

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

CONTRACT AWARD COVERPAGE

TO: Doorways for Women and Families, Inc.	DATE ISSUED:	<u>July 1, 2021</u>
P. O. Box 100185	CONTRACT NO:	<u>22-DHS-EP-257</u>
Arlington, Virginia 22210	CONTRACT TITLE:	<u>Shelter and Rapid Re-housing</u>

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

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DHS-EP-257 including any attachments or amendments thereto.

EFFECTIVE DATE: July 1, 2021

EXPIRES: June 30, 2022

RENEWALS: THIS IS THE FIRST (1ST) YEAR AWARD NOTICE OF A POSSIBLE FIVE (5) YEAR CONTRACT

COMMODITY CODE(S): 95278, 91863

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 22-DHS-EP-257

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Diana Ortiz **VENDOR TEL. NO.:** (703) 522-8858

EMAIL ADDRESS: dortiz@doorwaysva.org

COUNTY CONTACT: Noelle Joukar, DES – Engineering **COUNTY TEL. NO.:** (703) 228-1331

COUNTY CONTACT EMAIL: njoukar@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Tomeka Price Title Procurement Officer Date: July 1, 2021

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

AGREEMENT NO. 22-DHS-EP-257

THIS AGREEMENT is made, on July 1, 2021, between Doorways for Women and Families, Inc., Contractor's address ("Contractor") a Virginia corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – Business Associate Agreement
- Exhibit D – CoC Incident Report Form
- Exhibit E – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit F – County Nondisclosure and Data Security Agreement (Individual)
- Exhibit G – Quarterly Programmatic and Narrative Reporting Template
- Exhibit H – Program Summary Template
- Exhibit I – Consumer Satisfaction Surveys (English and Spanish)
- Exhibit J – Domestic Violence Quarterly Annual Performance Report

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to operate two (2) shelters, Family Home and Safehouse including the provision of services, and one (1) rapid rehousing program/other permanent housing with services, HomeStart. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on July 1, 2021 and must be completed no later than June 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 1, 2022 to June 30, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor for services that the Project Officer accepts in the amount of \$180,850.50 per quarter for shelter operations and \$56,209.50 per quarter for rapid rehousing, up to the maximum amount of \$948,240.00 for a one-year term in accordance with the terms of the Payment section below and of Exhibit B.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. PAYMENT

The Contractor must submit separate quarterly invoices for shelter operations and rapid rehousing at the beginning of each quarter to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The Contractor must submit backup documentation for each of the previous quarter payments by October 15th, January 15th, April 15th, and July 15th to the County's Project Officer, who will either approve the backup documentation or require corrections. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

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

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

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

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

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. BACKGROUND CHECK

The Contractor will be responsible for completing a criminal background check and a [Virginia Central Registry check](#) for all employees or subcontractors whom the Contractor assigns to work on this Contract. Any findings may result in the immediate removal of the individual from the contract.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

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

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

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

18. 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.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health.

20. TERMINATION

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

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

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

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

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

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

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the

termination date, and the County must continue to pay all fees and charges incurred through the termination date.

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

21. INDEMNIFICATION

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

22. OWNERSHIP OF WORK PRODUCT

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

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

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

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

23. DATA SECURITY AND PROTECTION

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

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit E and F) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of

the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

24. ETHICS IN PUBLIC CONTRACTING

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

25. COUNTY EMPLOYEES

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

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

27. AUTHORITY TO TRANSACT BUSINESS

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

28. RELATION TO COUNTY

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

29. ANTITRUST

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

30. REPORT STANDARDS

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

31. AUDIT

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

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

32. ASSIGNMENT

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

33. AMENDMENTS

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

34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

35. DISPUTE RESOLUTION

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

36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

37. ARBITRATION

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

38. NONEXCLUSIVITY OF REMEDIES

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

39. NO WAIVER

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

40. SEVERABILITY

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

41. ATTORNEY'S FEES

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

42. SURVIVAL OF TERMS

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

43. HEADINGS

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

44. AMBIGUITIES

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

45. 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:
Diana Ortiz, President & CEO
Doorways for Women and Families, Inc.
PO Box 100185
Arlington, VA 22210
Email: dortiz@doorwaysva.org

TO THE COUNTY:

Triina Van, Project Officer
2100 Washington Boulevard, 3rd Floor
Arlington, Virginia 22204
Email: tvan@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis@arlingtonva.us

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

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

46. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. LIMITED ENGLISH PROFICIENCY

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

49. HIPAA COMPLIANCE

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

its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

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

50. ADA COMPLIANCE

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

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

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

51. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The

County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- b. Commercial General Liability - \$2,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Excess Liability – \$1,000,000 that applies to general liability and auto liability.
- e. Professional Liability - \$2,000,000 per occurrence.
- f. Employee Dishonesty Bond or Crime Liability - \$1,000,000 or \$1,000,000 per occurrence, respectively.
- g. Abuse and Molestation Insurance - \$1,000,000 per occurrence.
- h. Cyber Liability – \$25,000 per occurrence
- i. Property Insurance - property insurance covering the value of the building and contents owned by the vendor or that the vendor is responsible to replace
- j. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- k. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- l. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- m. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor

can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract. Failure to not have insurance does not relieve the Contractor from the Contractual Liability obligations assumed under this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DOORWAYS FOR WOMEN AND FAMILIES, INC.

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

AUTHORIZED DocuSigned by:
SIGNATURE: *Diana Ortiz*
29A3AA27321847E...

NAME: TOMEKA D PRICE
TITLE: PROCUREMENT OFFICER

NAME: Diana Ortiz
TITLE: President and CEO

DATE: 7/19/2021

DATE: 7/19/2021

**EXHIBIT A
SCOPE OF WORK**

Family Home (Single and Family Homeless Shelter), *Safehouse* (Domestic Violence Shelter) and *HomeStart* (Rapid Rehousing Program/ Other Permanent Housing with Services (OPH), with no disability required)

INTRODUCTION

The Contractor must operate the *Family Home* and *Safehouse* shelters and *HomeStart* and Other Permanent Housing programs in accordance with the requirements below.

When implementing and operating the programs, the Contractor shall focus its attention and efforts on homeless Arlington residents in coordination with [Arlington County's Three-Year Strategic Plan](#). The Plan focuses on 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, and the unique and specific needs of Domestic violence survivors. The Contractor shall collect, evaluate, and share data with the Continuum of Care (CoC) on these subpopulations. That data will be critical in efforts to develop policy to provide focused assistance to these subpopulations.

