes:</p> <ul style="list-style-type: none"> <li>a) Program performance expectations (see Table O)</li> <li>b) Narrative explaining program successes or setbacks, a program participant success story, and explanations and corrective action planned or taken for any variance greater than 10% of each prescribed performance standard as defined in the CoC Standards.</li> <li>c) A summary of any workshops and training activities provided to program participants, including the number, type and total attendees for each activity</li> <li>d) A summary of staff training hours, including the name of the staff person, their role, and</li> </ul>	Quarterly	<a href="#">HAB Reporting Template</a>

training hours completed in the reporting period.		
2. <b>Consumer Satisfaction Surveys:</b> Using the template provided. Aggregate results of annual Arlington County Continuum of Care Consumer Satisfaction Survey in both English and Spanish	Annually	<a href="#">Consumer Satisfaction Survey (English)</a> & <a href="#">Consumer Satisfaction Survey (Spanish)</a>

**GLOSSARY OF TERMS**

<b>10-Year Plan to End Homelessness</b>	With the passing of the HEARTH Act, communities receiving HUD funds were organized into Continuums of Care (CoCs). Each CoC was required to develop a strategic plan to end homelessness, demonstrating a collaborative and systemic approach to addressing homelessness within their geographic region. These plans were initially organized under a 10-Year framework. In 2023, Arlington County CoC adopted its newest 10-Year Plan to End and Prevent Homelessness, entitled <a href="#">A Way Home For All</a>
<b>Arlington County Equity Resolution (2019)</b>	<a href="https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/21/2020/02/Equity-Resolution-FINAL-09-21-19.pdf">https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/21/2020/02/Equity-Resolution-FINAL-09-21-19.pdf</a>
<b>Arlington Landlord Partnership (ALP)</b>	The Arlington Landlord Partnership (ALP) is comprised of the Arlington County Housing Assistance Bureau, Arlington human services nonprofit agencies, local landlords and property managers. The goal of the ALP is to increase the availability of rental housing for homeless individuals and families with high leasing barriers.
<b>Assertive Engagement</b>	Housing First and its evidence of success is predicated on voluntary service models. Program participants are not required to engage in service to receive housing assistance. That said, organizations providing housing supports and assistance are required to engage people proactively and in ways that are meaningful and accessible to program participants. Assertive engagement places the focus of service provision and relationship development on the provider.
<b>Affordable Housing</b>	Housing is considered affordable when rent or mortgage, plus utilities is no more than 30% of a household’s gross income. In Arlington, VA there are two types of affordable housing units: Committed Affordable Units and Market-Rate Affordable Units. To find out more, visit this site: <a href="#">Affordable Housing – Official Website of Arlington County Virginia Government (arlingtonva.us)</a> .
<b>Affordable Housing Master Plan</b>	<a href="https://www.arlingtonva.us/Government/Programs/Housing/Affordable-Housing/Master-Plan">https://www.arlingtonva.us/Government/Programs/Housing/Affordable-Housing/Master-Plan</a>
<b>By-Names List (BNL)</b>	A By-Names List is a real-time list of every person experiencing homelessness within a community. This information, collected and shared with their consent, allows homeless service providers and the CoC to ensure a housing plan is identified for each person, leading to its efforts to meet functional zero.

