

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 19-071-1-RFP-LW
AMENDMENT NUMBER 1**

This **Amendment Number 1** (“Amendment”) is made on **October 14, 2020**, and amends **Agreement Number 19-071-1-RFP-LW** dated **December 5, 2019**, (“Main Agreement”) between **Arlington Street People’s Assistance Network, Inc.** (“Contractor”) and the **County Board of Arlington County, Virginia** (“County”).

The County and the Contractor amend the Main Agreement as follows:

1. ADD LANGUAGE TO THE RESPECTIVE MAIN AGREEMENT PARAGRAPHS AS FOLLOWS:

5. CONTRACT AMOUNT

In accordance with Attachment 1, for the period of October 1, 2020 to June 30, 2021, the County will pay the Contractor \$83,116.00 for a COVID-19 Response Registered nurse. All CARES funding must be expended by December 30, 2021 and performed in accordance with Attachment 4.

7. PAYMENT

For the COVID-19 Response Registered Nurse, the County will pay the Contractor in three (3) equal quarterly payments in the amount of \$27,705.33 for the services described below. The Contractor shall submit an invoice at the beginning of each quarter (October 1, January 2, April 1); each in the amount of \$27,705.33. At the end of each quarter, the Contractor shall submit documentation to reconcile quarterly expenses no later than the 15th of the month after the quarter ends (October 15, January 15, April 15 and July 15). Failure to submit the required back-up documentation within the specified due date may result in delayed payments from the County, funding recapture, or de-obligation.

2. ADD THE FOLLOWING PARAGRAPH EXHIBIT A, SCOPE OF WORK, SECTION 3:

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 (Attachment 4). 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 listed in Attachment 2, Proposed Schedule.

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

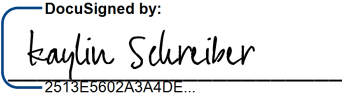
REPORTING

At the end of each quarter, the Contractor will report data on indicators outlined in Attachment 3, 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 (Attachment 3) to the County Project Officer.

All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

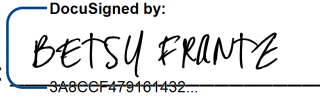
SIGNED:  2513E5602A3A4DE...

PRINT NAME: Kaylin Schreiber

TITLE: Procurement Officer

DATE: 10/15/2020

Arlington Street People's Assistance Network, Inc.

SIGNED:  3A8CCF479101432...

PRINT NAME: BETSY FRANTZ

TITLE: Interim President & CEO

DATE: 10/14/2020

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ATTACHMENT 1 – BUDGET (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
TOTAL	\$83,116		\$2,187

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ATTACHMENT 2 – PROPOSED SCHEDULE (30 hours/week)

	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

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ATTACHMENT 3 – QUARTERLY REPORT TEMPLATE

TABLE A

Organization Name: ASPAN					
FY21 Quarterly Programmatic Report	Q1	Q2	Q3	Q4	Total (Actual Year-End)
<u>Clients Served</u>					
# 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

Unduplicated Demographics of Clients Served	Q1	Q2	Q3	Q4	Total (Actual Year-End)
<u>Race</u>					
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					
<u>Age</u>					
Under 18					
18-24 years old					
25-39 years old					
40-60 years old					
60+ years old					
Don't Know/Declined to Answer					
<u>Residency</u>					
Arlington residents served					
Other residents served					
<u>Gender</u>					
Male					
Female					
Transgender					
Non-Binary					
Other					
Don't Know/Declined to Answer					
<u>Country of Origin</u>					
Add a row for every country of origin served					

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ATTACHMENT 4 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.