I. OPERATIONAL AND SERVICE REQUIREMENTS APPLICABLE TO ALL PROGRAMS

The following requirements apply to the operation of, and services provided by the *Family Home*, *Safehouse* and *HomeStart* Rapid Rehousing and "Other Permanent Housing" program. The Contractor shall comply with all relevant local, State and Federal laws in the operations and delivery of homeless services and housing. The Contractor shall:

A. ADMINISTRATION/OPERATION

1. Provide facility and record access to DHS staff conducting program monitoring, including, but not limited to financial records, programmatic reviews, client files, program and personnel handbooks and procedures, job descriptions and audits. County staff will coordinate site visits or record reviews with the Contractor; monitoring site visits will occur annually unless otherwise communicated by DHS.
2. Have policies and procedures that include:
PERSONNEL
 - a. Recruitment and selection, termination, conducting background checks, performance evaluation, staffing schedules, personnel records and staff qualifications, bilingual staff positions, language interpretation services.
 - b. Written job descriptions that describe in detail responsibilities and qualifications for all positions. Job descriptions must be kept up to date and if changes are made, an updated job description must be submitted to DHS's Project Officer. Provide flexibility in job descriptions to ensure availability of staff to accompany clients to off-site appointments and other community-based activities as necessary to accomplish action steps defined in Individual Housing Plans. (See here for examples: <https://publicassistance.arlingtonva.us/continuum-of-care-trainings/>).
 - c. Required trainings

- d. Best personnel practices to embed and infuse equity, diversity and inclusion into the workplace that support and promote institutional diversity.
- e. Volunteer recruitment, vetting and training.

RECORDKEEPING

- a. Maintaining client records (except domestic violence shelter clients) in the Homeless Management Information System (HMIS),
- b. Maintaining client records for domestic violence shelter clients in a secure HMIS-comparable data system.
- c. Client privacy and confidentiality including Release of Information use
- d. Record keeping and storage

PROGRAM/CLIENT-RELATED

- a. Admissions/discharge criteria for clients. Admissions policies and procedures must align with the [Arlington County Centralized Access System](#) (CAS).
 - b. Grievance
 - c. Drug and alcohol use
 - d. Code of conduct while in the program
 - e. Acceptance of food or cloth donations
 - f. Medication storage and administration
 - g. Food storage in shelters
 - h. Use of language interpretation services
3. Assess, develop, and execute best personnel practices to embed and infuse equity, diversity, and inclusion into the culture of the workplace and support and promote institutional diversity.
 4. Provide a procedure manual for staff that includes Program/Client Grievance Policy, Drug and Alcohol Policy, Client Admission/Discharge Policy, Admissions Criteria, ADA Compliance, and Incident Reporting. Procedures should include deadline and notification protocols and align with CAS policies when relevant.
 5. Make reasonable attempts to ensure that there is at least one bilingual, Spanish/English speaking staff person at each shelter to serve Spanish speakers with limited English proficiency.
 6. Have a contracted language interpretation service to accommodate clients whose primary language is not English. Staff must be trained on how to access such services and how to work with an interpreter. The cost shall be the responsibility of the Contractor.
 7. Provide a program handbook to each client upon entry into the program and include the following: drug and alcohol policy, role of clients in pest control, discharge procedure, incident reporting procedure, Americans with Disabilities Act (ADA) compliance, and grievance policy. The Contractor shall provide Department of Human Services (DHS) Housing Assistance Bureau with a copy of the handbook.

8. Staff Training:

- a. All new staff providing direct service to clients will receive 40 hours of training upon hire. Annual on-going training will be provided to staff dependent upon their responsibilities, training needs, and evolving best practices and information pertinent to the field of homeless housing and serving survivors of DV. The Contractor will submit a staff training curriculum and implementation plan within 3 months of contract execution.
- b. Provide staff/subcontractor training that includes, but is not limited to homeless housing and services and domestic violence best practices, using the [Homeless Management Information System \(HMIS\)](#), [Unified Shelter SOPs](#), Centralized Access Services Policies, cardiopulmonary resuscitation, emergency first aid, crisis prevention and intervention, security protocols, unusual/emergency incident protocols, compliance and all county, state, and federal regulations regarding the provision of homeless and housing services, and any other topics the Contractor deems appropriate. Staff training must include 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. Project Officer will inform Contractor staff of such trainings.
- c. Train Family Home staff and volunteers with at least one (1) three-hour training course regarding hypothermia services prior to the start of hypothermia program, by November 1st of each year.
- d. Ensure all staff is trained and knowledgeable in communicable disease safety and standard precautions and protocols. The Contractor shall ensure that all staff receives annual updates to remain abreast of the latest information and techniques for disease prevention and control.
- e. Document all work-related education and training for each staff.
- f. Provide to DHS's Project Officer documentation of staff training on a quarterly basis as outlined in Quarterly Programmatic and Narrative Report, Section IV.B..
- g. Ensure that all program staff have adequate skills and knowledge regarding:
 - i. Arlington County CoC Client Bill of Rights found in the [Arlington County Centralized Access Policies and Procedures](#); client and client record confidentiality; admission criteria; intake procedures; Arlington County's Continuum of Care;
 - ii. Available treatment options and modalities and definition of elements of same;
 - iii. Crisis and conflict prevention; cultural competency; documentation of service provision in the guest's file;
 - iv. Use of Homeless Management Information Systems (HMIS) per the [Arlington County HMIS Governance](#);
 - v. Information on external resources and referral of shelter guests to those resources;
 - vi. Policies on discharge or termination of after-care and follow-up procedures;
 - vii. All applicable aspects of program operation necessary to the fulfillment of the core purpose and objectives under terms of the approved services contract.