<b>Chronically Homeless</b>	Chronicity is defined by the Department of Housing and Urban Development (HUD) as a person or head of household that has (1) a documented disabling condition and (2) has experienced at least 12 months of homelessness either (a) consecutively or (b) by way of four or more episodes of homelessness over three years or less. There is also guidance on what constitutes <b>homelessness</b> (a place not meant for human habitation or emergency shelter) and those residing in institutional settings (less than 90 days are still considered homeless, more than 90 days are no longer homeless).
<b>Client</b>	The term client is referenced throughout and can be interchangeable with terms such as “person or household experiencing homelessness,” “shelter guest,” or “program participant.”
<b>Continuum of Care (CoC)</b>	The collaborative partnerships within a geographical region (city, county or state) that aligns policy and plans to prevent and end homelessness. The CoC meets regulatory requirements established by the Interim Rule of the HEARTH Act (§578.7), including a designated role to serve as the Collaborative Applicant for HUD CoC Program funding.
<b>Coordinated Entry System (CES)</b>	In Arlington, the Coordinated Entry System (CES) is called the <b>Centralized Access System (CAS)</b> and is operated by the Department of Human Services Clinical Coordination Program. A CES or CAS process ensures all people experiencing homelessness have fair and equal access to available housing resources. This often involves using a By-Names List to ensure people experiencing homelessness are matched to appropriate housing options and prioritized based on their needs and vulnerability.
<b>Department of Human Resources Vision, Mission &amp; Values</b>	<a href="https://www.arlingtonva.us/Government/Departments/DHS/DHS-Vision-Mission-and-Values-Centering-Race">https://www.arlingtonva.us/Government/Departments/DHS/DHS-Vision-Mission-and-Values-Centering-Race</a>
<b>Diversion</b>	Utilizing creative problem-solving and by collaborating with people who are at-risk of or are experiencing homelessness, diversion works to assist people in avoiding shelter placement. Solutions include relocating closer to natural supports, housing and landlord negotiations to remain in or return to housing, collaborating with friends and family to find mutually acceptable housing solutions, and short-term and limited financial assistance, if needed.
<b>Emergency Shelter</b>	Temporary housing intended to provide immediate access to lodgings, food, and other basic care. Services are made available to connect people to community resources, benefits, and employment opportunities, while also quickly attaining permanent housing.
<b>Eviction Prevention</b>	Short-term assistance with rent assistance and rental arrears to quickly stabilize housing and avoid evictions.
<b>Functional Zero</b>	Functional zero is a milestone, which must be sustained, that indicates a community has measurably solved homelessness for a population. It is when the number of people experiencing homelessness is less than the number of people a community has proven it can house in a month. When it’s achieved, homelessness is rare and brief for that population.
<b>Harm Reduction</b>	Rooted in a social justice movement based on the belief that people who use drugs should have the same rights as everyone else, but should have

	safer ways to use. This approach has been applied to other contexts, including sex work, homelessness, healthcare, and other settings that require reduction of risks and harms associated with risky or potentially harmful behaviors.
<b>HEARTH Act</b>	Homeless Emergency Assistance and Rapid Response to Housing Act of 2009. <a href="https://www.hudexchange.info/homelessness-assistance/hearth-act/">https://www.hudexchange.info/homelessness-assistance/hearth-act/</a>
<b>Housing Inventory Count (HIC)</b>	The number of beds and units available on the night designated for the count (usually the same night as the PIT) by program type; this includes beds dedicated to serve persons who are homeless as well as persons in Permanent Supportive Housing (PSH).
<b>Homeless Management Information System (HMIS)</b>	HMIS is the data management system used to collect personal identifiable information on individuals and families who interact with homeless service providers. HUD requires each CoC to comply with certain data collection requirements and report statistical information annually. HMIS data is also used to understand trends in performance and areas of gaps and needs.
<b>Housing First</b>	Housing First connects people to housing, and then works to connect them to supports and services to assist in addressing other areas of risks or needs. It is based on the fundamental belief that all people deserve housing, regardless of their needs and behaviors.
<b>Intersectionality</b>	The concept that people’s identities, which include race, socio-economic status, gender, age, ability, sexual orientation, intersect with one another. When exposed, we clarify the ways in which a person or group of people can simultaneously experience privilege and oppression.
<b>Motivational Interviewing</b>	A form of inquiry and engagement that understands behavioral change is dependent upon one’s motivation. Motivational Interviewing works to help people identify what factors may motivate them at a given time, how best to meet people where they are, and support behavioral change over time. MI uses various tools and discourse to assess for and build motivation for the behavior change people want to see for themselves.
<b>Permanent Supportive Housing (PSH)</b>	Permanent Supportive Housing (PSH) couples intensive and voluntary supportive services with permanent housing. PSH often utilizes a Housing First approach and is prioritized for those who have the most significant needs in sustaining housing in the long-term.
<b>Point in Time Count (PIT)</b>	An annual enumeration of people experiencing homelessness and HUD requirement. People experiencing unsheltered and sheltered homelessness are included in this count.
<b>Racial Equity</b>	The condition that would be achieved if one’s racial identity no longer predicted how one fares. Racial equity is one part of racial justice and includes work to address root causes of inequities, not just their manifestation. This includes elimination of policies, practices, attitudes, and cultural messages that reinforce differential outcomes by race or that fail to eliminate them.
<b>Rapid Rehousing (RRH)</b>	Rapid Rehousing (RRH) includes housing search assistance, short to medium term supportive services, and short to medium term rent assistance. Housing is located in the community such that participants can retain a permanent lease in their own name after assistance ends.

