

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

NOTICE OF CONTRACT AWARD

TO: NEW HOPE HOUSING, INC.	DATE ISSUED:	December 4, 2019
8407 E. RICHMOND HIGHWAY	CONTRACT NO:	19-071-2-RFP-LW
ALEXANDRIA, VIRGINIA 22309	CONTRACT TITLE:	OPERATION OF RESIDENTIAL PROGRAM CENTER (HOMELESS SHELTER)

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

The contract documents consist of the terms and conditions of AGREEMENT No. 19-071-2-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: DECEMBER 4, 2019

EXPIRES: DECEMBER 3, 2022

RENEWALS: THIS IS THE 3 YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 95200

LIVING WAGE: YES

ATTACHMENTS:

AGREEMENT No. 19-071-2-RFP

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: PAMELA MICHELL

VENDOR TEL. NO.:

(703)799-2293

EMAIL ADDRESS: PMICHELL@NEWHOPEHOUSING.ORG

COUNTY CONTACT: AROGYA SINGH

COUNTY TEL. NO.:

(703) 228-1603

COUNTY CONTACT EMAIL: ASINGH1@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

VANESSA MOOREHEAD Title **PROCUREMENT OFFICER** Date **12/4/2019**

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

AGREEMENT NO. 19-071-2-RFP-LW

THIS AGREEMENT is made, on the date of execution by the County, between New Hope Housing, Inc., 8407 E. Richmond Highway, Alexandria, Virginia 22309 (“Contractor”), a Virginia, corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. 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 Services
- 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)
- Exhibit F Living Wage Forms
- Exhibit G Living Wage Quarterly Compliance Reports
- Exhibit H Information Provided for Funding Draw Request
- Exhibit I Disbursement Schedule
- Exhibit J Transition Plan

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 operation of the County’s Residential Program Center (RPC). 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 the date of execution and must be completed no later than December 3, 2022 ("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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than two additional 12-month periods, from December 4, 2022 to December 3, 2024, (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 ("Contract Pricing") 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 B 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 December 31, 2022 ("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 60 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-month period ending on October 30 of each year of the Contract.

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 terminate the Contract, whether the County has previously elected to extend the Contract's term.

7. PAYMENT

The County will make payments to the Contractor as explained in Exhibit I ("Disbursement Schedule"). Requests for payment must be made on Arlington County's invoice template (provided after execution of the Agreement). The invoice must include the documentation listed in Exhibit H ("Information to be provided to Arlington County with each Funding Draw Request"). The invoice for the final fiscal year of the contract must be submitted within five business days after the County's fiscal year end (June 30).

The Contractor must submit the invoice and documentation to the County's Project Officer, who will either approve the invoice or require corrections.

The County will pay the Contractor within 30 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. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B (Contract Pricing) 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 and ensuring that subcontractors, including its volunteers, comply with this background check requirement. The Contractor must inform the County immediately of any findings involving its staff or a subcontractor's staff. 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, national origin, age or 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. 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.

20. 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. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. 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, as defined above, 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.

21. INDEMNIFICATION

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.

22. 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.

23. 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.

24. 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 Exhibits D and E (Non-Disclosure and Data Security Agreement) 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 the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth 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. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, 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 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).

25. 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 contractor, 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

32. AUDIT

The Contractor must provide to the County the complete findings and all components (including a copy of Federal Form 990) of an independent certified public accountant's audit of its finances and program operation within four months after the close of the Contractor's fiscal year. 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.

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

33. 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.

34. AMENDMENTS

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

35. 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.

36. 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.

37. 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.

38. ARBITRATION

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

39. 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.

40. 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.

41. 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.

42. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

43. 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; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

44. 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.

45. 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.

46. 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:

Pamela Michell, Executive Director
New Hope Housing Inc.
8407 E Richmond Highway
Alexandria, Virginia 22309

TO THE COUNTY:

Mary Frances Kenion, Project Officer
2100 Washington Blvd. 1st Floor
Arlington, VA 22204

AND

Vanessa Moorehead, Procurement Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. 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.

49. 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.

50. 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.

51. 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

\$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 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. Employer's Liability - \$100,000/accident /\$100,000 disease/\$500,000 disease policy limit.
- e. Umbrella/Excess Liability - \$100,000 Bodily Injury, Property Damage and Personal Injury.
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named 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.
- g. 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.
- h. 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.
- i. 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.

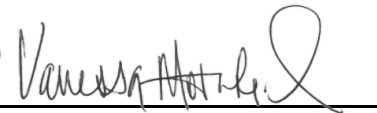
The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

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.

WITNESS these signatures:

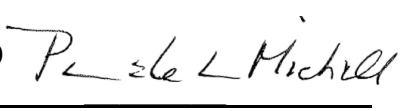
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: 

NAME: VANESSA MOOREHEAD
TITLE: PROCUREMENT OFFICER

DATE: 12/4/2019

NEW HOPE HOUSING, INC.

AUTHORIZED
SIGNATURE: 

NAME: PAMELA MICHELL
TITLE: EXECUTIVE DIRECTOR

DATE: 12/3/2019

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall operate the County's Residential Program Center (RPC) for the Department of Human Services (DHS), Economic Independence Division (EID). The RPC is a 44-bed shelter for single adults (male and female), located at 1554 Columbia Pike, Arlington, Virginia 22204.

1. GENERAL REQUIREMENTS

The Contractor shall implement a 60-day transition plan (Exhibit J) immediately upon commencement of the Agreement.

The Contractor shall operate the emergency shelter/s as follows and in accordance with Arlington County's [Three-Year Strategic Plan](#) and the [Unified Shelter SOP](#):

- A. Manage the emergency shelter in such a manner as to assure that it is physically and programmatically structured to receive guests.
- B. Ensure admission to the shelter is solely through the Centralized Access System (CAS) 24-hours a day, 7-days a week, unless otherwise specified by Arlington County.
- C. Provide a safe, overnight experience in which every shelter guest is respected.
- D. Maintain a habitable, clean and sanitary living quarters, including shower facilities, with female and male guests roomed separately with furniture provided by the County.
- E. Provide nutritious food service including breakfast, lunch and a hot dinner.
- F. Provide shelter guests with appropriate clothing, only as available.
- G. Ensure all staff are trained to provide the services that support the purpose and mission of the shelter.
- H. Maintain a designated webpage for the RPC, respectively, that provides current information to the public of activities and programs within each shelter.
- I. Comply with all laws, ordinances, codes, rules and regulations of the local, state and federal governments that in any way affect its operations and adhere to instructions prescribed by DHS for the effective administration of the emergency shelter.

The Contractor must meet objectives identified in the tables in section IV. 11. Performance Expectations and Reporting Requirement. The Contractor must maintain data according to [HMIS SOP/Protocols](#) as required and submit data on a quarterly basis to the County Project Officer.