9. Keep DHS staff abreast of any significant changes in organizational staffing related to assigned Program Managers, supervisors or other program or organization managing staff, and programming, including any termination of services or new services offered. Organizational charts must be provided upon execution of this contract and when organizational changes occur.
10. Inform the Arlington County COC Coordinator of any community complaints or problems related to the shelters and housing sites in writing via email by the next business day, noting the nature of the complaint and efforts to address it.
11. The Contractor's Facility Maintenance Specialist (FMS) shall provide maintenance for both shelters. The Contractor is responsible for developing and implementing a facility maintenance plan and providing general facility upkeep. The Contractor must ensure that the buildings are safe for adults and children, free of hazards and pass building/fire inspections.
12. Develop and maintain protocols for all prescription and non-prescription medication that are brought into shelter facilities by residents or purchased by the program and donated to the resident. Protocols must align with State and Federal requirements. Protocols will emphasize client autonomy in medication compliance and safety. The Contractor will provide information to clients regarding the safe use and storage of all medication and will offer lock boxes to all clients for the safe storage of prescription and non-prescription medication.
13. Ensure the safety of all staff and clients by maintaining emergency procedures and evacuation plans for natural and other disasters, and conducting routine drills as outlined in the County's [Unified Shelter Standard Operating Procedures](#). The Contractor shall maintain written emergency procedures that include 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 sites in case the facility must be evacuated.

Contractor staff must work with clients in Rapid Re-Housing/Permanent Housing program to develop evacuation plans based on individualized factors related to their type of housing, location, and family needs.

14. In case of client's negative actions or threats which may endanger the client or staff, Contractor may disclose confidential client information necessary to secure assistance.
15. Keep client records for a minimum of five (5) years in accordance with the [Virginia Homeless and Special Needs Housing Funding Guidelines](#). Client files must include all required documentation of services rendered and signed/completed forms as outlined in the [Arlington County Client Records Checklist](#).
16. Records must be treated as confidential and secured in locked file cabinets when not in use. Staff who require documentation in the community (during home visits or other services rendered in

the community), shall only travel with client records needed for purposes of a particular meeting or service provided, and will ensure client records remain with the person (and not left in vehicles, etc.).

17. Immediately report all suspected incidents of child abuse and neglect to Arlington County, Child and Family Services Division (CFSD) at 703-228-1500. If a parent of a child in either shelter consents to disclose information to Contractor staff, CFSD will inform shelter staff of the open case. If the parent consents, CFSD will notify Doorways when that case is closed. To the extent parental consent allows, CFSD and Contractor staff will collaborate in service planning for the family. Contractor staff must follow all reporting laws and policies as governed by the State of Virginia (see § 63.2 – 1509).
18. Follow policies outlined in the [Unified Shelter Standard Operating Procedures](#) and use the Critical Incident Reporting form in Exhibit D.
19. Conduct monthly inspections of shelter sites to ensure the facilities remains pest free. The Contractor must have an agreement with a pest control company to regularly conduct inspections and treatments to prevent and eradicate pests. The Contractor shall ensure that the procedures for acceptance of donations, the entry of new residents, the maintenance of medications and food are designed to prevent the occurrence of pests in the facility. The Contractor shall inform all clients at the time of intake into shelters and permanent housing about the types of pests that can be found and their role in controlling and eliminating of such. The Contractor shall inform staff about pest control efforts and mitigation during regular staff meetings.
20. Maintain a volunteer recruitment plan for use of volunteer services including screening and vetting, orientation, training, and supervision. Contractor must maintain records of volunteer activities, including hours of service; information regarding volunteer activities and training shall be provided to the County as requested. The Contractor shall have all volunteers sign a confidentiality statement form prior to the volunteer first day of providing service.
21. Annually, participate in the planning, execution, and submission of the Housing Inventory Count as coordinated by Arlington County DHS, the Metropolitan Washington Council of Governments and the Virginia Department of Housing and Community Development. Submission is typically in January and the specific due date will be announced by the COC. (See Section IV.B.9.)
22. Annually participate in the planning, execution, and submission of the Point-in-Time Count as coordinated by Arlington County DHS, the Metropolitan Washington Council of Governments and the Virginia Department of Housing and Community Development. Count activities typically occur in January. The specific date will be announced by the CoC. (See Section IV.B.10.)

B. SERVICES BY THE CONTRACTOR

The Contractor shall:

1. Provide person-centered, culturally responsive services, oriented in Housing First¹ and trauma-informed care² principles as follows:
 - a. Prioritize services and engagement strategies that focus on the attainment and stabilization of housing.
 - b. Develop Individualized Housing Plans (IHPs) with each client/household staying in shelter over 7 days. IHPs include individualized and tailored goals and service planning. (Samples can be found here: <https://publicassistance.arlingtonva.us/continuum-of-care-trainings/>).
 - c. Provide case management and coordination of services with a focus on ensuring services are matched with client goals and needs to improve long-term stabilization.
 - d. Collaborate with the Arlington County Housing Locator to assist in the identification of housing options in the community.
 - e. Provide services that are responsive to diverse cultural beliefs and practices, experiences of racism, preferred languages, health literacy, and other community needs.
 - f. Approach, engage and care for clients in a culturally and linguistically competent manner, including but not limited to
 - i. Cultural identity
 - ii. Racial and/or ethnic background
 - iii. religious/spiritual ascription
 - iv. gender identity
 - v. physical capability
 - vi. cognitive level
 - vii. sexual orientation
 - viii. linguistic needs
 - g. Provide services that are tailored to age, diagnosis, developmental level, geographical and educational needs.
2. Implement a low barrier entry, high expectation shelter/housing model that provides access to services for its clients. Clients may be actively using substances and/or be reluctant to engage in mental health, substance abuse or other types of treatment. This approach must extend to low barrier shelter rules and program engagement requirements which should not create barriers to maintaining shelter or housing. More information can be found here: <https://endhomelessness.org/resource/emergency-shelter/>.

The Contractor must utilize creative approaches to client engagement, such as motivational interviewing, and strive to limit involuntary discharge instances where clients pose a significant health and/or safety risk to themselves, staff, or other clients.

¹ <https://www.usich.gov/solutions/housing/housing-first/>

² <https://www.usich.gov/news/trauma-informed-care-building-on-our-commitment-to-strengths-based-approaches-to-ending-homelessness/>

3. Immediately take appropriate action should an incident arise when there is a safety risk to the client, other clients, or staff, such as contacting emergency services. The Contractor shall maintain a close relationship with local law enforcement and the County's behavioral health services.
4. Ensure all clients are treated with respect and dignity, and staff inform clients of their rights and responsibilities to successfully maintain services and/or housing. Clients must be oriented to organizational policies, facilities, staff roles and responsibilities, and service delivery forms and tools.
5. Ensure staff is knowledgeable about benefits and services available to households and know how to refer clients to needed services, to include non-cash and cash benefits and employment services to increase and maximize income and employment. Staff will assist clients in completing annual tax returns and provide budgeting guidance to address any tax returns expected.