<b>Targeted Prevention</b>	Providing homelessness prevention resources to those who are most likely to experience homelessness.
<b>Targeted Universalism</b>	Providing resources to people or groups based on their distance from opportunity. Targeted Universalism works to ensure everyone benefits and achieves a universal goal/outcome, but understands that because people are positioned differently to that goal based on systemic inequities, the solutions must be targeted and specialized based on their situation.
<b>Transition-Aged Youth</b>	Transition-Aged Youth (TAY) refers to young adults ages 18 – 24 years.
<b>Trauma-Informed Care</b>	This approach to service delivery acknowledges that people’s behaviors are often a result of the trauma they have endured and involves adapting service delivery models to prevent further traumatizing people who receive care.
<b>Treatment on Wheels</b>	An Arlington County Behavioral Health Division program that provides assessments, case management and linkages for adults experiencing homelessness living with serious mental illness and/or substance use needs to appropriate services and housing resources.

## **V. PROPOSAL REQUIREMENTS**

### **1. GENERAL**

FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. THE PROPOSAL FORM MUST BE SIGNED BY A PERSON LEGALLY AUTHORIZED TO BIND THE OFFEROR.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

### **2. PROPOSAL SUBMISSION**

The submitted Proposal Form must be signed and fully executed. The Proposal Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept responses after the close date and time. The County will not accept emailed or faxed proposals.

The Offeror name on the electronic proposal submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid response. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO PROPOSAL SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Offeror. The Vendor Registry System will not accept applications after the publicly posted date and time. A proposal may be rejected if the Proposal Form is not signed in the designated space by a person authorized to legally bind the Offeror.

Proposals and all documents uploaded/submitted to Arlington County by an Offeror become the property of the County upon receipt.

The County may reject any proposal that modifies or supplements the solicitation requirements.

### **3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS**

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.



**4. PROPOSAL STANDARDS**

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors.

**5. EXPENSES INCURRED IN PREPARING PROPOSAL**

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

**6. PROPOSALS EVALUATION CRITERIA AND WEIGHTS**

The County will evaluate technical proposals that meet the above-stated requirements using the following criteria:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Organization Expertise and Capacity Including References	25
Technical Approach	30
Past Performance	45
<b>TOTAL</b>	<b>100</b>

**7. PROPOSAL SUBMITTAL ELEMENTS**

The County may not evaluate proposals that do not contain all requested content. Each of the proposal elements should be provided in the order listed below.

**1. EXECUTED FORMS**

- a. Proposal Form: original as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

**2. MANDATORY REQUIREMENTS**

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.

*Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.*

**3. ORGANIZATION EXPERTICE AND CAPACITY: (PAGE LIMIT: Maximum 12 pages, double-spaced, not including organizational chart or resumes.)**

- 1. Describe your organization's experience providing homeless services and/or housing. Include specific examples of services, programming, and operations related to the project types for which the organization is applying. Include details regarding the following:

- Leadership and Board-involvement administering public resources.
  - Managing personnel.
  - Oversight of facility operations.
  - Efforts to incorporate race equity into the organization's work.
  - Efforts to ensure staff, from direct services to leadership and the Board of Directors, is representative of persons served in programs. Provide any organizational analysis completed about the demographics and identities of the organization and how it compares to the people your organization serves. Include the number of persons with lived experience of homelessness employed by your organization and/or serving on your organization's Board of Directors.
2. Describe your organization's experiencing in providing confidential, HIPPA-compliant services.
  3. Describe the organization's fiduciary competency, including but not limited to:
    - Funding in reserves.
    - Instances of underspending and returning or de-obligating funds, and/or instances of overspending and efforts to correct expenditure rates moving forward.
  4. Describe the organization's accounting and grant management systems and strategies.
  5. Describe the organization's fundraising and development efforts. How will your organization ensure at least 30% of program operating costs will be leveraged by other public and private resources.
  6. Arlington County encourages leveraging partnerships and other resources for purposes of fulfilling and enhancing services and programming provided by organizations applying to this RFP. Describe all formal partnerships your organization will leverage to operate the program(s) included in your proposal. If your organization will rely on any sub-contracts for services or operations, please describe your experience managing sub-contractors and your processes for soliciting and selecting sub-contractors.
  7. If applying for Part 1, Sullivan House operations or Part 5, Non-Congregate Emergency Shelter overflow, describe any housing, partnerships, or strategies your organization will utilize or leverage as part of this proposal. Include the following details: type of housing, number of units, responsibilities of all parties, timeline of when units will be available, and any other pertinent information about the housing or partnership.
  8. Proposals for Part 2, Homeless Services Center operations, may include additional nursing or medical staff to expand and provide medical care for shelter clients at other CoC shelters (interns, healthcare provider partnerships, other MOUs). Describe leveraged medical services your organization intends to include as part of this proposal, and include the following details: type of healthcare services leveraged, details of existing/proposed MOUs, any policies and practices to provide oversight of leveraged services, and any other pertinent information about the partnership or services provided.