2. HOUSING STABILIZATION AND CASE MANAGEMENT

When engaging in case management the Contractor must utilize the housing-first approach to prevent homelessness for those at imminent risk of becoming homeless, or rapidly return to permanent housing those individuals experiencing homelessness. To achieve those goals, the Contractor shall:

- A. Provide on-site shelter programming that builds the shelter guest's motivation, develops a permanent housing-focused culture, and teaches skills critical to housing placement and stability;
- B. Provide orientation to new shelter guests that includes discussion of expectations and guidelines and completion of required forms, a search of personal belongings for contraband, and the handling of inappropriate items according to protocol; this includes the collection of medications, prescriptions and over-the-counter medications, and the dispensing of those items according to established protocol;
- C. Maintain shelter guest records in a secured location, such as a locked cabinet or room, and limit access to those documents to only those with a need and entitlement to view such records. Maintain shelter guest records for five (5) years after the expiration of this contract, unless Arlington County takes possession of the records prior to that date;
- D. Initiate housing focused case management services for all those who have stayed at the shelter for at least 7 days and identify shelter guests with a pattern of cycling in and out of homelessness;

For those shelter guests who cycle in and out of homelessness, the Contractor shall employ housing focused case management within 2 days of shelter re-entry and a case manager should be designated for overall provision of needed services;

- E. Ensure that an Individual Housing Plan (IHP) is developed within 10 days of admission and updated as necessary and at least monthly for each guest of the homeless shelter. Each IHP is developed with the shelter guest and is specific to the guest's needs and focused on resolving the barriers most likely to prevent the guest from successfully exiting the shelter. Each IHP shall include at a minimum, as appropriate for each shelter guest, the following:

1. Identification of the needs related to housing placement (e.g., obtaining identification documents, obtaining employment, increasing income, housing location, applying for entitlement benefits, addressing medical, mental health or and substance abuse issues, life skills, legal issues, etc.);
 2. A target date for housing placement;
 3. The action steps towards placement, including but not limited to identification of and referral to community-based resources needed to facilitate placement;
 4. Designation of who is responsible for each action step in the IHP, the shelter guest or staff, and a target date for the successful completion of each step; and
 5. Adjust the IHP with the shelter guest as needed.
- F. Assist shelter guests in obtaining non-cash benefits (e.g., SNAP, *etc.*) as well as cash benefits (e.g., Social Security, Supplemental Security Income, Social Security Disability Insurance, *etc.*). The case manager should also work with the shelter guest to help find employment or increase employment income;
- G. Ensure that shelter staff will collaborate, support and coordinate efforts with the County's Housing Locator to address clients' housing needs. The Housing Locator is part of the County's Housing Assistance Bureau and provides housing location services to clients within the Continuum of Care. Services include, but are not limited to: housing location, application assistance, lease-signing assistance, tenant/landlord mediation, *etc.*;
- H. Utilize case conferencing when issues arise, and the case manager and the shelter guest are not making progress on achieving housing placement. The Contractor will follow the process for utilizing case conferencing as outlined in the [Centralized Access System](#) policy (CAS);
- I. Assess, in conjunction with Arlington County, whether a shelter guest has a documented mental health or other disability that renders him/her unable to actively engage in the steps needed to work toward a housing placement. Clients must be reassessed in 30-day intervals. Staff will continue to make linkages to appropriate community services;
- J. Implement a case review process for shelter guests 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 and DHS staff;

3. Meet with the shelter guest utilizing additional ideas or strategies and discuss his/her effort and amend the IHP, if appropriate. A case conference facilitated by the guest's shelter program manager may also be called to engage the shelter guest in the process and discuss the expectation for him/her to participate in the IHP. Inform the guest that another review will be done at the 45th day to decide future steps, including continued stay at the shelter;
 4. Between the 45th and 60th day, if the shelter guest chooses not to work toward the goals set in the IHP, the guest shall be informed by the case manager and supervisor that he/she may be discharged from the shelter on the 90th day.; and,
 5. Discharge may be postponed when there is danger of hypothermia.
- K. Before any planned discharge from the shelter of a guest who has been permanently housed, the case manager will devise a follow-up support plan tailored to the guest'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,
 - L. Focus on the shelter guests identified as being the most difficult to place as identified by having the most shelter use days within a defined period and/or meeting other criteria as defined by Arlington County,
 - M. Keep track of guests who have been housed in permanent housing in order to determine the percent of guests who maintain their housing for the time standard established by the CoC, and,
 - N. Assign case managers to shelter guests based on case load capacity and special expertise, if applicable. Ensure case management services are available seven days a week.

3. DAILY SHELTER RESPONSIBILITIES

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

- A. Services to Single Adults: Provide emergency shelter services for single adult individuals without children as outlined in the approved [Unified Shelter SOP](#) seven (7) days/week, 365 days of the year. Manage the day-to-day operations of the facilities and programs.
- B. Outreach Services to the Homeless: Arlington County's Behavioral Healthcare Division (BHD) works closely with the Police Department to identify persons experiencing street homelessness and residing in places not meant for human habitation and coordinates with Virginia

Hospital Center and the Northern Virginia Mental Health Institute to ensure persons being released from psychiatric settings have immediate access to services. BHD has specialized street outreach efforts that offers homeless case management services through its Treatment on Wheels (TOW) and contracts with nonprofit partner(s). The County's TOW:

1. provides clinical assessments
2. offers specialized homeless case management
3. connects to appropriate services and housing resources for adults with serious mental illness and/or substance abuse disorders who are also experiencing homelessness

The Contractor will use its Outreach and Day Program to work with the County's BHD and TOW program to engage unsheltered persons experiencing homelessness to:

1. provide essential supplies
2. build relationships
3. navigate them to higher-level services

- C. Low-barrier Expectation: Implement a low-barrier, high expectation shelter model that provides access to shelter and housing location services for individuals experiencing homelessness in the County. Shelter guests may be actively using substances and/or be reluctant to engage in mental health, substance abuse or other types of treatment. Shelter staff should strive to limit involuntary discharges to instances where shelter guests pose a significant health and/or safety risk to themselves, staff, or other guests.
- D. Revise Shelter Rules and Policies: Work in cooperation with DHS staff to revise the [Central Access System](#) and [Unified Shelter SOP](#) as well as other shelter rules and policies as needed. All proposed changes to shelter policies and practices shall be submitted to the County for review and written approval.
- E. Shelter Eligibility and Admission Criteria: The Contractor shall ensure shelter admission is conducted in accordance with the County's Centralized Access System and in cooperation with the EID's Community Assistance Bureau. Specifically, the Contractor shall abide by the following process:
1. Initial Intake: The CAS Intake unit will assess all individuals who request shelter by completing tools such as the [CAS Triage Form](#) and the [Service Prioritization Decision Assistance Tool](#), which identifies health and social needs of individuals experiencing homelessness and matches them with the most appropriate support and housing interventions available. As appropriate, the EID Community Assistance Bureau will determine if the resident has temporary housing options and can be diverted from homelessness.

2. Screening /Assessment: The Barriers to Housing Stability Form is required for all shelter admissions. The Community Assistance Bureau will complete the [Barriers to Housing Stability Intake Form](#) if a County resident cannot be diverted from homelessness and needs to access emergency shelter services. The Barriers to Housing Stability Form assesses basic needs and captures Homeless Management Information Systems (HMIS) required data elements for program entries. The Barriers to Housing Stability is made available in HMIS.
3. Once an individual enters the emergency shelter, the Contractor will complete the [Service Prioritization Decision Assistance Tool](#). The Intake Form and SPADAT assessment tools will be used to determine the intervention necessary to resolve the resident's homelessness. Shelter staff trained to implement the SPDAT will complete the assessment tool when the guest has spent seven consecutive days in in the shelter system, except in cases where a guest has cycled in and out of the shelter when the full SPDAT shall be completed in two days.
4. Maintain a list of Chronically Homeless and Homeless Veterans: Applying HUD'S definition of "[chronically homeless](#)" issued December 4, 2015, the Contractor shall maintain a "By Names" list of all chronically homeless individuals and homeless veterans and provide that list to the CoC and designated DHS staff at least monthly, and on-demand as needed.
5. Intake During Non-Business Hours: 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 of homeless Arlingtonians. During the phone interview, the Contractor's staff shall complete a triage form in HMIS, check HMIS for bed availability, and assess the individual's emergency needs. The Contractor shall refer guests admitted to the shelter to CAS the next working day for a thorough and complete assessment.
6. Shelter Guests Entering During Hypothermia: Hypothermia guests who enter the shelter outside of the County's business hours Monday through Friday will be given shelter without initially being referred through CAS and they do not have to be County residents. However, by the next business day, all hypothermia shelter guests must be referred to the Human Services Clinician and formally enter the shelter

system through CAS. All non-County shelter/hypothermia guests must be recorded in the HMIS database and must leave the emergency shelter and be returned to an appropriate shelter in their jurisdiction of origin within 96 hours from entry.