The Contractor shall ensure at least one staff is certified in Social Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR) for purposes of assisting clients in attaining benefits.

6. Provide targeted and developmentally appropriate supportive services for children. Services might include connecting children to childcare services, school services, afterschool care, and behavioral health services.
7. Refer clients to resources such as financial literacy counseling and credit repair, unless offered by Contractor.
8. Obtain client feedback on organizational operations, services, and policies to ensure programs remain relevant and tailored to the needs of clients served. Encourage clients to complete Arlington County approved Consumer Satisfaction Survey in English or Spanish at least quarterly and receive satisfactory ratings. Aggregated results of satisfaction surveys must be reported annually (see Section IV.B.6). The Contractor will utilize the feedback gathered in surveys and in other methods (for example focus groups, client groups, one-on-one discussions, etc.) for the purposes of program design and implementation.
9. Collaborate with other County programs and services (such as Crisis Assistance Bureau, Treatment on Wheels and the Behavioral Healthcare Division (BHD), Homeless Programs, Project Peace, and Child and Family Services) regarding the development of Individualized Housing Plans, as needed. Not all cases will require DHS staff participation, but participation should be requested if clients present behavioral or other issues and it is anticipated that other DHS services will need to be activated.
10. Participate in joint and/or individual client-specific staff meetings and service plan meetings as requested by DHS. The contractor may also request meetings if deemed necessary. Joint service planning should include: (a) a release of information to be signed by clients at intake in order to exchange information between the County and the Contractor, (b) collaboration in establishing

goals for clients, and (c) collaborative meetings with the clients to involve them in the process of developing and updating goals.

11. Utilize and coordinate with other community resources and systems of service such as:
 - a. Medicaid Transportation Services may be utilized for clients with Medicaid Insurance if appropriate.
 - b. Assist in the application process for client benefits.
 - c. Utilize the Arlington County Employment Center for job search assistance and training.
 - d. Ensure children are connected to school and education resources.
 - e. Provide transportation assistance such as taxi service vouchers or bus tokens for households in need.
12. Collaborate with County or other community Mental Health and Substance Abuse Services. The Contractor, with the agreement of and in collaboration with the parent, shall refer children in need of assessment for substance abuse and/or mental health intervention to the appropriate office within DHS. The appropriate services will be provided in consultation with the parents, the child, DHS staff, and the Contractor. The Contractor shall also make referrals with the agreement of and in collaboration with any clients for substance abuse and/or mental health intervention to the appropriate office within DHS.
13. Follow CAS policies for all program entries (as appropriate for the program type) and program exits, including program terminations, case conferencing, updating vacancies for purposes of CCP/CAS referrals.
14. Ensure access to language interpretation services for clients. 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 American Sign Language (ASL). Within one month of execution of the Agreement, and annually thereafter, the Contractor shall provide proof of its written implementation plan as outlined in [Centralized Access System](#).

II. FAMILY HOME - SCOPE OF WORK

A. General Requirements

1. Operate the 21-bed *Family Home* emergency shelter in accordance with #I, Operational and Service Requirements.
2. Provide temporary shelter for families with children and single adults experiencing homelessness who are Arlington County residents.
3. Provide meals and other amenities such as linens, personal hygiene products, and laundry facilities,
4. Provide person-centered and housing-focused services with the goal of assisting clients in quickly attaining permanent housing.

B. Shelter Eligibility and Admission Criteria

The Contractor shall ensure shelter admission is conducted in accordance with the [County's CAS policy](#) and in cooperation with EID's Clinical Coordination Unit.

Specifically, the Contractor shall:

1. Only admit individuals/families that have been assessed, prioritized, and referred by the County's CAS unit. Exceptions may include Arlington residents experiencing homelessness who present during the County's non-business hours and clients entering during hypothermia. (The Contractor must follow CAS Policies for Contractor expectations in these cases.)
2. Track shelter bed vacancies according to the CAS requirements.
3. Maintain a list (By Names List) of Chronically Homeless, Veterans, Transition-Age Youth (TAY), and family households in HMIS. This list will guide By Names List Case Conferencing which includes DHS staff and other community organizations to coordinate client care and permanent housing attainment.

III. SAFEHOUSE - SCOPE OF WORK

A. General Requirements

1. The Contractor shall be responsible for operating a 15-bed capacity (11-bed *Safehouse* emergency shelter and 4 apartment units in Arlington that function as confidential shelter), and provide temporary safe refuge, meals, other amenities (i.e., linens, personal hygiene products, and laundry facilities), and person-centered support services for survivors of domestic violence and their children, who are in imminent danger of harm due to intimate partner and sexual violence.
2. *Safehouse* must be operated in accordance with the [Virginia Department of Criminal Justice Services Professional Standards Manual for Virginia Sexual and Domestic Violence Programs publication](#). The Contractor is expected to apply for accreditation when the Virginia Department of Criminal Justice Services next accepts applications.
3. Each client must be offered safety planning assistance such as filing a protective order, creating a plan in case abusive partner will locate or contact client, establishing independent bank account, etc.
4. Provide person-centered and housing-focused services with the goal of assisting clients in quickly attaining permanent housing.

B. Shelter Eligibility and Admission

1. To be eligible for admission, a prospective client must meet the following criteria as assessed by Contractor's Domestic Violence and Sexual Assault Hotline:
 - a) Present with imminent danger or harm due to intimate partner and sexual violence Imminent danger is defined³ as: A real physical danger that could occur within an immediate timeframe and result in death or serious bodily harm. Some considerations include:
 - A recent incident including serious bodily harm, threat of severe bodily harm, or threat to life
 - The imprisonment of an abuser who is due to be released
 - A Protective Order has been filed and police cannot find the abuser
 - Other factors assessed by the Contractor on a case-by-case basis.
 - b) Present no known danger or health hazard to self or others.
 - c) Is interested in residing in a confidential, congregate shelter setting.

³ By the Virginia Department of Criminal Justice Services in their November 2019 Professional Standards Manual for Virginia Sexual and Domestic Violence Programs publication. [professionalstandardsmanualfinal.pdf \(virginia.gov\)](#)

2. The Contractor must identify other community-based services for clients who do not meet the imminent danger definition and/or do not want to reside in a confidential, congregate shelter setting.
3. The Contractor shall admit as many persons as possible that present themselves for admission and are eligible, up to the maximum occupancy capacity. In instances where the *Safehouse* is fully occupied, the Contractor shall be responsible for identifying potential emergency shelter options for those individuals.
 - a. The Contractor will maintain partnership agreements with other DV programs in the region to collaborate and ensure shelter capacity and case management services are available. This reciprocal relationship may mean The Contractor provides shelter space to survivors from other jurisdictions who then provide case management services to those clients; and/or The Contractor provides case management services to Arlington County survivors residing in other jurisdiction's shelter space.
 - b. For reporting purposes, non-Arlington County survivors will be calculated in the occupancy and utilization of shelter beds only. (See Exhibit J)
4. For non-Arlington County residents currently housed at the *Safehouse*, the Contractor must work with the client and the jurisdiction in which she/he was previously residing, to develop a safety and housing plan that returns the client to their primary jurisdiction of residence.

IV. HOMESTART (RAPID REHOUSING, RRH) - SCOPE OF WORK

A. General Requirements

1. Serve Arlington families by providing a short-to-medium-term rent subsidy and housing focused case management as defined in the CAS policies, with the goal of strengthening and stabilizing each household's ability to manage their housing situation without the subsidy and intensive case management support.
2. Serve clients referred through CAS based on the CAS Eligibility and Prioritization policies, the length of RRH assistance will be determined by CAS upon entry into the program.
3. Keep eligibility documentation of homeless status and eligibility as assessed by CAS at time of entry in client records.
4. Provide eligible families short, medium, and longer-term rent subsidy and services based on households needs. The assistance levels are described in the CAS policy and will be established at the time of referral by CAS.
 - a. Extensions up to 24 months will be determined during regularly scheduled RRH Referral and Review Meetings. Both Contractor staff and County staff participate in these meetings.
 - b. The need for ongoing services and rent subsidies should be assessed at least every three (3) months.
5. Serve 18 households with rent subsidies and case management at any given time. All 18 placements shall be referred through the CAS System. Contractor staff must assist clients in

identifying appropriate housing in Arlington, considering the household's unique needs, financial situation, and personal preferences.

- a. The Contractor will assist thirteen (13) of the eighteen (18) households in identifying housing in Arlington that meets the needs of the family as far as location, size, cost, etc.
 - b. The Contractor will place five (5) of the eighteen (18) households in units in Cameron Commons Apartments which are jointly owned by the Contractor and Arlington Partnership for Affordable Housing (APAH). These units are classified as "Other Permanent Housing with Services (OPH), with no disability required." (OPH is a US Department of Housing and Urban Development (HUD) Permanent Housing Inventory category).
 - i. Four (4) of the five (5) units are reserved for homeless families; one (1) unit is dedicated to Youth Aging out of Foster Care. In case this dedicated youth unit is vacant and the DHS Child and Family Services (CFS) staff or Clinical Coordination Program have no youth to refer to the apartment within 60 days, the unit must be made available to homeless households referred by CAS.
6. At a minimum provide case management and either provide or connect people to financial/budget training and therapy for children when needed. For Youth Aging out of Foster Care, the Contractor must coordinate services with Child and Family Services staff when requested by DHS.
7. Tailor the level and duration of support required to meet the needs of each household in order to effectively use resources and emphasize rapid attainment of permanent housing and exit from Rapid Rehousing services to free up program availability for other clients.
- a. At a minimum, in-person case management is required at least once per month. (Exceptions may be made for reasons related to the health and safety of clients and staff, i.e., accommodations for service provision during COVID-19 pandemic and when alternative methods to meet in person and maintain social distancing protocols cannot occur.)
 - b. Regularly re-assess case management service needs and calibrate in-person and telephonic meetings as needed.
 - c. Case management meetings must include evaluating progress made towards identified goals and recalibrate/re-negotiate goals as needed.
8. Engage households in case management services tailored to clients' needs.
- a. Complete a comprehensive assessment for each client including all household members within seven calendar days of referral to the program.
 - b. With clients, develop and agree to an Individual Housing Plan (IHP) within fourteen (14) days of enrollment.

The Plan must include:

- An agreement on program expectations and level of case management and rent assistance provided;
- Achievable goals, tailored to the family, which are expected to foster financial independence and stability. Goals must be developed for each adult family member and must include strategies that build on the family's identified strengths and address any challenges or needs the family identifies;
- Timelines to complete each goal and listed persons responsible for each goal; and

- Level of rent subsidy to be provided.

The Plan must emphasize:

- Identifying and attaining permanent housing (housing that meets the client’s current or projected financial situation; is in a location that meets the household’s transportation, employment, education, and service goals/needs; meets the housing guidelines listed in section IV. B);
 - Sustaining permanent housing once Contractor services end (making referrals to community resources such as long-term housing subsidies and other public benefits programs (i.e. Supplemental Nutrition Assistance Program, SNAP and Temporary Assistance for Needy Families, TANF), and providing financial management and budgeting information); and
 - Increasing income within the first four months of program entry (utilizing DHS Employment Services, job search assistance, resume development, etc.) for clients eligible and able to work.
- c. Use a progressive engagement approach which is a flexible strategy of providing the least amount of assistance needed to stabilize a client in permanent housing. Additional supports, such as deeper subsidies, more intensive services, and referrals to other, more intensive services are made available only after a client’s need for such services is determined by Contractor staff.

B. Housing and Rental Assistance Guidelines

1. The Contractor shall follow CAS policy and procedures for Rapid Rehousing programs as specified in the most current CAS policy as published by the Department of Human Services.
2. The Contractor shall verify household gross income which must not exceed 50 percent of Area Median Income (AMI) for the household size and may not exceed locally determined resource limits found here: <https://housing.arlingtonva.us/income-rent-limits>. Households funded through state and federal programs must be within those program income and asset guidelines.
3. Tenants shall generally pay 30% of their income towards rent. The Contractor may make exceptions based on the client’s budget and income levels. Rent contributions shall be addressed in the household’s IHP.
4. The Contractor shall complete annual reviews of ongoing eligibility.
5. Households shall live in a reasonably sized unit for the family with rents that do not exceed Arlington County’s established committed affordable unit (CAF) rent limits by household size, found here: <https://housing.arlingtonva.us/income-rent-limits>.
6. The Contractor shall perform Housing and Lead Paint inspections when required for state or federal funding.
7. The Contractor shall follow [Virginia Homeless Solutions Program \(VHSP\) guidelines](#) regarding asset limits at recertification intervals for all clients enrolling in the program on or after July 1, 2021.
8. The Contractor shall help households secure permanent rental subsidy options, such as Housing Grants, upon exit from Rapid Rehousing. The Contractor shall work to ensure households successfully transition from Rapid Rehousing to affordable housing placements under the Arlington County Housing Grant Program Maximum Rent levels or other housing subsidy eligibility requirements.

V. PERFORMANCE EXPECTATIONS AND REPORTING REQUIREMENTS

A. Data Management

The Contractor must utilize HMIS to maintain client and program data for the *Family Home* and *HomeStart* Programs.

1. The Contractor must maintain data according to [CoC HMIS Policies, Procedures & Governance](#).
2. The Contractor must follow *Written Client Consent for CoC Network Data Sharing* protocols as outlined in the HMIS SOP/Protocols.
3. The Contractor is responsible for ensuring staff utilize and enter data in HMIS according to the HMIS SOP/Protocols. Contractor staff must participate in County-arranged user training offered throughout the year.

Due to the privacy and confidentiality measures needed to protect the identifying information of survivors fleeing intimate family violence and sexual assault, the Contractor must use a comparable data system with similar data tracking, reporting, and privacy measures as HMIS for Safehouse services.

B. Reporting Requirements

The Contractor shall submit the following reports to DHSSheltercontracts@arlingtonva.us at the frequency indicated below. Quarterly reports must be submitted no later than the 15th of the month after the quarter ends (October 15, January 15, April 15, July 15). Annual reports must be submitted no later than the 31st of July. Failure to submit the required reports within the specified due date may result in delayed payments from the County.

Report Name & Submission Method	Applicable Programs	Frequency	Template
1. Annual Performance Report (APR): Submit a PDF of the report generated via HMIS	Family Home & HomeStart	Quarterly	N/A
2. Bed Utilization Report: Submit a PDF of the report generated via HMIS	Family Home & HomeStart	Quarterly	N/A
3. Quarterly Programmatic and Narrative Report: Submit using the template provided. <i>Report includes:</i> a) <i>Program performance metrics</i> b) <i>Narrative explaining program successes or setbacks, a program participant success story, and explanations and corrective action planned or taken for any variance greater than 10% of each prescribed performance standard as defined in the CoC Standards.</i> c) <i>A summary of any workshops and training activities provided to program participants, including the number, type and total attendees for each activity</i> d) <i>A summary of staff training hours, including the name of the staff person, their role, and training hours completed in the reporting period.</i>	Family Home, Safehouse & HomeStart	Quarterly	See EXHIBIT G for template

4. Program Summary: Using the template provided. <i>Staff and Program Director sign off of program APR, HUD Data Quality and Bed Utilization reports.</i>	Family Home & HomeStart	Quarterly	See EXHIBIT H for template
5. Consumer Satisfaction Surveys: Using the template provided. <i>Aggregate results of annual Arlington County Continuum of Care Consumer Satisfaction Survey in both English and Spanish</i>	Family Home, Safehouse & HomeStart	Annually	See EXHIBIT I for template
6. Annual APR and Trends Report: a) Annual Performance Report (APR) for the 12-month reporting period: Submit PDF of HMIS-generated report. b) The Trends Report: Submit a word document. <i>Includes 3-5 bullet points about noticeable trends and challenges, a single and succinct one-paragraph success story (limited to 250 words maximum), and two high-resolution photos that highlight efforts to prevent or end homelessness.</i>	Family Home & HomeStart	Annually	N/A
7. DV Quarterly APR: Using the template provided. <i>Data collection that serves as a substitute for the HMIS APR submitted by homeless programs.</i>	Safehouse	Quarterly	See EXHIBIT J
8. Housing Inventory Count (HIC): Using the HIC Form provided by Arlington County DHS (at time of Point in Time Count).	Family Home, Safehouse & HomeStart	Annually	To be provided at the time of the HIC submission.
9. Point-in-Time Count (PIT): a) Family Home will complete PIT surveys of shelter clients in HMIS. b) Safehouse will complete paper surveys of shelter clients and submit to DHS via email.	Family Home and Safehouse	Annually	To be provided at the time of the Point-in-Time Count.

CONTINUUM OF CARE (COC) PERFORMANCE STANDARDS/OUTCOME MEASURES:

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

Family Home		
Outcome	Output	CoC Performance Standard
Decrease utilization rate of emergency shelter beds by diversion or rapidly exiting households to permanent housing	Households exit shelter to permanent housing more rapidly	≥ 75%
Reduce median length of stay	Households' median length of stay reduced	≤ 3 months
Increase exits to permanent housing destinations	Households exit shelter to permanent housing	≥ 85%

Increase employment rate at exit	Households leave shelter with employment income	≥ 60%
Maintain or increase income at exit	Households leave with maintained or increased income	≥ 70%
Maintain ANY cash income (SSI, SSDI, TANF, Child Support, etc.)	Households leave with any income at exit	≥ 80%
Increase number of households with SNAP benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 60%
Increase number of households with any noncash benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 75%
Program Indicator	Measurement	
Persons Served	Number of Persons Served	
Households Served	Number of Households Served	

Safehouse		
Outcome	Output	CoC Performance Standard
Reduce median length of stay	Households' median length of stay reduced	≤ 3 months
Increase exits to permanent housing destinations (includes all PH destinations, including returns to PH with partner)	Households exit shelter to permanent housing	≥ 75%
Survivors will receive assistance with safety planning, as needed	Survivors receiving assistance with safety planning	100%
Survivors surveyed report their Doorways Advocate/Counselor helped them understand the benefits available for them and their family (medical, housing, childcare) and how to best use them to meet their goals		≥ 75%
Survivors surveyed report feeling supported in making choices that improve their safety and autonomy.		≥ 75%
Increase employment rate at exit	Households leave shelter with employment income	≥ 60%
Maintain or increase income at exit	Households leave with maintained or increased income	≥ 70%
Maintain ANY cash income (SSI, SSDI, TANF, Child Support, etc.)	Households leave with any income at exit	≥ 80%

Increase number of households with SNAP benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 50%
Increase number of households with any noncash benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 50%
Program Indicator	Measurement	
Persons Served	Number of Persons Served	70
Households Served	Number of Households Served	30
Veterans Served	Number of Persons and Households Served	
Chronically Homeless Served	Number of Persons and Households Served	
Transitional Aged Youth (TAY) Served	Number of Persons and Households Served	
TAY Heads of Household Served	Number of Persons who are Transitional Aged Youth and Head of Households Served	
Utilization Rate	Percentage of beds occupied in reporting period	
Exits to Temporary Destinations	Percentage of individuals exiting to a temporary destination	
Exits to Institutional Settings	Percentage of individuals exiting to an institutional setting	
Exits to Other Destinations	Percentage of individuals exiting to other destinations	

HomeStart		
Outcome	Output	CoC Performance Standard
Maintain and/or increase utilization rate of rapid re-housing.	Households enter rapid re-housing from shelter more quickly.	≥ 90 %
Reduce median length of stay	Households' median length of stay reduced	≤ 12 months
Increase exits to permanent housing destinations	Households exit shelter to permanent housing	≥ 85%
Increase employment rate at exit	Households exit RRH with employment income	≥ 80%
Maintain or increase income at exit	Households leave with maintained or increased income	≥ 90%
Maintain ANY cash income (SSI, SSDI, TANF, Child Support, etc.)	Households leave with any income at exit	≥ 80%
Increase number of households with SNAP benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 60%

Increase number of households with any noncash benefits at exit	Households leave with additional mainstream benefits to which they are entitled	≥ 70%
Program Indicator	Measurement	
Persons Served	Number of Persons Served	
Households Served	Number of Households Served	

VI. BUDGET AND FINANCIAL REPORTS

A. BUDGET

Any transfer of funds between budget line items resulting in a greater than ten percent (10%) variance will require prior written approval from the County Project Officer.

B. FINANCIAL REPORTS

The Contractor shall submit a quarterly financial report showing actual expenses for the quarter, 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 quarterly financial report and back-up documentation within the specified due date may result in delayed payments from the County.

VII. ADMINISTRATIVE CAP

An administrative cap of up to ten percent (10%) is allowable under this contract. Program administration costs include, but not limited to, rent, staff salaries for oversight and general management, and utilities. The Contractor must submit the proposed line items and amounts to the Project Officer for review and approval.

**EXHIBIT B
CONTRACT PRICING**

Doorways Shelter - FY 2022 Budget				
	FTE	Family	Safehouse	Total
Personnel:				
Deputy Director, Clinical Services	0.14	7,840.00	7,840.00	\$15,680
Program Director	0.80	42,500.00	24,000.00	\$66,500
Client Services Manager	1.25	59,364.00	16,279.00	\$75,643
Daytime Home Coordinator	1.45	36,380.00	24,000.00	\$60,380
Evening Home Coordinator	1.45	34,040.00	24,000.00	\$58,040
Overnight Home Coordinator	1.43	34,000.00	23,200.00	\$57,200
Weekend Home Coordinator	1.43	34,040.00	23,280.00	\$57,320
Client Assistants (PT hourly substitutes)	0.70	14,087.00	14,087.00	\$28,174
Office and Programs Assistant	0.05	2,041.00		\$2,041
Development Associate	0.05	2,657.00		\$2,657
Volunteer Resources Specialist	0.15	8,158.00		\$8,158
Facilities Manager	0.58	22,325.00	7,788.00	\$30,113
Payroll taxes and Fringe benefits @ 23%		67,576.00	37,368.00	\$104,944
Total Personnel	9.48	\$365,008	\$201,842	\$566,850
Non-Personnel:				
Shelter Utilities/Telephone-Facilities		\$5,000	\$12,400	\$17,400
Shelter Building Repairs/Supplies/Maintenance		\$38,000	\$17,000	\$55,000
Client Assistance (food, medical, educational)		\$8,312	\$0	\$8,312
Language Interpretation Services		\$500	\$0	\$500
Client Transportation Services		\$1,500	\$1,500	\$3,000
Total Non-Personnel				\$84,212
Admin Cap Rate				10%
Admin Cap				\$72,340
Grand Total				\$723,402
Grant Amount				\$723,402
Admin Cap				
Administrative Office Rent		\$17,319	\$48,689	\$66,008
IT Maintenance for FH		\$6,332	\$0	\$6,332
Total	0			\$72,340

**EXHIBIT B
CONTRACT PRICING (CONTINUED)**

Doorways - Rapid Rehousing - FY 2022 Budget		
	FTE	Total
Personnel:		
HS Program Manager & Client Service Counselors	0.4	\$ 25,000
Total Personnel		\$ 25,000
Non-Personnel:		
Rental Subsidies		\$177,354
<u>Optional:</u> Twenty five thousand dollars (\$25,000) of the funding may be used for salaries and benefits for case management services and/or aftercare for graduates.		
Total Non-Personnel		\$177,354
Admin Cap Rate		10%
Admin Cost		\$22,484
Grand Total		\$ 224,838
Grant Amount		\$224,838
Admin Cap		
Director of Housing & Homeless Services		\$5,000
Office Rent (prorated)		\$10,000
Insurance (prorated)		\$3,000
Software fees, e.g. client database (prorated)		\$4,484
Total	0	\$22,484

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

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

Recitals

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

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

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

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

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

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

1) Definitions

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

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.
- b) **Breach**. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of

this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.

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

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

2) Obligations and Activities of Business Associate

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

- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.
- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate

shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.

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

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

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

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

3) Permitted Uses and Disclosures by Business Associate

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

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

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity,

to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.

- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

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

6) Miscellaneous

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

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

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

(3) Triina Van
County Project Officer
Arlington County Department of Human Services
2100 Washington Boulevard, 3rd Floor
Arlington, Virginia 22204

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

Doorways for Women and Families, Inc.
Attn: Diana Ortiz, President & CEO
PO Box 100185
Arlington, VA 22210

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a

relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.

- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

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

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

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

time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible, and the provision of this Business Associate Agreement shall survive with respect to such PHI.

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

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

Arlington County, Virginia

DocuSigned by:
By: Marcy Foster
(Signature) 493...

Name: Marcy Foster

Title: County Privacy Officer

Date: 7/19/2021

Business Associate

DocuSigned by:
By: Diana Ortiz
(Signature) 47E...

Name: Diana Ortiz

Title: President and CEO

Date: 7/19/2021

EXHIBIT D

CONTINUUM OF CARE (CoC) INCIDENT REPORT FORM

Incident Reporting Form

Please complete this form to report any critical or unusual incident reports at shelter. Send the completed forms electronically to DHSsheltercontracts@arlingtonva.us with a copy sent to the DHS Clinical Coordination Program Manager within 24 hours of the critical incident.

Name of Person Completing Report: _____
Title: _____
E-mail Address: _____
Phone: _____

Type of Incident (Please select one):

- Critical Incident:** A critical incident is any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a participant or staff. A critical incident is defined as: abuse, neglect, exploitation, rights violations, serious injury, missing person, death, medical or psychiatric emergency, medical errors, law enforcement contact or suicide attempt.
- Unusual incident:** An unusual incident is a behavior or situation that disrupts routine provider operations and deviates from normal operations. An unusual incident is defined as: self-injuring behavior, indirect threats, illegal activities, accidents without injuries, unplanned emergency room or hospital admissions, and other similar types of incidents.

Program (Please select the program where the incident took place):

- A-SPAN - Homeless Services Center
- A-SPAN – Permanent Supportive Housing
- Bridges to Independence - Sullivan House
- Doorways for Women and Families - Family Home
- Doorways for Women and Families – SafeHouse
- New Hope Housing - Permanent Supportive Housing
- New Hope Housing – Residential Program Center

**EXHIBIT D
CoC INCIDENT REPORT FORM (CONTINUED)**

Detailed Description of Incident (Include all relevant facts, date, time, etc.)

Type(s) of Incident: Please select the appropriate type of incident. If there were multiple categories within the incident, please select all relevant. See the [Unified Shelter SOP](#) for types of Incidents.

Critical Incident	Mark all that apply		Unusual Incident	Mark all that apply

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

The undersigned, an authorized agent of the Contractor and on behalf of Doorways for Women and Families, Inc. ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-DHS-EP-257 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

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

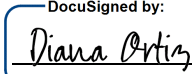
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The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

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

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

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

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

Authorized Signature:  _____
DocuSigned by: 29A3AA27321847E...

Printed Name and Title: Diana Ortiz President and CEO

Date: 7/19/2021

EXHIBIT F

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 22-DHS-EP-257 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

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

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

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

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

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

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor’s Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT G
QUARTERLY PROGRAMMATIC AND NARRATIVE REPORTING TEMPLATE



Housing Assistance Bureau | Fiscal Year 2022 Quarterly Program Reports

Program: _____ FY22 Quarter: _____

Instructions: *Your program is required to submit a narrative of its outcomes including key successes and challenges at the end of each quarter. These narrative reports are an important tool for the County to see your work at the ground level. Submit this completed Quarterly Program Report to DHSSheltercontracts@arlingtonva.us by the 15th of the month following the end of the quarter (i.e., October 15, January 15, April 15, July 15).*

Program Accomplishments: *briefly discuss your program's primary accomplishment(s) from the last quarter. The accomplishment(s) should focus on the program's overall efficient and effective delivery of service and not a client's success story, which will be submitted later in this document.*

Accomplishment #1	

Accomplishment #2	

Program Challenges: *We understand that all programs face challenges and some of those challenges are unique to the program while others may be common to other programs. In this section, please provide a narrative of the challenges that your program faced and how it was addressed. Also include how the challenges resulted in your program not satisfying Arlington County's CoC's Standards. The lessons learned from these challenges will be shared, to the extent applicable, with other programs which will further ensure that our collective housing programs are effectively addressing the needs of Arlington's most vulnerable residents.*

Challenge #1	

Challenge #2	

**EXHIBIT G
 QUARTERLY PROGRAMMATIC AND NARRATIVE REPORTING TEMPLATE (CONTINUED)**

Arlington County CoC Standards (explanation for standards not met):

Standard	Percentage (%)	Explanation

Staff Training Hours:

Staff Name	Role	# of Hours for the Quarter

When submitting your narratives, please be certain to "anonymize" the clients' identities by making the following changes:

Client Story

***5 key changes to anonymize clients:**

1. Name (ensure the pseudonym begins with different letters)
2. Age (shift by 2-3 years; keep transition-aged youth within the age range of 18-24)
3. Number, ages, and genders of children
4. Country of origin (change to region or continent) and languages spoken
5. Any key identifying details (if their unique intersections of identities, experiences, and/or circumstances is identifying, you can say "representing multiple underserved populations")

Client Story
Brief Client Description:

**EXHIBIT H
PROGRAM SUMMARY TEMPLATE**

Program Summary			
Start Date		End Date	
Site Name		Program Name	

Program APR	Initials
<i>All of the following questions within the APR have been reviewed and approved:</i>	
Question 5a. Report Validation Table	
Question 6a – 6f Data Quality	
Question 7a Number of Persons Served	
Question 8a Households Served	
Question 17 & 18 Cash Income	
Question 19a1 – 19a3 Client Cash Income	
Question 20a – 20b Non-Cash Benefits	
Question 22b Average & Median Length of Participation in Days	
Question 23a – 23b Exit Destinations	
Question 25a – 25i Veterans	
Question 26a – 26h Chronically Homeless	
Question 27a – 27f Youth	

Program HUD Data Quality Report	Initials
<i>All of the following questions within the HUD Data Quality Report have been reviewed and approved:</i>	
Question 2: Personally Identifiable Information	
Question 3: Universal Data Elements	
Question 4: Income & Housing Data Quality	
Question 5: Chronic Homelessness	

Program HMIS Bed Utilization Report	Initials
<i>All of the following questions within the HMIS Bed Utilization Report have been reviewed and approved:</i>	
Bed check-ins and check-outs have been recorded accurately in HMIS	
Total number of beds entered is correct	

Document Signatures			
Name	Description	Signature	Date
Program Manager	By signing & initialing this document, I acknowledge that I have reviewed and approve all the data captured within the reports listed above.		
Executive Director	By signing this document, I acknowledge that I have reviewed and approve all the data captured within the reports listed above.		

**EXHIBIT I
CONSUMER SATISFACTION SURVEYS - ENGLISH**

Agency Name: _____ Project Name: _____
Grant Number: VA _____

Arlington County Continuum of Care
2018 Consumer Satisfaction Survey

Your answers are anonymous and your individual responses will not be shared with anyone. If you prefer to complete this survey on-line, please speak to a staff person at your program. There is a comments section at the end. