



**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 19-071-1-RFP-LW  
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on December 11, 2020 by the County and amends Agreement Number 19-071-1-RFP-LW (“Main Agreement”) dated December 5, 2019 between Arlington Street People’s Assistance Network, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement by hereby increasing the Contract Price by a one percent (1%) CPI-U increase as set forth in Section 6. Contract Price Adjustments, amending the Contract Terms and Conditions, adding additional work to the Scope of Services and revising Exhibit B as follows:

1. **REFERENCE 1. CONTRACT DOCUMENTS:** Contract Documents is hereby deleted in its entirety and replaced as follows:

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
Exhibit K	Quarterly Report Template
Exhibit L	Coronavirus Relief Fund Contract Provisions
<b>Exhibit M</b>	<b>Monthly Performance Report, Provider List, and Inspection List</b>

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. **REFERENCE 46. NOTICES:** Notices is hereby deleted in its entirety and replaced as follows:

**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:**

Betsy Frantz, President/CEO  
Arlington Street People's Assistance Network, Inc.  
P.O. Box 100731  
Arlington, Virginia 22210  
[BFrantz@A-SPAN.org](mailto:BFrantz@A-SPAN.org)

**TO THE COUNTY:**

Triina Van, Project Officer  
DHS-EID Housing Bureau  
2100 Washington Blvd. 3<sup>rd</sup> Floor  
Arlington, Virginia 22204

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

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

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

3. **INCORPORATION OF SEXUAL HARASSMENT POLICY:** Clause Number 52. Sexual Harassment Policy is hereby added to the Contract Terms and Conditions:

**52. SEXUAL HARASSMENT POLICY**

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

4. Replace Exhibit A, Scope of Services in its entirety with the attached Revised Exhibit A, Scope of Services.
5. Replace Exhibit B, Contract Pricing in its entirety with the attached Revised Exhibit B, Contract Pricing. Pricing from **January 1, 2021 to December 31, 2022** shall be in accordance with Revised Exhibit B, Contract Pricing. The Contract Amount/unit price(s) is hereby changed from **\$1,573,745.00** as set forth in such Contract to **\$1,642,777.00**, an increase of \$69,032.00.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ARLINGTON STREET PEOPLE'S ASSISTANCE  
NETWORK, INC.

AUTHORIZED DocuSigned by:  
SIGNATURE: Tomeka Price  
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:  
SIGNATURE: BETSY FRANTZ  
3A8CCF479161432...

NAME: TOMEKA D. PRICE  
TITLE: PROCUREMENT OFFICER

NAME: BETSY FRANTZ  
TITLE: President & CEO

DATE: 12/17/2020

DATE: 12/17/2020

**REVISED EXHIBIT A**  
**SCOPE OF SERVICES**

The Contractor shall operate the County's Homeless Services Center (HSC) for the Department of Human Services (DHS), Economic Independence Division (EID). The Center is a County owned 55-bed shelter for single adults (male and female), located at 2020-A 14<sup>th</sup> Street, Arlington, Virginia 22201.

**1. GENERAL REQUIREMENTS**

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

The Contractor(s) shall operate the emergency shelter 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 HSC 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.*;

Provide Housing Locator services starting on January 1, 2021 until December 31, 2021, or until the County provides a 14-day notice to end the service. Housing Locator services will transition to Arlington County Department of Human Services, Housing Assistance Bureau; the transition is anticipated to occur by July 1, 2021. To allow for a smooth transition, the Contractor must participate in all transition planning and coordination efforts. All documents, records and information must be transferred to Arlington County based on an agreed upon timeline.

The Housing Locator will work as part of an interagency team that includes other homeless service providers and County Government, to coordinate housing for individuals and families who are facing homelessness or are experiencing homelessness and who may have barriers to housing. The Housing Locator is responsible for recruiting and marketing to landlords to participate in Arlington County's housing initiatives and efforts to end homelessness per the Continuum of Care's (COC) Strategic Plan. The Housing Locator will work in partnership with Case Managers from participating agencies to identify the most appropriate available housing opportunity to meet the specific needs of the individuals and families referred. The Housing Locator will work in service to Arlington County's CoC providers through lease-up negotiations with landlords and identifying community wide housing vacancy needs on behalf of shelter residents.

#### 1. RESPONSIBILITIES

- A. Outreach to Arlington landlords, property management companies and apartment communities with an emphasis on face-to-face contacts.
- B. Market to and recruit local landlords to participate in the Homeless Prevention and Rapid Re-Housing initiative and other Arlington County housing programs.
- C. Maintain a directory of housing providers, contacts and vacancies.
- D. Negotiate with landlords for acceptance of participants who may have substantial housing barriers.
- E. Coordinate with CoC providers to deploy monthly Housing Location services meetings and trainings.
- F. Maintain consistent and open communication with landlords, case managers, and other stakeholders serving as the mediator between landlords and tenants regarding lease violations.
- G. Coordinate with Case Managers and Targeted Homeless Prevention program participants to view properties, complete leasing applications, coordinate document retrieval and coordinate payment for fees and rent as required by the landlord.
- H. Provide housing information to case managers in a timely manner.
- I. Ensure that all information pertaining to clients' housing status is provided to all staff involved in clients housing services.
- J. Conduct all Habitability and Lead Based Paint Inspections for Homeless Prevention and Rapid Re-Housing Program (HPRP) assisted units in accordance with HUD Housing Quality Standards.
- K. Research housing-related topics; establish a resource library by collecting and organizing the information; make available to Case Managers and other interested parties.
- L. Participate in efforts to transition Housing Locator services to Arlington County, as needed (document/record reviews, co-develop communications and messaging strategies for existing landlords and current clients, etc.)
- M. Other Housing Locator-related duties as assigned.