9. Proposals for Part 3, Residential Program Center operations may include information about how the organization will provide meals. If your organization proposes to secure its own food vendor for meals, describe your experience soliciting for outside vendors and an implementation plan for these efforts, including budget information.
10. Provide the following documents:
  - Form 990s for the past 3 years
  - Most recent financial audit
  - Agency Annual Report for past 3 years
  - MOUs or other partnership agreements demonstrating leveraged non-congregate shelter space
11. Provide an organizational chart delineating the number of staff and the organizational and program oversight. Submit resumes for the following staff roles:
  - Senior Director with program oversight
  - Program Manager
  - Case Managers
  - Licensed Clinician (if included in the proposal)
  - Daily shelter staff
  - Peer Support Specialist
  - Medical Respite Supervisor (for HSC operator only)
  - Healthcare Provider (for HSC operator only and if different from Medical Respite Supervisor)
12. Provide three organizations and a point of contact for each who can speak to your organization's competency and ability to perform the tasks as listed in the Scope of Work. References can include former consumers, other community partners, donors, etc.

**4. TECHNICAL APPROACH (PAGE LIMIT: Maximum 15 pages, double-spaced)**

1. Explain, in detail, how your organization will incorporate the best practices of Housing First, Trauma-Informed Care, and Harm Reduction into your work culture and service delivery. Include specific examples of how these practices are implemented, including information about any organizational policies, tools, or approaches that are codified, monitored, and reinforced through training or supervision.
2. Describe your implementation plan for operating the program and meeting the requirements listed in the Scope of Work. Be sure to include specific details of all program components, such as organizational structure and staff roles, policy development, facilities oversight, etc.
3. For each program component relevant to the Scope of Work to which your organization is applying (shelter, day program, medical respite, outreach, or PSH) describe:

- a. Details about the types of services and programming your organization has implemented in the past.
    - b. Details about the types of services and/or programming your organization plans to implement.
  4. Describe, in detail, how your organization tailors services to the various populations and what best practices or expertise you will be using to address the needs of those households ( children/youth, families, transition-aged adults ages 18-24, survivors of domestic violence and/or sexual assault, adults with intellectual disabilities, adults with severe and persistent mental illness or substance use, older adults, veterans, and other historically marginalized groups, including Black, Indigenous, and other People of Color, LGBTQIA+, etc.). How are services accessible to these communities? How do your programs ensure a welcoming and person-centered space for these communities? Include specific examples of how these practices are implemented, including information about any organizational policies, tools, or approaches that are codified, monitored, and reinforced through training or supervision.
  5. Explain how your organization plans to incorporate race equity, diversity, and the voices of people with lived experience into your service delivery.
  6. Explain how your organization provides culturally tailored and culturally responsive services to immigrants and refugees. Describe how you assess for the needs of this population, how your organization adapts services and approaches to respond to these needs, and how your organization ensures (or will ensure) people with limited English proficiency (LEP) will have access to the same services and resources as persons with English proficiency and in their primary spoken language.
  7. Explain how your organization will provide clinical supervision and support to its case managers and direct staff (24/7 essential employees). Include a list of annual trainings provided to your staff.
  8. One vendor may be selected to provide a Licensed Clinician to assist clients served by HSC, RPC, Sullivan House, and Street Outreach Programs. The clinician will provide clinical supervision for case managers and client service teams; limited therapeutic services for clients; clinical assessment and documentation of disabilities and diagnosis to facilitate referrals to Permanent Supportive Housing and other behavioral health services; and crisis de-escalation support or incident debriefings. Part of this full-time position will be allotted to the other CoC shelters. If your organization would like to be considered for this position, describe your experience in providing and supporting clinical staffing. Include the following details: job description, resume and proof of licensure for any current personnel, and how your organization will coordinate with other shelter operators to ensure support to other shelter clients.
- 5. PAST PERFORMANCE (PAGE LIMIT: Maximum six pages, double spaced, not including attachments)**
1. D Provide a brief description of the programs your organization has implemented and a summary of your outcomes. Please include details related to service engagement,

utilization, housing placement, employment, and access/receipt of public benefits outcomes.