7. Vacancy Tracking: The Contractor must track shelter bed vacancies according to CAS requirements. Specifically, the Contractor must update bed vacancy information in HMIS within eight (8) hours of a bed becoming vacant or being filled. If the Contractor knows of an impending vacancy, the anticipated availability date must be posted within two (2) business days of knowledge of such availability.
8. Prioritization of Referrals: Shelter guests will be prioritized for emergency shelter placement based on the length of literal homelessness and/or their vulnerability as assessed by Human Services Clinicians at DHS. Priority is given to those individuals who are documented as having been homeless for the longest period of time and who are the most vulnerable. Only in instances of identical length of homelessness and vulnerability will applicants be placed in shelter in the order in which they applied (*i.e.*, on a first-come-first-served basis).
9. Continuity with the Three-Year Strategic Plan for Arlington County: The Contractor shall focus its attention and efforts on homeless Arlingtonians in coordination with Arlington County's [Three-Year Strategic Plan](#). That Plan focuses Arlington County's resources on the disproportionate number of African-Americans in need of homeless services; those in need of employment; transitional age youth (TAY), immigrants, the elderly, and, recidivism in homelessness. The Contractor shall collect, evaluate and share data with the CoC on these subpopulations. That data will be critical in efforts to develop policy to provide focused assistance to these subpopulations.

F. Shelter Operations: As a part of its daily shelter operations, the Contractor shall ensure that the following processes and/or services are provided:

1. Guest Laundry Service: Facilitate the washing of the shelter guests' clothes and linens in the facility's washers/dryers. Arlington County will provide washers and dryers. However, the Contractor will be responsible for repair and maintenance of the washers/dryers including cleaning the dryer vents at least twice per year;
2. Clean Linens: Ensure that clean bed and bath linens are available for new shelter guests;

3. Staff and Shelter Guest Safety: Have safety procedures in place such as guest 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.*;
4. Emergency Preparedness: Ensure the safety of all shelter staff and guests by maintaining an emergency plan for natural and other disasters and conducting routine drills. The Contractor shall work in collaboration with DHS to establish an Emergency Preparedness plan that corresponds to emergency practices utilized by DHS. Until the development of this plan, the Contractor shall maintain written emergency procedures that includes at a minimum: (a) initial assessment of immediacy and severity of the emergency; (b) notification of cooperation with appropriate County agencies (*i.e.*, DHS, Fire Department, Police Department); and, (c) agreements with community organizations to provide temporary emergency relocation site in case the facility must be evacuated;
5. Coordination of Services with Arlington Police Department: Establish and maintain a relationship with the Arlington Police Department to ensure coordination when assistance is needed;
6. Use of Volunteers: Identify appropriate activities which can be conducted by properly screened volunteers, develop a volunteer recruitment plan, provide orientation and supervision, and maintain records of volunteer activities, including hours of service;
7. Medication Protocols: develop and maintain protocols for all prescription and non-prescription medication that are brought into the facility by guests or purchased by the program and donated to the guest. The Contractor shall ensure that all medication is placed in a locked box (for regular medications) and a double locked box (for controlled substances) and that all prescriptions are provided to the guests in accordance with a licensed medical professional's written instructions. All non-prescription medications will be placed in locked cabinets and provided to guests upon request. In all instances, the staff and guests will sign a medication log showing that the guest has received prescribed or over the counter medications;
8. Communicable Disease/Standard Precautions: Ensure all staff is trained and knowledgeable in communicable disease prevention, safety and standard precautions and protocols (e.g. First Aid/CPR certification). The Contractor shall ensure that all staff receives annual updates on any changes to safety and standard precautions and protocols;

9. Pest Control: Conduct inspections as needed 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 one 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 the handling of medications and food are designed to eliminate the occurrence of pests in the facility;
10. Consumer Satisfaction: The Contractor must encourage guests to complete Arlington County approved Consumer Satisfaction Survey in [English](#) or [Spanish](#) at least quarterly and receive satisfactory ratings.
11. Incident Reporting: An incident is any event that occurs outside of normal operations that can precipitate a crisis. It is important that at all times staff of both emergency shelters maintain a close relationship with law enforcement. An incident can be categorized as unusual or critical, as detailed below, and should follow proper reporting/notification processes.

Unusual incident: Incident that disrupts routine provider operations and deviates from regular operations procedures.

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 guest or staff.

Unusual Incidents:

Consensual Sex between adults
Emergency Services contact
Indirect Threat
Physical Abuse
Self-injuring behavior
Incidents involving registered sex offenders

Critical Incidents:

Death
Direct Threat
Fire
Gas Leak
Homicide
Infectious diseases (e.g., highly contagious)

conditions such as scabies but not the common cold)
Injury/Illness requiring medical attention or
hospitalization
Law enforcement contacted
Natural Disaster Event
Pest Infestation
Sexual Abuse

Ensure that in the event of an unusual incident, the reporting staff member should immediately notify their direct supervisor and Shelter Director. The Shelter Director has the responsibility to make any additional appropriate notifications according to the organization's internal policy and Arlington County staff notifications, as appropriate.

Ensure that in the event of a critical incident, the reporting staff member immediately notifies their direct supervisor and Shelter Director. A designated emergency shelter staff member is required to provide a written summary within 24 hours of the critical incident to the Arlington County Housing Assistance Bureau Chief, the DHS Liaison to the Arlington County Manager, the CoC Services Coordinator, and the shelter's Project Officer assigned by DHS. The designated staff member is also required to provide a detailed written report of the incident to the same County staff within ten (10) business days from the date of the incident.

12. Ensure access to telephone interpretation services: Provide 24-hour access to telephone interpretation services for languages other than English every day of the year. The Contractor must accommodate the special communication needs of all clients, including those who communicate using American Sign Language (ASL). Within one month of execution of the Agreement, and annually thereafter, the Contractor shall provide proof of its written Limited English Proficiency (LEP) implementation plan as outlined in [Centralized Access System](#).
13. Day Program: Contractors must provide a Day Program at the RPC shelters. The objective of the Day Program is to provide guests with a wide range of wrap-around services. The Day Program should assist guests in addressing their personal barriers to self-sufficiency with the support of staff and volunteers. The hours of operation for the Day Program shall be flexible to meet the needs of the shelter guests and includes day and evening programs seven days per week. At a minimum, the Day Program must provide 20-25 hours per week of programming that assists shelter guests in residential living, self-sufficiency and personal growth. Those programs will include such things as:

- a) Life skills
- b) Managing behavioral healthcare issues
- c) Tenant rights/responsibilities
- d) Health, wellness
- e) Communication and social skills
- f) Employability.

14. The programming will be developed collaboratively by the Contractor and DHS staff. It will be implemented by the Contractor, community partners, and/or volunteers. DHS will provide oversight to ensure needs of clients are being met. The services provided by the Contractor shall include:

- a) Obtaining gently used clean clothes
- b) Referrals to mental health or substance abuse treatments
- c) Referrals for medical, eye or dental care
- d) Assistance with eviction prevention or housing
- e) Assistance with applying for general relief
- f) Obtaining ID documentation.

Refer to section IV. 11., Performance Expectations and Reporting Requirements for Both HSC and RPC, Table B, below, for the Day Program requirements.

G. Coordinate Services with co-located Substance Abuse and Detoxification and Early Recovery Program:

Located within in the RPC is the County's Detoxification and Early Recovery Program for individuals who have recently engaged in recovery services for substance use. The Substance Abuse and Detoxification/Early Recovery program will be operated by a different Contractor; however, the RPC Contractor is expected to coordinate services with the program operator in case shelter guests are referred to the program.

H. Jail Diversion Pilot Program:

Six (6) of the 44 beds in the RPC shall be utilized for a Jail Diversion Pilot Program designed to meet the needs of homeless guests who have been identified as consistently cycling through the Arlington County jail system for minor offenses. The Jail Diversion Pilot Program provides additional services along with case management services. DHS' Behavioral Health Division (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 RPC offeror shall be responsible for the coordination of services with BHD staff for the Jail Diversion Pilot Program.

- I. Hypothermia Overflow Operations at the RPC:
The RPC Contractor shall be responsible for accepting the overflow of up to 15 hypothermia guests from the HSC shelter. The hypothermia overflow guests 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 guests that exceed capacity without expressed written consent from DHS. Review the link of the Guidelines for [Hypothermia Shelter Guideline](#) at RPC.

- J. Meal Program
The RPC emergency shelter does not have an on-site kitchen facility. Meal preparation is not permitted at the facility. A food contract through the County is in place that delivers breakfast, lunch, and a hot dinner to the RPC shelter. The Contractor must designate a staff member who will obtain a ServSafe certificate to ensure proper food handling.

4. STAFFING REQUIREMENTS

The Contractor shall employ staff that is diverse 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. Contractors shall ensure their supervisory staff has the adequate skills and knowledge regarding supervision practices, performance evaluation, and progressive disciplinary processes. Staff must have training and/or work experience in homeless shelters or related human services programs.

A. Shelter Director or Other Assigned Senior Staff Responsibilities:

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 compliance with County HMIS Governance and policies and procedures, including prompt and accurate entry of all required data;
3. Ensuring prompt and accurate reporting of data and information as requested by Arlington County;
4. Deploying service strategies emerging as best practices in the field, including low-barrier with high expectation models and efforts for shelter guest engagement such as Motivational Interviewing;
5. Overseeing the day-to-day operation of the emergency shelter and any associated programs;
6. Ensuring that the emergency shelter provides safe, secure temporary housing;

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 the core purpose and to all tasks to be accomplished;
9. Ensuring the shelter is appropriately staffed 24 hours each day with bilingual (English-Spanish speaking) staff;
10. Ensuring shelter guest have access to telephone interpretation services 24 hours every day of the year. The Contractor must accommodate the special communication needs of all clients including those who communicate using American Sign Language (ASL);
11. Ensuring the emergency shelter develops and maintains effective relationships with community partners, including other service providers, funders, and neighbors;
12. 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 Chief, the Homeless Services Coordinator, and the Project Officer before appointing a qualified staff person to serve in an acting capacity until the position is filled.

B. Direct Service Staff: Ensure front line staff is qualified for assigned positions. Case Managers must have at least a 4-year degree, preferably in the Human Services field. Staff should have some experience in working with the homeless population.

C. Personnel Policies:

1. Ensure written personnel policies and procedures are in place and address: benefits, classification, compensation, discipline (standards of conduct), employee performance evaluation, equal employment opportunity, grievance process, hours of work, leave, outside employment, recruitment and selection, transfer and promotion, termination and layoff, and travel and on-the-job expenses. Assess, develop and execute best personnel practices to embed and infuse equity, diversity and inclusion into the fabric and culture of the workplace that support and promote institutional diversity.
2. Have 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.

3. Provide adequate flexibility in job descriptions to ensure availability of staff to accompany shelter guests to off-site appointments and other community-based activities as necessary to accomplish action steps defined in Individual Housing Plans.

D. Staff Training:

1. Provide staff/subcontractor training that includes, but is not limited to Best Practices, Unified Shelter SOPs, Cardio Pulmonary Resuscitation, and Emergency First Aid, security protocols, unusual/emergency incident protocols, compliance and 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, etc. Additionally, ensure staff attend any County-sponsored trainings regarding racial equity, diversity or inclusion.
2. Provide the County Project Officer documentation of staff training in the mentioned areas on a quarterly basis.
3. Train all outreach workers, staff, and volunteers with at least one three-hour training course regarding hypothermia services prior to November 1st of each year. The Contractor shall also train all new outreach workers and representatives working during the hypothermia season with additional training sessions as needed.
4. Have procedures in place for documenting work-related education and training and Fair Labor Standards information for each position.
5. Ensure that all shelter staff have adequate skills and knowledge regarding:
 - a) [Arlington County CoC Client Bill of Rights](#); guest and record confidentiality; admission criteria; intake procedures; Arlington County's Continuum of Care;
 - b) Available treatment options and modalities and definition of elements of same;
 - c) Crisis and conflict prevention; cultural competency; documentation of service provision in the guest's file;
 - d) [Use of Homeless Management Information Systems](#) (HMIS);
 - e) Information on external resources and referral of shelter guests to those resources;
 - f) Policies on discharge 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 under terms of the approved services contract.

5. COUNTY-PROVIDED RESOURCES AND SERVICES

The County will provide the following additional resources and services for the successful operation of the RPC shelter:

- A. Pay for utilities (electricity and water), maintenance of life safety system, and automatically operated elevator service
- B. Provide washers and dryers; however, each Contractor will be responsible for the maintenance of these appliances
- C. Initial furnishing, equipping the shelter/s with a requisite number of beds, and a requisite number of mats during hypothermia season (November 1 up to March 31). The Contractor shall replace furniture, mattresses and other items (such as linens, blankets and pillows, kitchen items) as needed.
- D. One annual exterior window cleaning and keep window casement and wood trim in good condition
- E. HVAC maintenance
- F. 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 guests
- G. Replace glass and screens from normal wear and tear. The Contractor shall be responsible for damage caused by the Contractor or its agents, servants, employees, visitors, and guests.
- H. Maintain roof, gutters and leaders, painting, site lighting (attached and detached), concrete walkways, entrance and exit doors, County-provided mechanical equipment and their enclosures
- I. Refuse collection
- J. Pest control
- K. Landscaping
- L. 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
- M. Provide (and maintain) internal and external security cameras with monitors
- N. Provide intake and initial assessment and referrals of clients to the shelter through the [Centralized Access System](#) (CAS)
- O. Monitor invoices and reports submitted by the Contractor
- P. Provide technical assistance and support in the implementation of shelter operation and management of programs
- Q. Conduct regular site visits to ensure compliance with contract requirements. A monitoring site visit will be completed within the first 12 month of 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
- R. Conduct periodic monitoring of guest satisfaction through direct contact with guests or through surveys
- S. Snow and ice removal of the parking lot but not from its walkaways.

6. **BUILDING MAINTENANCE**

The shelter is a County-owned facility designed to provide emergency overnight 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 in regard to 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, non-structural or otherwise) 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 Arlington 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. 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 Contractor shall comply with the [Shelter Cleaning Guide](#);
 - b. 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. Procedures for Requesting Maintenance Services:
 - 1. The County generally anticipates 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 guest confidentiality rules. The Contractor's staff will maintain a log of all contractors who performed routine work on the facility, to include date, time, and work performed.

2. To avoid unauthorized work or duplicate applications for service or project work, DES shall only accept requests from designated DHS and shelter staff. The Contractor will provide DES with names of designated staff who are authorized to submit work requests.
3. For routine corrective maintenance requests, the Contractor shall send a request via email to DES at Fmhotline@arlingtonva.us with a copy to the County Project Officer and Facility Management staff. 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.
4. Maintenance will generally be performed on-site. DES will advise the Contractor if equipment needs to be removed from the site for repair.
5. DES will schedule maintenance repair work based on priorities used in other County buildings. Those priorities are as follows, but are subject to change:

Priority 1 Fire, safety, security, health, code requirement, regulatory.

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.

Priority 3 Finishes: Failures to treatment of interior walls, ceilings or floors (carpeting not included.)

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 carry a radio and/or a pager at all times. The number of the duty maintenance mechanic's beeper is 703-316-6300.
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 the immediate assistance of the maintenance supervisor and his staff would be required. Arlington County may revise this list from time-to-time at its sole discretion.

Building Fire: ANY EMERGENCY CAUSED BY FIRE - CALL 911 FIRST.

Natural Gas Leak: First call 911, then the utility company, DES, and finally report the incident to the County Project Officer.

Flooding: Whenever a water leak occurs in the facility or natural rain water infiltrates into the building causing damage or endangerment to life or to property, call DES.

Elevator: Any time an elevator has malfunctioned while people are on board, call 911 first, then call the elevator service company; then call DES.

Loss of Electricity: If not area wide, call DES, contact the Duty Engineer through the maintenance Hotline or emergency pager; then call the utility company.

Code Violations: Fire and Health Code violations have a priority 1 regarding scheduling for repairs as listed above. When code violations are received, the Contractor will immediately submit make a work request and send a copy of the violation to DES staff responsible for the shelter and DHS Project Officer. DES will schedule 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 Arlington County's prior written approval, which may be withheld at Arlington County's sole 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; or
3. remove any item that is affixed to the interior or exterior of the facility.

F. Substantial Renovations and Capital Improvements:

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

7. PERFORMANCE EXPECTATIONS AND REPORTING REQUIREMENTS

- A. All matters related to the daily operations of the shelter must first be addressed with the County Project Officer prior to any other County staff.
- B. The Contractor shall be responsible for submitting all required reports to the County Project Officer monitoring this contract. Prior to release of any funds after the initial draw, the Contractor shall satisfy certain expectations regarding the efficacy of its shelter operations and maintain data according to [HMIS SOP/Protocols](#) and submit data on a quarterly basis.
- C. Tables Detailing Program Expectations and Reporting Periods for the RPC are listed in Table A and Table B. The Contractor must submit the information requested in Table A and Table B to the County Project Officer within the timeline specified. Failure to provide the requested information accurately and on-time may impact funding for future draws

TABLE A: GENERAL SHELTER INFORMATION FOR RPC ON A QUARTERLY AND/OR ANNUAL BASIS

INDICATOR #	FREQUENCY	INDICATOR DESCRIPTION FOR EMERGENCY SHELTER MANAGEMENT
1.	Quarterly Reporting	HMIS Indicator: Number of beds utilized recorded on the last day of each quarter equal to or less than the CoC standard of 75%. The Contractor shall be evaluated on whether and how much the number of beds utilized decreases.
2.	Quarterly Reporting	HMIS Indicator: Report on a quarterly basis the percent of individuals who received any cash income benefits equal to or less than the CoC standard 70% (e.g., Social Security, Supplemental Security Income, Social Security Disability Insurance, etc.)
3.	Quarterly Reporting	HMIS Indicator: Report on a quarterly basis the percent of individuals who received any non-cash benefits equal to or less than 45% (e.g., SNAP, etc.)
4.	Quarterly Reporting	HMIS Indicator - Length of Participation: Number of individuals who remained in the

		shelter (stayers): less than 30 days; between 31-60 days; between 61-90 days; 91-180 days; and greater than 181 days.
5.	Quarterly Reporting	Case Management Services; successes and challenges.
6.	Quarterly Reporting	HMIS Indicator: Number of individuals served during the quarter.
7.	Quarterly Reporting	HMIS Indicator: Number of individuals exiting the Emergency Shelter Program during the fiscal year that moved to permanent housing equal to or greater than the CoC standard 30%.
8.	Quarterly Reporting	HMIS Indicator: Number of individuals exiting the Emergency Shelter Program during the fiscal year that moved to a temporary destination (e.g., street, other shelter, hotel/motel) equal to or less than the CoC standard 15%.
9.	Quarterly Reporting	Number, type, and total participants for each workshop offered to shelter guests on a quarterly basis.
10.	Quarterly Reporting	Demonstrate that a proportional amount of match funds has been committed or expended.
11.	Quarterly Reporting	Percentage of customer satisfaction surveys completed with a score of 85% and above. <i>Criteria and Forms will be provided to vendor at award of contract.</i>
12.	Annual Reporting	Annual site inspection rating of 75% or higher by all relevant Arlington County authorities including, but not limited to, the Department of Environmental Services, DHS, etc.). <i>Criteria and Forms will be provided to vendor at award of contract.</i>

TABLE B: DAY PROGRAM REQUIREMENTS

PROGRAM INDICATOR #	FREQUENCY	DAY PROGRAM INDICATOR DESCRIPTION
1.	Quarterly Reporting	HMIS Indicator: Number of individuals served by the Day Program.
2.	Quarterly Reporting	HMIS Indicator: Total number of individuals who are not residing in the emergency shelter but are enrolled in day programming.
3.	Quarterly Reporting	Number, type, and total participants for each workshop offered to shelter guests on a quarterly basis.
4.	Quarterly Reporting	Explain with detail the successes and challenges of the Day Program.

8. BUDGET, FINANCE, ACCOUNTING

- A. Budget
 - 1. The Contractor must submit a budget proposal before the start of each contract term. The budget will be determined by the County each contract term and will become part of the contract. Any budget changes considered during the contract year must be approved by the County Project Officer.
 - 2. The Contractor may not transfer any funds between budget line items without prior written approval from the County Project Officer. Any transfer greater than ten percent (10%) between budget line items will require an amendment to the contract.
- B. Accounting
 - 1. The Contractor must use generally accepted accounting principles to document and report all expenditures, revenues and contributions.
 - 2. The Contractor must provide written notification to the County of existing or proposed subcontracts for services that total \$5,000 for the fiscal year, whether to one subcontractor or in aggregate to multiple subcontractors for the same service. The County must approve any such subcontracts.

9. MATCH REQUIREMENT

The Contractor must match the funding it receives from the County according to the following requirements.

- A. 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 is used to demonstrate match, a minimum of 35% must be cash. A 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.
- B. The Contractor must provide a 25% match for every \$500,000 or less in funding received. For funding in excess of \$500,000, the required match rate drops to 10%. For example, to match an award of \$1 million the Contractor would be required to demonstrate a match of \$175,000 in cash and in-kind resources.
- C. Examples of funds that are eligible for 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.

- D. Match funding reported for this contract cannot be used/reported for other match purposes.
- E. If the Contractor uses non-restricted net assets or retained earnings as sources of match funds, the Contractor must provide documentation that these funds are available. Examples of acceptable documentation are financial records (i.e. 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.
- F. The match “window”, or period within which the match must be expended or raised, follows the contract term period. Funds raised before this time period can be counted toward the match as long as they will be expended during the contract term period.

EXHIBIT B

CONTRACT PRICING

60-DAY TRANSITION BUDGET

LINE ITEMS	Transition	
Personnel Expenses		
Executive Director	\$ 4,088.16	8 hours/week
CPO	\$ 3,386.88	8 hours/week
CFAO	\$ 3,404.88	8 hours/week
Director of Development	\$ 1,854.00	5 hours/week
Case Managers (3)	\$ 1,269.00	2 team meetings
Coordinator of Residential Services (Trainer)	\$ 990.40	40 hours training
Case Management	\$ 1,057.50	1 hour per case transfer
New Coordinator of Residential Services	\$ 961.60	40 hours Training
Residential Services Specialists	\$ 6,000.00	Training for 10 new staff - 40 hours each
Director of Operations	\$ 969.12	4 hours/week
Operations Assistant	\$ 778.68	4 hours/week
Shelter Services Specialist/Coordinator of RS	\$ 516.86	HMIS Training
Data Quality Coordinator	\$ 232.29	1 hour/ week
Program Administrator	\$ 1,512.72	8 hours/week
Volunteer Coordinator	\$ 363.42	Community Outreach
Benefits	\$ 6,846.38	25%
Payroll Taxes	\$ 1,916.99	7%
Total Personnel Cost	\$ 36,148.87	
Operating Expenses		
Supplies	\$ 1,500.00	Office Supplies
Advertising	\$ 1,000.00	Position Ads
Equipment/Maintenance	\$ 750.00	Leaf Blower, Vacuum Cleaner
Total Operating Cost	\$ 3,250.00	
Administrative Cost		
Administration / Direct Expenses	\$ 1,969.94	5%
Total Administrative Costs	\$ 1,969.94	
TOTAL BUDGET	\$ 41,368.82	

CONTRACT PRICING
POST 60-DAY TRANSITION BUDGET

Budget Summary for:	Residential Program Center
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Contractor Contact	
Address:	New Hope Housing, Inc 8407 Richmond Highway, Ste. E, Alexandria, VA 22309
Applicant Contact Name:	Pamela Michell
Title:	Executive Director
Phone Number:	703-799-2293 x 29
Email:	pmichell@newhopehousing.org
Contractor Financial Contact	
Contact Name:	Shawn Valentine
Title:	Chief Financial and Administrative Officer
Phone Number:	703-799-2293 x 18
Email:	svalentine@newhopehousing.org

	Program Costs
Salary	\$647,112
Fringe	\$74,418
Total Personnel Costs	\$721,530
Total Non-Personnel Costs	\$72,600
Total Cost	\$794,130
Indirect Rate	8.00%
Indirect Cost	\$63,530
GRAND TOTAL	\$857,661
Total Match	\$452,734

Personnel Cost Detail

Reimbursable			
PERSONNEL COSTS	Annualized Salary	Program	
		Percent	Amount
Salaries			
Executive Director	118,102	20%	23,620
Chief Program Officer	97,843	20%	19,569
Shelter Director	60,000	100%	60,000
Case Manager	44,990	100%	44,990
Case Manager	44,990	100%	44,990
Case Manager	44,990	100%	44,990
Residential Services Specialists (1)	31,200	100%	31,200
Coordinator of Residential Services	51,500	100%	51,500
Shelter Services Specialist	39,354	100%	39,354
Shelter Facilities Assistant	47,997	60%	28,798
Residential Services Specialists (2)	31,200	100%	31,200
Residential Services Specialist	31,200	40%	12,480
Data Quality Coordinator	53,685	25%	13,421
Volunteer Coordinator	45,000	100%	45,000
Residential Services Specialists (3)	31,200	100%	31,200
Residential Services Specialists (4)	31,200	100%	31,200
Residential Services Specialists (5)	31,200	100%	31,200
Residential Services Specialists (6)	31,200	100%	31,200
Residential Services Specialists (7)	31,200	100%	31,200
(Enter description here)			0
	898,051		647,112

Fringe Benefit Rate (Input Two Decimals Only)	11.50%
Fringe Benefits Cost (Automatically Calculated)	74,418

Total FTEs Budgeted	15.65
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Total Personnel Costs	721,530
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Non-Personnel Cost Detail Worksheet

NON-PERSONNEL COSTS	Program
Housekeeping Supplies	1,500
Computers and Printers	1,000
Staff Training	2,500
Staff Travel and Transportation	2,000
Insurance	4,000
Office Supplies	2,900
Postage	500
Printing and Copying	2,500
Building Maintenance/Housekeeping	45,000
Program Supplies and Services	2,200
Day Program Materials	2,500
Emergency Client Needs	3,000
Equipment Maintenance	3,000
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
Total Non-Personnel Costs	72,600

Indirect Rate 8.00%

Indirect Cost 63,530

Match Requirement

Match Source	In-Kind	Cash
Federal Grant Susan's Place		217,615
Federal Grant Just Homes		56,603
Client Move-In Kits	15,000	
Volunteer Hours	38,516	
Clothing Closet	20,000	
Non-Clothing Items - toiletries, etc.	5,000	
Housing Trust Fund Grant		100,000
Total	78,516	374,218
Total Match		452,734

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between **New Hope Housing, Inc.**, (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) Jan Longman,
DHS Privacy Officer
2100 Washington Boulevard, 3rd Floor
Arlington, Virginia 22204

(2) Stephen Maclsaac
County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) County Project Officer
Mary Frances Kenion
2100 Washington Boulevard – 1st Floor
Arlington, Virginia 22204

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

New Hope Housing, Inc.
Attn: Pamela Michell
8407 E Richmond
Highway Alexandria,
Virginia 22309

- 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)
 Name: Jan Longman
 Title: DHS Privacy Officer
 Date: 12/3/2019

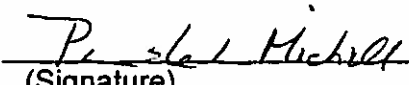
By: 
 (Signature)
 Name: Pamela L. Michell
 Title: Executive Director
 Date: 12/3/2019

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of **New Hope Housing, Inc.** (“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. **19-071-2-RFP-LW** (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 as appropriate; 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 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.

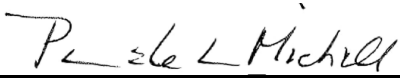
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all 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 *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and 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 *Non-Disclosure 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: Pamela L. Michell, Executive Director

Date: 12/3.2019

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, 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.19-071-2-RFP (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 as appropriate; and is otherwise protected from retrieval or access by

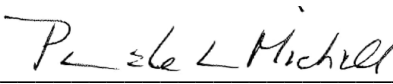
unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's 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 or running the latest version of an industry-standard virus protection program. I will also ensure that my 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 *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and 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: Pamela L. Michell

Date: 12/3/2019

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT F

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY MUST NOT BE LOWER THAN

\$15.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO

MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$15.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT H

**INFORMATION TO BE PROVIDED TO ARLINGTON COUNTY DHS
WITH EACH FUNDING DRAW REQUEST**

DRAW INDICATOR #	INDICATOR DESCRIPTION
1.	HMIS Indicator: Number of beds utilized as recorded on the last day of each quarter equal to or less than the CoC standard of 75%.
2.	HMIS Indicator - Length of Participation: Number of individuals who remained in the shelter (stayers): less than 30 days; between 31-60 days; between 61-90 days; 91-180 days; and greater than 181 days.
3.	Documentation that Contractor's proportional amount of match funds has been committed or expended.
4.	Confirmation that all required reports, listed in Tables A and B of the SOW, have been submitted on time, including the "By-Names" list that identifies those individuals who are "chronically homeless" and list of homeless veterans, the Emergency Shelter Metrics, Annual Performance Report, and other reports as required.
5.	Itemized list of expenses for which a reimbursement is sought.

EXHIBIT I

DISBURSEMENT SCHEDULE

- A. The County will divide the contract amount into the following draw schedule, provided the Contractor has met performance milestones and all reporting and invoicing requirements.

Payments will be triggered when the County Project Officer determines that the Contractor has reached the following expenditure amounts, outcomes and reporting requirements.

1. **Draw 1:** 35 percent of the contract amount will be disbursed for the Contractor's start-up operation costs upon execution of the contract and at the start of each new term of the Agreement.
2. **Draw 2:** 30 percent of the contract amount will be disbursed when the Contractor has expended 25 percent of its total contract award.
3. **Draw 3:** 25 percent of the contract amount will be disbursed when the Contractor has expended 60 percent of its total contract award.
4. **Final Draw:** The final 10% of the contract amount will be disbursed when the Contractor has expended 100 percent of its total contract award and has completed the final report and all obligations regarding evaluations.

The Contractor must submit with its invoices evidence of expended or committed proportional match funds, including documentation.

- B. If the Contractor has not met the contracted requirements but the County Project Officer accepts the Contractor's documented reasons for not doing so, the Contractor may submit a draw request as follows.

With exception of Draw 1, if the Contractor is not within a ten percent variance of each prescribed indicator at the time of the draw request, the Contractor must submit a detailed written explanation of why it has not reached the indicator/s and a detailed plan for how it will make improvements to meet performance indicators. The County Project Officer may approve release of the requested draw or release half of the scheduled at his or her discretion. If half of a requested draw is released, the remaining half of the draw will be released with the next scheduled draw if all variances are within allowable limits or if the Project Officer grants an exception.

EXHIBIT J

TRANSITION PLAN

The Contractor is responsible for the transition of the existing contract to be completed without interruption of services and a seamless as possible transition of the services.

Immediately upon notice of the contract award, the Contractor will proceed with:

- a) Establishing clear line of communication between the Contractor, the County, CAS, the current operator, and the operator of Detox
- b) Hiring and orientation of all personnel needed to begin program operation
- c) Completion of all required manuals and documents as outlined in the proposal;
and
- d) Initiation of community outreach activities.

Establishing Points of Contact

The Contractor will be responsible for identifying points of contact with the previous contractor and the County to establish working relationships. Contacts will be necessary for transitioning personnel, learning about site operations, inspecting facility conditions, understanding existing resident service structures and procedures, and preparing to assume operational responsibility without disrupting the current operator's services to residents. The Contractor's personnel who will work most closely with the County and the previous contractor in all planning/transition phases is the Chief Program Officer (CPO), with involvement of the Executive Director and Chief Financial and Administrative Officer (CFAO) and as needed the Director of Residential Services. The CPO will be responsible for development of program operations manuals, staff recruitment, hiring, and orientation. The Director of Development and Senior Volunteer/Community Outreach Coordinator will begin planning and implementation of community outreach and fundraising.

Preparation of Required Manuals, Procedural Guidelines, and Other Materials

The Contractor's CPO will modify its existing Guide Information Guide, Case Management Manual, Resident Services Specialist Manual, Emergency Procedures and other documents as needed to be in compliance with the reporting requirements (Table A and Table B in the Scope of Work). The documents will be developed in consultation with the County Project Officer and will be utilized in the training of the Contractor's staff in preparation for the transfer of shelter operations.

Case Transfer

The Contractor will meet with the previous contractor's RPC Case Managers to transfer current files. There will be a 1-hour review of each file along with an opportunity for the Contractor's Case Manager to be introduced to the guest.

Initiating Community Outreach

The Contractor will initiate working relationships with the neighboring community, community organizations, the faith community, and businesses and individuals who will

provide volunteer service, in-kind contributions and financial support to the shelter program. The Contractor will initiate community outreach activities that will include meeting with residential groups, businesses in the area, and representatives of community service organizations and faith communities and making linkages to other non-profit human service organizations that will provide services to RPC residents, along with other similar outreach activities that will help to build a network of community support and collaboration for the shelter program. The Community outreach work over time will be the responsibility of the Shelter Director and the RPC Volunteer Coordinator. Initial efforts to begin this work, however, will be primarily the responsibility of the Executive Director, the Director of Development and the agency's Manager of Volunteer Programs. A systematic process of contacting and introducing the Contractor to these supporters will begin during the 60-day transition period. In addition, the Contractor will utilize its existing organizational and community contacts in Arlington.

- D. Match funding reported for this contract cannot be used/reported for other match purposes.
- E. If the Contractor uses non-restricted net assets or retained earnings as sources of match funds, the Contractor must provide documentation that these funds are available. Examples of acceptable documentation are financial records (i.e. 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.
- F. The match “window”, or period within which the match must be expended or raised, follows the contract term period. Funds raised before this time period can be counted toward the match as long as they will be expended during the contract term period.

EXHIBIT B

CONTRACT PRICING

60-DAY TRANSITION BUDGET

LINE ITEMS	Transition	
Personnel Expenses		
Executive Director	\$ 4,088.16	8 hours/week
CPO	\$ 3,386.88	8 hours/week
CFAO	\$ 3,404.88	8 hours/week
Director of Development	\$ 1,854.00	5 hours/week
Case Managers (3)	\$ 1,269.00	2 team meetings
Coordinator of Residential Services (Trainer)	\$ 990.40	40 hours training
Case Management	\$ 1,057.50	1 hour per case transfer
New Coordinator of Residential Services	\$ 961.60	40 hours Training
Residential Services Specialists	\$ 6,000.00	Training for 10 new staff - 40 hours each
Director of Operations	\$ 969.12	4 hours/week
Operations Assistant	\$ 778.68	4 hours/week
Shelter Services Specialist/Coordinator of RS	\$ 516.86	HMIS Training
Data Quality Coordinator	\$ 232.29	1 hour/ week
Program Administrator	\$ 1,512.72	8 hours/week
Volunteer Coordinator	\$ 363.42	Community Outreach
Benefits	\$ 6,846.38	25%
Payroll Taxes	\$ 1,916.99	7%
Total Personnel Cost	\$ 36,148.87	
Operating Expenses		
Supplies	\$ 1,500.00	Office Supplies
Advertising	\$ 1,000.00	Position Ads
Equipment/Maintenance	\$ 750.00	Leaf Blower, Vacuum Cleaner
Total Operating Cost	\$ 3,250.00	
Administrative Cost		
Administration / Direct Expenses	\$ 1,969.94	5%
Total Administrative Costs	\$ 1,969.94	
TOTAL BUDGET	\$ 41,368.82	

CONTRACT PRICING
POST 60-DAY TRANSITION BUDGET

Budget Summary for:	Residential Program Center
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Contractor Contact	
Address:	New Hope Housing, Inc
	8407 Richmond Highway, Ste. E, Alexandria, VA 22309
Applicant Contact Name:	Pamela Michell
Title:	Executive Director
Phone Number:	703-799-2293 x 29
Email:	pmichell@newhopehousing.org
Contractor Financial Contact	
Contact Name:	Shawn Valentine
Title:	Chief Financial and Administrative Officer
Phone Number:	703-799-2293 x 18
Email:	svalentine@newhopehousing.org

Program Costs	
Salary	\$647,112
Fringe	\$74,418
Total Personnel Costs	\$721,530
Total Non-Personnel Costs	\$72,600
Total Cost	\$794,130
Indirect Rate	8.00%
Indirect Cost	\$63,530
GRAND TOTAL	\$857,661
Total Match	\$452,734

Personnel Cost Detail

Reimbursable			
PERSONNEL COSTS	Annualized Salary	Program	
		Percent	Amount
Salaries			
Executive Director	118,102	20%	23,620
Chief Program Officer	97,843	20%	19,569
Shelter Director	60,000	100%	60,000
Case Manager	44,990	100%	44,990
Case Manager	44,990	100%	44,990
Case Manager	44,990	100%	44,990
Residential Services Specialists (1)	31,200	100%	31,200
Coordinator of Residential Services	51,500	100%	51,500
Shelter Services Specialist	39,354	100%	39,354
Shelter Facilities Assistant	47,997	60%	28,798
Residential Services Specialists (2)	31,200	100%	31,200
Residential Services Specialist	31,200	40%	12,480
Data Quality Coordinator	53,685	25%	13,421
Volunteer Coordinator	45,000	100%	45,000
Residential Services Specialists (3)	31,200	100%	31,200
Residential Services Specialists (4)	31,200	100%	31,200
Residential Services Specialists (5)	31,200	100%	31,200
Residential Services Specialists (6)	31,200	100%	31,200
Residential Services Specialists (7)	31,200	100%	31,200
(Enter description here)			0
	898,051		647,112

Fringe Benefit Rate (Input Two Decimals Only)	11.50%
Fringe Benefits Cost (Automatically Calculated)	74,418

Total FTEs Budgeted	15.65
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Total Personnel Costs	721,530
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Non-Personnel Cost Detail Worksheet

NON-PERSONNEL COSTS	Program
Housekeeping Supplies	1,500
Computers and Printers	1,000
Staff Training	2,500
Staff Travel and Transportation	2,000
Insurance	4,000
Office Supplies	2,900
Postage	500
Printing and Copying	2,500
Building Maintenance/Housekeeping	45,000
Program Supplies and Services	2,200
Day Program Materials	2,500
Emergency Client Needs	3,000
Equipment Maintenance	3,000
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
(Enter description here)	
Total Non-Personnel Costs	72,600

Indirect Rate 8.00%

Indirect Cost 63,530

Match Requirement

Match Source	In-Kind	Cash
Federal Grant Susan's Place		217,615
Federal Grant Just Homes		56,603
Client Move-In Kits	15,000	
Volunteer Hours	38,516	
Clothing Closet	20,000	
Non-Clothing Items - toiletries, etc.	5,000	
Housing Trust Fund Grant		100,000
Total	78,516	374,218
Total Match		452,734

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between **New Hope Housing, Inc.**, (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) Jan Longman,
DHS Privacy Officer
2100 Washington Boulevard, 3rd Floor
Arlington, Virginia 22204

(2) Stephen Maclsaac
County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) County Project Officer
Mary Frances Kenion
2100 Washington Boulevard – 1st Floor
Arlington, Virginia 22204

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

New Hope Housing, Inc.
Attn: Pamela Mitchell
8407 E Richmond Highway
Alexandria, Virginia 22309

- 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)
 Name: Jan Longman
 Title: DHS Privacy Officer
 Date: 12/3/2019

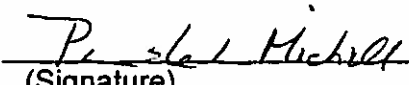
By: 
 (Signature)
 Name: Pamela L. Michell
 Title: Executive Director
 Date: 12/3/2019

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of **New Hope Housing, Inc.** (“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. **19-071-2-RFP-LW** (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 as appropriate; 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 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.

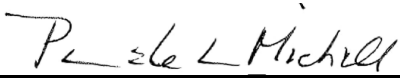
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all 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 *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and 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 *Non-Disclosure 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: Pamela L. Michell, Executive Director

Date: 12/3.2019

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, 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.19-071-2-RFP (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 as appropriate; and is otherwise protected from retrieval or access by

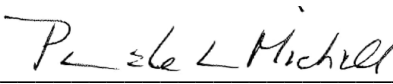
unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's 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 or running the latest version of an industry-standard virus protection program. I will also ensure that my 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 *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and 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: Pamela L. Michell

Date: 12/3/2019

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT F

LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY MUST NOT BE LOWER THAN

\$15.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

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

AVISO de SALARIO

MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$15.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT G

LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: **livingwage@arlingtonva.us**

Quarter:

Year:

Company Name:

Contract Number:

Contract Name:

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date

EXHIBIT H

**INFORMATION TO BE PROVIDED TO ARLINGTON COUNTY DHS
WITH EACH FUNDING DRAW REQUEST**

DRAW INDICATOR #	INDICATOR DESCRIPTION
1.	HMIS Indicator: Number of beds utilized as recorded on the last day of each quarter equal to or less than the CoC standard of 75%.
2.	HMIS Indicator - Length of Participation: Number of individuals who remained in the shelter (stayers): less than 30 days; between 31-60 days; between 61-90 days; 91-180 days; and greater than 181 days.
3.	Documentation that Contractor's proportional amount of match funds has been committed or expended.
4.	Confirmation that all required reports, listed in Tables A and B of the SOW, have been submitted on time, including the "By-Names" list that identifies those individuals who are "chronically homeless" and list of homeless veterans, the Emergency Shelter Metrics, Annual Performance Report, and other reports as required.
5.	Itemized list of expenses for which a reimbursement is sought.

EXHIBIT I

DISBURSEMENT SCHEDULE

- A. The County will divide the contract amount into the following draw schedule, provided the Contractor has met performance milestones and all reporting and invoicing requirements.

Payments will be triggered when the County Project Officer determines that the Contractor has reached the following expenditure amounts, outcomes and reporting requirements.

1. **Draw 1:** 35 percent of the contract amount will be disbursed for the Contractor's start-up operation costs upon execution of the contract and at the start of each new term of the Agreement.
2. **Draw 2:** 30 percent of the contract amount will be disbursed when the Contractor has expended 25 percent of its total contract award.
3. **Draw 3:** 25 percent of the contract amount will be disbursed when the Contractor has expended 60 percent of its total contract award.
4. **Final Draw:** The final 10% of the contract amount will be disbursed when the Contractor has expended 100 percent of its total contract award and has completed the final report and all obligations regarding evaluations.

The Contractor must submit with its invoices evidence of expended or committed proportional match funds, including documentation.

- B. If the Contractor has not met the contracted requirements but the County Project Officer accepts the Contractor's documented reasons for not doing so, the Contractor may submit a draw request as follows.

With exception of Draw 1, if the Contractor is not within a ten percent variance of each prescribed indicator at the time of the draw request, the Contractor must submit a detailed written explanation of why it has not reached the indicator/s and a detailed plan for how it will make improvements to meet performance indicators. The County Project Officer may approve release of the requested draw or release half of the scheduled at his or her discretion. If half of a requested draw is released, the remaining half of the draw will be released with the next scheduled draw if all variances are within allowable limits or if the Project Officer grants an exception.

EXHIBIT J

TRANSITION PLAN

The Contractor is responsible for the transition of the existing contract to be completed without interruption of services and a seamless as possible transition of the services.

Immediately upon notice of the contract award, the Contractor will proceed with:

- a) Establishing clear line of communication between the Contractor, the County, CAS, the current operator, and the operator of Detox
- b) Hiring and orientation of all personnel needed to begin program operation
- c) Completion of all required manuals and documents as outlined in the proposal;
and
- d) Initiation of community outreach activities.

Establishing Points of Contact

The Contractor will be responsible for identifying points of contact with the previous contractor and the County to establish working relationships. Contacts will be necessary for transitioning personnel, learning about site operations, inspecting facility conditions, understanding existing resident service structures and procedures, and preparing to assume operational responsibility without disrupting the current operator's services to residents. The Contractor's personnel who will work most closely with the County and the previous contractor in all planning/transition phases is the Chief Program Officer (CPO), with involvement of the Executive Director and Chief Financial and Administrative Officer (CFAO) and as needed the Director of Residential Services. The CPO will be responsible for development of program operations manuals, staff recruitment, hiring, and orientation. The Director of Development and Senior Volunteer/Community Outreach Coordinator will begin planning and implementation of community outreach and fundraising.

Preparation of Required Manuals, Procedural Guidelines, and Other Materials

The Contractor's CPO will modify its existing Guide Information Guide, Case Management Manual, Resident Services Specialist Manual, Emergency Procedures and other documents as needed to be in compliance with the reporting requirements (Table A and Table B in the Scope of Work). The documents will be developed in consultation with the County Project Officer and will be utilized in the training of the Contractor's staff in preparation for the transfer of shelter operations.

Case Transfer

The Contractor will meet with the previous contractor's RPC Case Managers to transfer current files. There will be a 1-hour review of each file along with an opportunity for the Contractor's Case Manager to be introduced to the guest.

Initiating Community Outreach

The Contractor will initiate working relationships with the neighboring community, community organizations, the faith community, and businesses and individuals who will

provide volunteer service, in-kind contributions and financial support to the shelter program. The Contractor will initiate community outreach activities that will include meeting with residential groups, businesses in the area, and representatives of community service organizations and faith communities and making linkages to other non-profit human service organizations that will provide services to RPC residents, along with other similar outreach activities that will help to build a network of community support and collaboration for the shelter program. The Community outreach work over time will be the responsibility of the Shelter Director and the RPC Volunteer Coordinator. Initial efforts to begin this work, however, will be primarily the responsibility of the Executive Director, the Director of Development and the agency's Manager of Volunteer Programs. A systematic process of contacting and introducing the Contractor to these supporters will begin during the 60-day transition period. In addition, the Contractor will utilize its existing organizational and community contacts in Arlington.