## 2. REPORTING REQUIREMENTS

The Contractor shall submit the following reports/narrative on a monthly basis no later than the 15<sup>th</sup> of the month after the previous month ends. Monthly reports must be submitted to [DHSSheltercontracts@arlingtonva.us](mailto:DHSSheltercontracts@arlingtonva.us).

- A. MONTHLY PERFORMANCE REPORT (Exhibit M)
- B. MONTHLY PROVIDER LIST  
Cumulative list of housing providers, landlords and/or property owners with whom the Housing Locator worked. (Exhibit M)
- C. MONTHLY INSPECTIONS LIST  
Monthly list of inspections completed and relevant outcomes. (Exhibit M)
- D. Brief Narrative to include the following points (submitted via word document):
  - 1) One to two monthly successes or highlights.
  - 2) One to two challenges identified.
  - 3) Solutions, strategies or priorities for the current (next reporting) month.
  - 4) Reasons why any referred clients/households were not housed through housing location services.
  
- 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. CONTRACTOR'S DAILY SHELTER RESPONSIBILITIES**

The Contractor is responsible for the successful day-to-day operation of the shelter 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 Arlington. 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 Arlington County for review and written approval.
- E. Shelter Eligibility and Admission Criteria: The Contractor shall ensure shelter admission is conducted in accordance with Arlington 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 an Arlington 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 Arlington County's DHS serve as Arlington County's emergency shelter assessment entity during business hours, weekdays between 8:00 a.m. to 5:00 p.m. During non-business hours, individuals at risk of becoming homeless and those experiencing homelessness may access information and services by calling the access phone at 703-228-1010. The Contractor is responsible for providing staff during the County's non-business hours to conduct a telephone interview and intake 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 Arlington 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 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. The Contractor must provide a Day Program at the HSC shelter. 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.

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, Table B, below, for the Day Program requirements.

G. The Medical Respite Program (MRP)

The Medical Respite Program (MRP) is a County sponsored program located in the HSC. Referrals to the MRP are submitted from the Virginia Hospital Center (VHC) and Contractor's Nurse Practitioner (NP). The MRP is not a clinic. Admission to the MRP requires endorsement of Arlington County's Department of Human Services (DHS). Five (5) of the 55 beds at the HSC emergency shelter are reserved for the MRP. The use of these five beds is dedicated to homeless Arlington residents recuperating from an acute medical condition or injury. MRP guests will have rooms that are separated from the general shelter and the Day Program populations. Each MRP participant will be assigned to a Shelter Case Manager who will meet regularly with the participant and the NP. Vacancies will be reported immediately to the DHS designee. After a maximum stay

of 30 days, the shelter guest may be discharged to the general shelter population at the HSC, or alternative housing. All medical waste must be properly disposed of by the Contractor at the Arlington County's Department of Human Services building located at 2100 Washington Blvd., Arlington, Virginia 22204.

To be eligible to enter the MRP, the guest MUST:

1. Meet federal definition of homelessness;
2. Be an Arlington resident, 18 years of age or older;
3. Be recuperating from an acute medical condition or injury requiring bed rest and short-term recuperation and must be able to perform Activities of Daily Living (ADL's) without assistance and be independent in mobility (with or without devices such as a wheelchair, crutches, etc.)
4. Be psychiatrically stable; and,
5. Have the potential to recover and leave the Medical Respite Program within 30 days;
6. Have written endorsement from VHC and the County's DHS designee.

Individuals NOT eligible for services:

1. Non- Arlington residents (*i.e.*, residents from other counties or states);
2. Individuals with an ACUTE medical condition or injury and from which they cannot recover within 30 days of care at the MRP. (*e.g.*, someone with chronic diabetes or a long-standing amputee); and,
3. Individual with a mental illness diagnosis ONLY.

Admission of every guest in the HSC MRP requires the written endorsement of Arlington County's DHS designee. Although the MRP is not a clinic, it must provide up to 40 hours per week of nursing services. The Contractor must provide a full-time NP who provides care to guests in the MRP, the general population of the shelter, and the Day Program. All admissions to the MRP are made Monday through Friday 8:00 a.m. to 2:00 p.m. Referrals to the MRP are submitted from the VHC and NP to the Project Officer to determine the guest's eligibility conditions. If the guest does not meet the eligibility requirements, alternative arrangements may be presented to the Project Officer for endorsement.