2. Describe annual trends and system performance for the past 3 years. Describe any areas of strength and strong performance, including information about milestones and strategies the organization has utilized that contribute to this performance. Describe any areas where the organization has room to improve or grow. Include information about what efforts the organization is taking to address these areas.
3. How has your organization evaluated or analyzed performance outcomes for racial disparities? What was learned, and what action did the organization take as a result?
4. The County will also consider past performance delivering on prior contract requirements in its review of proposals and decision-making (if applicable). List the total amount of County funding received as an organization for the past 5 years. Provide a summary of any monitoring findings, performance concerns, corrective action requirements, and areas of strong performance as they relate to existing or prior contracts in place with Arlington County. For applicants who do not have a prior or existing contract with Arlington County, provide a summary of monitoring findings, performance concerns, corrective action requirements, and areas of strong performance as they relate to any other public or private funder, and include this funder as one of three references requested in section G.
5. Provide Program Performance Reports
  - If currently operating a Homeless Management Information System (HMIS) – compliant program, submit related 12-month, Annual Performance Reports (APRs) for the past 3 years.
  - If not currently operating a HMIS-compliant program, use the template provided for the past 3 years (12-month periods) of operating a comparable project type.

**6. EXCEPTIONS TO THE COUNTY’S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any**

**7. COST PROPOSAL**

The Offerors must use the Cost Proposal Spreadsheet included in this solicitation as Attachment A to provide pricing proposals.

## **VI. CONTRACT TERMS AND CONDITIONS**

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (\*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.



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

### **AGREEMENT NO. 24-DHS-RFP-509**

THIS AGREEMENT is made, on the date of execution by the County, between Contractor's name, Contractor's address ("Contractor") a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

#### **1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Business Associate Agreement
- Exhibit D – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit E – County Nondisclosure and Data Security Agreement (Individual)

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is homeless response services. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on \_\_\_\_\_, 20\_\_\_\_ and must be completed no later than \_\_\_\_\_20 \_\_\_\_ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than \_\_\_\_\_ additional 12-month periods, from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until \_\_\_\_\_ ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

**7. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

If the County makes a partial payment, it will retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

**8. REIMBURSABLE EXPENSES**

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

**9. \* PAYMENT OF SUBCONTRACTORS**

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section 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.

**10. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.



**11. \* NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**13. \* COUNTY PURCHASE ORDER REQUIREMENT**

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

**14. BACKGROUND CHECK**

The Contractor is responsible for completing a criminal background check and a Virginia Central Registry check through the Virginia Department of Social Services for each person working on this contract. The Contractor must inform the County immediately of any findings. Any finding may result in the immediate removal of the individual from the contract.

**15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then 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 and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**16. \* EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**17. \* EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**18. \* DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**19. \*SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**20. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including 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 and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**21. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

#### B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

#### **22. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**23. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**24. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**25. OWNERSHIP OF WORK PRODUCT**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**26. DATA SECURITY AND PROTECTION**

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
  
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
  
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
  
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
  
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
  
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

**27. \* ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**28. \* COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**29. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

**30. \* AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**31. \* RELATION TO COUNTY**

The Contractor is an independent Contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or 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 or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**32. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**33. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.



**34. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**35. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**36. \* ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**37. \* DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**38. \* APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**39. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**40. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**41. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**42. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**43. \* ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**44. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND DATA SECURITY AND PROTECTION.

**45. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

**46. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**47. NOTICES**

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

**TO THE CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO THE COUNTY:**

\_\_\_\_\_, Project Officer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND

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

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

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

Arlington, Virginia 22201

**48. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**49. \* NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**50. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**51. HIPAA COMPLIANCE**

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit C). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act (“HITECH”), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

**52. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

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

- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

### **53. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$2,000,000 per occurrence, with \$4,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Risk – cyber risk and/or technology errors and omissions coverage, for the Contractor and its personnel, with a minimum limit of \$2,000,000 per occurrence. The policy must cover Arlington County and its Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents resulting in loss or damage arising out of the Contractor's equipment, products, services, or software under this Contract. If the policy is written on a claims-made basis: (i) the Contractor must maintain the policy for at least four years after the last date that the Contractor provides equipment, products, services, or software under this Contract or the applicable warranty period, whichever is longer; and (ii) the policy must include a retroactive coverage date before the first date that the Contractor provides any equipment, products, services or software under this Contract.

At a minimum, the insurance must include the following coverages: (a) privacy breach (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread

of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems with no exclusion or restriction for unencrypted portable devices or media; (f) indirect and consequential damages arising out of a cyber-related event; and (g) first-party losses of the County to cover the costs of forensic and/or technical teams hired to investigate any security incident, attorney's fees, notifying affected individuals, running a centralized call center, two years of credit monitoring services for impacted individuals, and preparing and filing all required notices with governmental authorities, agencies and interested parties.

- e. Abuse and Molestation Insurance - \$1,000,000 per occurrence.
- f. Medical Malpractice - \$2.55 million per occurrence/claim or the statutory VA annual claim cap whichever is greater. (Applies only to the operator of the HSC)
- g. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- h. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- i. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- j. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is 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 whom the Contractor employs directly.

**54. COUNTERPARTS**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT C

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between \_\_\_\_\_ (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

#### Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

#### **1) Definitions**

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting.** "Accounting" means a record of disclosures of protected health information made by the Business Associate.

- b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.



- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

## 2) **Obligations and Activities of Business Associate**

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

6. Contact information for Business Associate's representatives knowledgeable about the Breach.

- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

### **3) Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
1. Disclosure is Required by Law;
  2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
  3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

### **4) Obligations of Covered Entity**

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

**5) Term, Termination and Breach**

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
  - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
  - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
  - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify

Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

**6) Miscellaneous**

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:

(1) Marcy Foster,  
Arlington County Privacy Officer  
2100 Clarendon Blvd., Suite 511  
Arlington, Virginia 22201

(2) MinhChau Corr  
County Attorney  
2100 Clarendon Blvd., Suite 511  
Arlington, Virginia 22201

(3) County Project Officer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent Contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.

- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.



- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

**Arlington County, Virginia**

**Business Associate**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Privacy Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of \_\_\_\_\_ (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 24-DHS-RFP-509 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**

**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(INDIVIDUAL)**

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, c Contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 24-DHS-RFP-509 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed:

Contractor’s Project Manager: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT**

**VII. ATTACHMENTS AND FORMS**

**ARLINGTON COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS NO. 24-DHS-RFP-509**

**PROPOSAL FORM**

**ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN  
5:00 P.M. ON JUNE 12<sup>TH</sup> 2024**

**FOR PROVIDING HOMELESSNESS RESPONSE SERVICES PER THE SOLICITATION.**

**THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED.**

**SUBMITTED BY:**

*(legal name of entity)*

\_\_\_\_\_

**AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**PRINT NAME AND TITLE:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY/STATE/ZIP:**

\_\_\_\_\_

**TELEPHONE NO.:**

**E-MAIL**

**ADDRESS:**

\_\_\_\_\_

**THIS ENTITY IS INCORPORATED**

**IN:**

\_\_\_\_\_

**THIS ENTITY IS A:**

CORPORATION

LIMITED PARTNERSHIP

*(check the applicable option)*

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

**IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA?**

YES

NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE**

**SCC:**

\_\_\_\_\_

*Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.*

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* \_\_\_\_\_

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED, ENJOINED, OR SUSPENDED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES  NO

OFFEROR STATUS: MINORITY OWNED:  WOMAN OWNED:  NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088.](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088)

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-112 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the specific data or materials to be protected and state the reasons why protection is necessary. Please note that designation of an entire bid, proposal, or prequalification application or of line-item prices or the total bid amount is prohibited.

Please mark one:

- No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.



PROPOSAL FORM, PAGE 3 OF 4

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

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State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

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If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

OFFEROR'S PRINTED NAME: \_\_\_\_\_

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 24-DHS-RFP-509 and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF \_\_\_\_\_)

CITY/COUNTY OF \_\_\_\_\_) to wit:

\_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the undersigned a Notary Public in and for the State and County of aforesaid, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

\_\_\_\_\_

(Seal)

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

### Proposal Cover Sheet

Please select the program(s) for which you are submitting a proposal. If applying for multiple programs, please submit a complete proposal with all Mandatory Requirements for each program.

Operate the Sullivan House Family Shelter	<input type="checkbox"/>
Does your proposal include expanded non-congregate shelter overflow for families and single young adults aged 18-24?	YES      NO <input type="checkbox"/> <input type="checkbox"/>
Operate the Homeless Services Center (HSC)	<input type="checkbox"/>
Operate the Residential Program Center (RPC)	<input type="checkbox"/>
Provide Street Outreach Services to people sleeping in places not meant for human habitation	<input type="checkbox"/>
Provide non-congregate shelter overflow for single adults	<input type="checkbox"/>
Arlington Mill permanent supportive housing onsite programming	<input type="checkbox"/>