Prior to any admission to the MRP, the Contractor's NP must provide the County Project Officer a written plan detailing the care for the expected length of stay which shall not exceed thirty (30) days. The expected length of stay must be clearly defined based on the findings of the VHC and NP. The Contractor must provide a written interim update to the County Project Officer at the mid-point of each MRP guest's stay. If the Contractor anticipates an extension of the MRP guest's stay, the Contractor must request the extension of time in writing to the County Project Officer detailing the justification for the extension of time.

If the Contractor unilaterally accepts a shelter guest into the MRP without the prior written approval of the County Project Officer, the Contractor will at its sole cost and expense be responsible for the care, cost of treatment and all medical and personal liability for that MRP guest and must reimburse the County for any costs associated with that MRP guest. The

Contractor shall work to immediately relocate that MRP guest to an appropriate facility. The Contractor may not use County appropriated funds to reimburse the County for any expenses incurred for the care, treatment, transportation of the MRP guest.

Refer to section IV. 11., Performance Expectations and Reporting Requirements, Table C, of this solicitation, for the Medical Respite Program Indicators that must be satisfied to maintain compliance with the Agreement.

H. Street Outreach Program:

An important component in the operation of the HSC facility is the street outreach services to Arlington's street homeless. At least one staff member of the Street Outreach team must be bilingual in English and Spanish. The number of Outreach staff may be adjusted based on the community's needs as determined by DHS. Outreach staff should coordinate their efforts with DHS' services through the Homeless Case Management Services – Treatment on Wheels. Finally, Outreach staff are required to participate in Arlington County *Point-In-Time* counts of homeless individuals.

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

1. Seeking out people living on the streets, in the woods, or other locations unfit for human habitation, and distribute items such as clothing, blankets, bottled water, personal hygiene items, and medical kits. The provision of these items helps staff build relationships with individuals over time, and then help them link with additional services available throughout the County and the Homeless Services Center;
2. Identifying Arlington's unsheltered homeless population and entering their information in the HMIS system;
3. Assisting individuals in crisis to help them stabilize and be safe;
4. Assessing the resident's social and economic needs, noting observations on possible mental health and substance abuse issues through the administration of the [Service Prioritization Decision Assistance Tool](#) (SPDAT) as well as other methods;
5. Completing and modifying an Individual Housing Plan (IHP) for homeless guests;
6. Working with individuals to engage them in activities and services to prepare them for housing;
7. Helping individuals obtain identity documents;
8. Linking individuals to mainstream services, shelter and health benefits;
9. Offering available shelter;
10. Linking individuals with case management services and working to jointly provide the approach and supports needed to encourage a successful outcome in housing placement;
11. Developing and presenting the "moving on classes" offered to shelter guests and, when appropriate, Arlington residents living on the street;
12. Maintaining case notes for each guest in the Program that include detailed notes on progress toward achieving IHP goals; and,
13. Reporting monthly status updates on guests receiving services.



Please refer to section IV. 11, Performance Expectations and Reporting Requirements, Table D, below, for the HSC Shelter – Outreach Program Indicators that must be satisfied to maintain compliance with the Agreement.

I. Hypothermia Program:

The Contractor shall operate a 25-bed hypothermia program from November 1 through March 31<sup>st</sup>. During this period, the Contractor will accept all homeless individuals into the shelter whether or not they are Arlington residents. These homeless individuals will be provided similar services as those provided in the Day Program. As the need arises, the Residential Program Center (RPC) located at 1554 Columbia Pike, Arlington, Virginia, 22204, shall be responsible for accepting the overflow of up to 15 hypothermia guests from the HSC shelter. These hypothermia overflow guests will remain in the RPC shelter from 10 pm to 6 am, as needed. The HSC staff shall be responsible for round-trip transportation to and from the HSC to the RPC shelter [Hypothermia Shelter Guideline](#) includes the overflow operation at RPC.

Please refer to section IV. 11., Performance Expectations and Reporting Requirements, Table E, below, for the HSC Shelter – Hypothermia Program Indicators that must be satisfied to maintain compliance with the Agreement.

For hypothermia season 2020/2021, the Contractor must complete the following tasks in accordance with the Coronavirus Relief Fund Contract Provisions (Exhibit L): Due to the COVID-19 pandemic and the need for additional precautions and social distancing, the Contractor must locate hypothermia guests on the 7th floor of the 2020 N. Courthouse Road building, one floor above the Homeless Services Center, from November 9, 2020 to April 11, 2021. The Contractor must provide thorough daily cleaning and weekly sanitizing of the entire hypothermia space and must ensure that all COVID-19 safety protocols, as stated in the Hypothermia Shelter Guidelines (link below), are implemented. Contractor must provide sufficient cleaning supplies for its cleaning crews.

In addition, the Contractor must deploy three (3) additional temporary Shelter Monitors for the 2020/2021 hypothermia season. The County will provide the Shelter Monitors through its contracted temporary staffing agencies. In case of inclement weather, the Contractor will house the shelter monitors at local hotels; the County will reimburse the costs. The Hypothermia Shelter Guideline has been updated for COVID-19 pandemic preparations. This document is the Arlington County Standard Operating Procedures (SOP) for Emergency Shelters During Hypothermia Season, and the Contractor shall continue to monitor these SOPs for additional Updates.

J. Day Program:

The programming will be developed collaboratively by the Contractor and DHS and can be provided by the Contractor, community partners, and/or volunteers. Services provided at the HSC Day Program must include:

1. Shower facilities
2. Laundry facilities
3. Use of telephone or receive mail
4. Gain access to the Job START Program.

Please refer to section IV. 11., Performance Expectations and Reporting Requirements, Table B, below, for the Day Program Requirements.

K. Meal Program:

The HSC shelter is equipped with a commercial kitchen and the Contractor will be responsible for providing three (3) tasteful, nutritious meals daily including breakfast, a bag lunch and a hot dinner and a snack for every shelter guest. All meals provided must take into consideration guests with meal restrictions that include but are not limited to diabetic, vegetarian, and kosher meals. The Contractor must designate a staff member who will obtain a ServSafe certificate to ensure proper food handling and preparation. The HSC Contractor shall prepare all meals and accept all donated food in compliance with [Arlington County Code 9.2, Food and Food Handling Code](#).

The HSC Contractor shall be responsible for the service and maintenance of all kitchen equipment including, the steam table, range, range hood, cooking and food preparation surfaces, emptying and properly disposing of grease from the trap, *etc.*

L. COVID-19 Response, Registered Nurse:

Provide a registered nurse (RN) for 30 hours per week from October 1, 2020 through June 30, 2021, to support the Continuum of Care's (CoC) homeless services medical needs during the COVID-19 pandemic in accordance with the CoronaVirus Relief Fund Contract Provisions (Exhibit L). The RN will work with the Nurse Practitioner (NP) as part of the patient care team and will provide medical/nursing services to homeless individuals temporarily residing at the Homeless Services Center (HSC), the Residential Program Center (RPC), Bridges to Independence (B2I), Doorways shelters, and County-financed non-congregate shelter locations.

1. SUPERVISION: Programmatic oversight and assessment shall be provided by the Contractor's President/CEO with key work expectations approved by the County Project Officer and in alignment with all terms and conditions as defined in the HSC/County shelter agreement. Direct daily supervision and periodic assessment of ongoing clinical performance shall be provided by the Nurse Practitioner, Director of Medical Respite and Nursing Services.
2. FUNCTION: Testing, triaging, physical examination, obtaining health history of homeless clients. Collaborating with the supervising NP in providing comprehensive care through advocacy and case management.
3. LICENSURE/CERTIFICATION: Valid VA or Compact State Registered Nurse License; Basic Cardiac Life Support (BCLS) certification, valid state driving record.
4. SCHEDULE: Total hours per week: 30. Typically Monday through Thursday 8:00AM to 4:30 PM with seasonal variation during hypothermia months. May occasionally start as early as 7:00 AM or work as late as 9:30 PM based on service demands. A proposed weekly schedule is below.

	Mon	Tue	Wed	Thu	Fri
0800-0900	Call Shelters	Call Shelters	Call Shelters	Call Shelters	
0900-1000	Team Meeting	Team Meeting	Team Meeting	Team Meeting	
1000-1100	Shelter 1 Site Support / Testing***	Shelter 2 Site Support / Testing***	Shelter 3 Site Support / Testing***	Shelter 4 Site Support / Testing***	
1100-1200					
1200-1230 LUNCH					
1230-1330					
1330-1430					
1430-1530					
1530-1630	Closeout with NP	Closeout with NP	Closeout with NP	Closeout with NP	

**Call Shelters:** Identify any urgent issues that need to be addressed by the nurse and/or NP for the day; relay results to respective clients/shelters

**Team Meeting:** Coordinate care priority: acute illnesses that need to be seen by NP, prescription assistance, testing (COVID, TB, FLU)

**Shelter Site Support:** Testing as needed, Medication review, Triage acute needs, Communicate needs to NP

**Closeout with NP:** Complete charting for the day, report off to the NP, prepare for next day

\*\*\* random testing as needed at any of the sites

Shelter Sites: ASPAN, RPC, B2I, Doorways, the Highlander Motel or other Non-congregate setting

**DUTIES AND RESPONSIBILITIES:**

**TESTING**

**COVID-19:**

1. Conduct COVID testing for both clients and staff, at respective shelter locations, both planned and as needed.
2. Follow up with tested individuals to provide results. Perform repeat tests as needed.
3. Follow up with positive individuals regarding quarantine protocols, symptoms, release from quarantine timelines.
4. In the event of identified positive cases, maintain regular contact with DHS (includes Public Health) through established contact channels.

**TB Skin test:**

1. Identify individuals in respective shelters who need to be screened and tested for TB, administer the test and follow through with the reading of the test 48-72 hours post skin test placement.
2. Communicate positive results to the Tuberculosis/Chest Clinic at the Arlington County Public Health Department and to the NP.
3. Arrange for follow-up chest X-ray through the Tuberculosis/Chest Clinic.
4. Follow up with the Contractor’s NP for results and relay the results to the client.

**RAPID COVID Antigen/RAPID Flu/ RAPID Strep:**

1. Administer RAPID COVID Antigen/RAPID FLU/ RAPID Strep tests at the NP’s direction to rule out (r/o) highly contagious illnesses.

2. Document result in client's chart.

#### FLU VACCINATION CLINICS

1. At the NP's direction, establish contact with the provided point of contact at the County Public Health Division for access to flu vaccinations for flu clinics at each shelter.
2. Communicate with each CoC shelter about upcoming Flu Clinics, coordinate with shelter staff to identify space at the shelter where the clinic can be set up.
3. Arrange for delivery or pick up of the requested vaccinations.
4. Complete required documentation prior to administering the vaccine.
5. Submit copy of the documentation to the NP and originals to Public Health Division, Point of Contact.

#### CLINICAL DUTIES

1. Document medical services provided at each shelter, following Contractor's policies and procedures.
2. Assess clients by obtaining medical, psychological, and social history.
3. Communicate with the NP regarding urgent medical issues at each shelter.
4. Monitor vital signs as instructed by the NP, including blood pressure, heart rate, blood sugar, and weights on an as needed basis.
5. Assist in case management related to medical health needs of clients, this includes appointment reminders and scheduling specialty referral appointments.
6. Assist clients in applying for Medicaid.
7. Assist with call in prescriptions ordered by the NP to respective pharmacies.
8. Provide culturally sensitive health care services and community/client education.
9. Responsible for maintaining over-the-counter medication inventory for each shelter and replenish as needed.

#### OTHER DUTIES

1. Function as a team member in providing client focused services.
2. Respond to questions from clients, general public, or other health care providers via office or cellphone contact. Provide appropriate information on community resources.
3. Perform other duties as identified by the supervising NP and as required by DHS Economic Independence Division stakeholders.

#### LOCATIONS FOR SERVICES

The nurse will perform listed duties at the following locations:

1. Homeless Services Center (ASPAN)
2. Residential Program Center (New Hope Housing)
3. Sullivan House (Bridges to Independence)
4. Doorways shelters
5. Highlander Motel or other designated County non-congregate care facility

#### REPORTING

At the end of each quarter, the Contractor will report data on indicators outlined in Exhibit K, Tables A and B, no later than the 15th of the month after the quarter ends (October 15, January 15, April 15 and July 15) by emailing the Quarterly Report template (Exhibit K) to the County Project Officer.

#### **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 shall have responsibilities that include:
1. Working with County staff to ensure that all program operations, policies, and procedures are designed to support the emergency shelter's core purpose;
  2. Ensuring 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 in order 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 to DHS's 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 1<sup>st</sup> 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 HSC shelters:

- A. Pay for utilities (electricity and water), maintenance of life safety system, and automatically operated elevator service
- B. Provide washers and dryers; however, the 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. Internet, cable and telephone system
- T. A security guard on duty for 56 hours per week
- U. FOB access and maintenance
- V. Snow and ice removal from the walkways.

## **6. BUILDING MAINTENANCE**

Each 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](mailto:Fmhotline@arlingtonva.us) with a copy to the designated DHS 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 DHS.

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

**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 the County's prior written approval, which may be withheld at the 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 DHS for approval. Such requests must be approved by Arlington 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 Project Officer prior to any other County staff.
- B. The Contractor shall be responsible for submitting all required reports to the DHS 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 provide the following information requested by DHS staff, as explained below. The Contractor must maintain data according to [HMIS SOP/Protocols](#).
- C. The Contractor shall establish and implement that will meet all objectives of the Medical Respite Program, the Outreach Program, and the Hypothermia Program. The Contractor must maintain data according to [HMIS SOP/Protocols](#) and submit data on a quarterly basis.
- D. Tables Detailing Program Expectations and Reporting Periods for HSC:

The Contractor must submit the information requested in Tables A and 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. The Contractor must maintain data according to [HMIS SOP/Protocols](#) and submit data on a quarterly basis.

**TABLE A: GENERAL SHELTER INFORMATION FOR THE HSC  
ON A QUARTERLY AND/OR ANNUAL BASIS**

INDICATOR #	FREQUENCY	INDICATOR DESCRIPTION FOR EMERGENCY SHELTER MANAGEMENT
1.	Quarterly Reporting	<b>HMIS Indicator:</b> 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	<b>HMIS Indicator:</b> 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	<b>HMIS Indicator:</b> 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	<b>HMIS Indicator - Length of Participation:</b> 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	<b>HMIS Indicator:</b> Number of individuals served during the quarter.
7.	Quarterly Reporting	<b>HMIS Indicator:</b> 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	<b>HMIS Indicator:</b> 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**

<b>PROGRAM INDICATOR #</b>	<b>FREQUENCY</b>	<b>DAY PROGRAM INDICATOR DESCRIPTION</b>
1.	Quarterly Reporting	<b>HMIS Indicator:</b> Number of individuals served by the Day Program.
2.	Quarterly Reporting	<b>HMIS Indicator:</b> 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.
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**TABLE C: MEDICAL RESPITE PROGRAM REQUIREMENTS**

PROGRAM INDICATOR #	FREQUENCY	MEDICAL RESPITE PROGRAM INDICATOR DESCRIPTION
1.	Quarterly Reporting	Number of individuals who participated in the MRP per quarter.
2.	Quarterly Reporting	<b>HMIS Indicator:</b> 90% of the individuals in the MRP must be transitioned to emergency shelter or permanent housing after 30 days of MRP acceptance 30 days and
3.	Quarterly Reporting	<b>HMIS Indicator:</b> Number of beds utilized recorded on the last day of each quarter equal to or greater than CoC standard of 75%.
4.	Quarterly Reporting	Total number and type of medical services provided to clients (e.g., substance abuse, medication, etc.)
5.	Quarterly Reporting	What barriers or limitations does the Medical Respite Program frequently encounter?

**TABLE D: OUTREACH PROGRAM REQUIREMENTS**

PROGRAM INDICATOR #	FREQUENCY	OUTREACH PROGRAM INDICATOR DESCRIPTION
1.	Quarterly Reporting	<b>HMIS Indicator:</b> Number of individuals served by the Outreach Program.
2.	Quarterly Reporting	<b>HMIS Indicator:</b> Percent of individuals exiting the Outreach Program during the fiscal year that moved to permanent housing.
3.	Quarterly Reporting	<b>HMIS Indicator:</b> Percent of individuals exiting Outreach to an Arlington emergency shelter.
4.	Quarterly Reporting	Explain with detail the successes and challenges of the Day Program.

**TABLE E: HYPOTHERMIA PROGRAM REQUIREMENTS**

PROGRAM INDICATOR #	FREQUENCY	HYPOTHERMIA PROGRAM INDICATOR DESCRIPTION
1.	Monthly Reporting	<b>HMIS Indicator:</b> Number of individuals served by the Hypothermia Program.
2.	Monthly Reporting	<b>HMIS Indicator:</b> At least 25% of Hypothermia eligible participants are moved to year-round shelter within 10 calendar days from entry.
3.	Monthly Reporting	<b>HMIS Indicator:</b> Percent of individuals exiting the Hypothermia Program during the fiscal year that moved to permanent housing.
4.	Monthly Reporting	Explain with detail the successes and challenges of the Hypothermia 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.

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.

**REVISED EXHIBIT B**  
**CONTRACT PRICING**

<b>ASPAN - Homeless Services Center</b>			
<b>Year 2 Budget</b>			
	<b>Annualized Salary</b>	<b>FTE</b>	<b>Amount</b>
<b>Personnel:</b>			
<b>Salary</b>			
Chief Operating Officer	\$109,704	0.25	\$27,426
Shelter Director	\$79,178	1	\$79,178
Assistant Shelter Director	\$52,520	1	\$52,520
Nurse Practitioner	\$121,200	1	\$121,200
Volunteer Coordinator	\$36,360	0.5	\$18,180
Kitchen Manager / CHEF	\$59,074	1	\$59,074
Cook	\$31,512	0.5	\$15,756
Day/Outreach Manager	\$56,259	1	\$56,259
Day/Outreach Case Manager	\$48,985	1	\$48,985
Day/Outreach Monitor	\$31,512	1	\$31,512
Day/Outreach Monitor	\$31,512	1	\$31,512
Case Managers (3.0 FTEs)	\$48,985	3	\$146,955
Shelter Monitors (11.24 FTEs)	\$31,627	11.24	\$355,494
<b>Total Salary</b>	<b>\$738,428</b>	<b>23.49</b>	<b>\$1,044,051</b>
Fringe Benefits Rate			11.50%
<b>Total Fringe Benefits Cost</b>			<b>\$120,066</b>
<b>Total Personnel</b>		<b>23.49</b>	<b>\$1,164,116</b>
<b>Non-Personnel:</b>			
Transportation			\$5,050
Medical			\$10,100
Client Assistance			\$1,010
Laundry & Housekeeping			\$11,110
Food			\$88,265
Operating Supplies			\$12,120
Cleaning			\$40,400
Repair and Replacement			\$5,050
<b>Total Non-Personnel</b>			<b>\$ 173,105</b>
<b>Total Cost</b>			<b>\$1,337,221</b>
Indirect Rate			10%
<b>Indirect Cost</b>			<b>\$133,722.11</b>
<b>Grand Total</b>			<b>\$ 1,470,943</b>

**REVISED EXHIBIT B**  
**CONTRACT PRICING**  
**Continued**

**Housing Locator Budget (January 1, 2021 – December 31, 2021)**

Line Item	Cost
Salary and benefits for Housing Locator @ \$4,539 per month x up to 12 months	\$ 54,468.00
<b>Total Housing Locator budget</b>	<b>\$ 54,468.00</b>

**2020/2021 Hypothermia Program cleaning expenses: November 9, 2020 through April 11, 2021**

Line Item	Detailed Explanation	Cost
Hotel Expenses	3 rooms, 5 days at \$150/day for Shelter Monitors during inclement weather	\$ 2,250.00
Cleaning	Daily cleaning and weekly sanitizing of the Homeless Services Center 7th floor, cleaning supplies	\$ 32,000.00
<b>Total Amendment 2 budget</b>		<b>\$ 34,250.00</b>

**COVID-19 RESPONSE EXPENSES: October 1 through June 30, 2021**

Budgeted Expense	Cost	Detailed Explanation	Weekly Estimated Cost
Registered Nurse (RN)	\$36,480	\$32 hour x 30 hours a week x 38 weeks remaining in the FY (assuming position starts 10/12/20)	\$960
Benefits	\$4,195	11.50%	\$110
Covid testing	\$20,000	rapid antigen testing if state testing stops being available/ or need rapid results	\$526
TB skin test	\$2,005	\$9.24 tests x 217 tests for each new person coming into the shelter that should be tested	\$53
Flu test/strep test	\$3,600	testing to rule out COVID vs FLU vs STREP since they can present with similar symptoms	\$95
PPE/supplies	\$1,000	syringes, gloves, gowns, masks, sanitizer, alcohol wipes	\$26
Increased liability for Nurse Practitioner (NP) for multiple shelters	\$3,336	Base liability insurance @ \$2,500, plus \$209 for each additional site of practice for NP	\$88
Liability insurance for RN	\$1,000	Base liability insurance for new nurse under NP	\$26
Management & Administrative Support	\$8,800	Admin support using a rate of \$20/hr for 5 hours/week x 38 weeks remaining in the FY + raise for NP of \$5,000 for management responsibilities	\$232
computer/email costs/ phone	\$2,200	if we are looking to provided extended medical services, need to consider electronic charting which will drive up the cost (usually there is a monthly subscription cost). In addition, nurse will need laptop, docking station, and monitor.	\$58
Transportation costs for travel to and from different shelters	\$500	mileage to and from shelters	\$13
<b>TOTAL</b>	<b>\$83,116</b>		<b>\$2,187</b>

**EXHIBIT K  
QUARTERLY REPORT TEMPLATE**

**ATTACHMENT 3 – QUARTERLY REPORT TEMPLATE**

**TABLE A**

<b>Organization Name: ASPAN</b>					
<b>FY21 Quarterly Programmatic Report</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Total (Actual Year-End)</b>
<b>Clients Served</b>					
# of unduplicated residents provided with health care by nurse					0
# of COVID tests provided to residents					0
# of flu vaccines provided to residents					0
# of rapid COVID antigen/rapid flu/rapid strep tests provided to residents					
# of TB tests provided to residents					
	0	0	0	0	0

**TABLE B**

<b>Unduplicated Demographics of Clients Served</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Total (Actual Year-End)</b>
<b>Race</b>					
American Indian or Alaskan Native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
Hispanic or Latino					
Other					
Don't Know/Declined to Answer					
<b>Age</b>					
Under 18					
18-24 years old					
25-39 years old					
40-60 years old					
60+ years old					
Don't Know/Declined to Answer					
<b>Residency</b>					
Arlington residents served					
Other residents served					
<b>Gender</b>					
Male					
Female					
Transgender					
Non-Binary					
Other					
Don't Know/Declined to Answer					
<b>Country of Origin</b>					
Add a row for every country of origin served					



**EXHIBIT L**  
**CORONAVIRUS RELIEF FUND CONTRACT PROVISIONS**

**CORONAVIRUS RELIEF FUND, SECTION 5001 CARES ACT**

This Contract is funded in whole or in part by funds made available to the County under section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act. Therefore, the Contractor shall adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Health and Human Service awards as codified in 45 CFR Part 75 effective December 26, 2014, the HHS Grants Policy Statement, and shall adhere to the following provisions:

**1. EXECUTIVE PAY**

The Contractor agrees that none of the funds paid through this Contract shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. (Sec. 202)

**2. GUN CONTROL ADVOCACY**

The Contractor agrees that none of the funds paid through this Contract may be used, in whole or in part, to advocate or promote gun control. (Sec. 210)

**3. LOBBYING**

- (a) The Contractor agrees that none of the funds paid through this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
- (b) The Contractor agrees that none of the funds paid through this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control. (Sec. 503)

**4. ABORTIONS**

- (a) The Contractor agrees that none of the funds paid through this Contract, and none of the funds in any trust fund paid through this Contract, shall be expended for any abortion.

- (b) The Contractor agrees that none of the funds paid through this Contract, and none of the funds in any trust fund paid through this Contract, shall be expended for health benefits coverage that includes coverage of abortion.
- (c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.  
(Sec. 506)

#### 5. LIMITATIONS ON ABORTION FUNDING PROHIBITIONS

- (a) The limitations established in the preceding section shall not apply to an abortion—
  - (1) if the pregnancy is the result of an act of rape or incest; or
  - (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
- (b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).
- (c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).
- (d) (1) The Contractor agrees it will not subject any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.  
(2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.  
(Sec. 507)

#### 6. EMBRYO RESEARCH

- (a) The Contractor agrees that none of the funds paid through this Contract may be used for—
  - (1) the creation of a human embryo or embryos for research purposes; or
  - (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).
- (b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of December 20, 2019, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.  
(Sec. 508)

#### 7. PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

- (a) The Contractor agrees that none of the funds paid through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(Sec. 509)

#### 8. DISTRIBUTION OF INTENTIONALLY FALSE INFORMATION

The Contractor agrees that none of the funds paid through this Contract may be used to disseminate information that is deliberately false or misleading.

(Sec. 515(b))

#### 9. PORNOGRAPHY

(a) The Contractor agrees that none of the funds paid through this Contract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(Sec. 520)

#### 10. ACORN OR ITS AFFILIATES OR SUBSIDIARIES

The Contractor agrees that none of the funds paid through this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

(Sec. 521)

#### 11. NEEDLE EXCHANGE

The Contractor agrees that none of the funds paid through this Contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

(Sec. 527)

#### 12. PROPAGANDA

The Contractor agrees that none of the funds paid through this Contract shall be used directly or indirectly, including by subcontractors, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

(Sec. 718)

#### 13. PRIVACY ACT

The Contractor agrees that none of the funds paid through this Contract may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

(Sec. 732)

#### 14. CONFIDENTIALITY AGREEMENTS

- (a) The Contractor agrees that it will not require employees or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(Sec. 742)

#### 15. NONDISCLOSURE AGREEMENTS

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Sec. 743)

#### 16. UNPAID FEDERAL TAX LIABILITY

The Contractor agrees that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the Contractor and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 744)

#### 17. CRIMINAL FELONY LIMITATION

The Contractor agrees that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 745)

#### 18. CHIMPANZEES

The Contractor agrees that none of the funds paid through this Contract shall be used on any project that entails the capture or procurement of chimpanzees obtained from the wild.

(42 U.S.C. 289d note)

#### 19. TRAFFICKING IN PERSONS

This Contract is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

(a) The Contractor, Contractor's employees, and any subcontractors or subcontractors' employees may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that this Contract is in effect;
- (2) Procure a commercial sex act during the period of time that this Contract is in effect; or
- (3) Use forced labor in the performance of this contract or subcontracts.

(b) Violations of the prohibitions in paragraph (a) include –

- (1) Those committed by the Contractor; or
- (2) Those committed by the Contractor's employee or a subcontractor through conduct that is either:
  - i. Associated with performance of this contract; or
  - ii. Imputed to the Contractor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

(c) The Contractor must inform Arlington County immediately of any information it receives from any source alleging a violation of paragraph (a).

(d) Definitions. For purposes of this Contract:

- (1) "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104))

#### 20. WHISTLEBLOWER PROTECTIONS

The Contractor is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this Contract.

#### 21. HUMAN SUBJECTS PROTECTIONS

If any activities under this Contract will involve human subjects in any research activities, the Contractor must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

#### 22. FRAUD, ABUSE AND WASTE

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.

**EXHIBIT M**  
**MONTHLY PERFORMANCE REPORT, MONTHLY PROVIDER LIST, AND MONTHLY INSPECTIONS LIST**

**Monthly Performance Report:**

Organization Name: A-SPAN								
<b>FY21 - Ammended Monthly Performance Report</b>								
<b>*Due by the 15th of every month (February - July 2021)</b>	<b>Carry over from 2020</b>	<b>Jan-21</b>	<b>Feb-21</b>	<b>Mar-21</b>	<b>Apr-21</b>	<b>May-21</b>	<b>Jun-21</b>	<b>Total (Actual 6-Month Year-End)</b>
<b>Please include a brief program narrative (attach word document) per contract requirements</b>								
<b>Clients Served</b>								
<b># of unduplicated clients provided with housing location services (total)</b>								
<b>By Race</b>								
American Indian/Alaska Native								
Asian								
Black/African American								
Native Hawaiian/Other Pacific Islander								
White								
<b>Ethnicity</b>								
Non-Hispanic/Non-Latino								
Hispanic/Latino								
<b># of unduplicated households provided with housing location services (total)</b>								
<b>By Race</b>								
American Indian/Alaska Native								
Asian								
Black/African American								
Native Hawaiian/Other Pacific Islander								
White								
<b>Ethnicity</b>								
Non-Hispanic/Non-Latino								
Hispanic/Latino								
<b># of unduplicated clients referred for Housing Locator services</b>								
<b># of unduplicated households referred for Housing Locator services</b>								
% of clients housed with housing location services [ ( # of clients housed/total # of clients referred)*100 ]	N/A							
% of households housed with housing location services [ ( # of households housed/total # of households referred)*100 ]	N/A							
Average length of time from referral to lease signing (in days) [ (# of days from referral to lease signing for all households housed) / total # of households housed ]	N/A							
<b>Total unduplicated clients served</b>								
<b>Total unduplicated households served</b>								
<b>Housing Location Activities</b>								
# of efficiency units identified	N/A							
# of 1 BR units identified	N/A							
# of 2 BR units identified	N/A							
# of 3 BR units identified	N/A							
# of 4BR+ units identified	N/A							
% of efficiency units identified resulting in lease-up	N/A							
% of 1 BR units identified resulting in lease-up	N/A							
% of 2 BR units identified resulting in lease-up	N/A							
% of 3 BR units identified resulting in lease-up	N/A							
% of 4 BR+ units identified resulting in lease-up	N/A							
<b>Landlord Relations</b>								
# of new landlords identified								
# of Arlington Landlord Partnership Referrals								
% of Arlington Landlord Partnership Referrals resulting in lease-up								
<b>Inspections</b>								
# of initial HQS inspections								
% of initial inspections passed								
# of annual HQS inspections								
% of annual HQS inspections passed								
# of re-inspections of failed units								
% of re-inspections of failed units passed								
<b>Total HQS inspections completed</b>								





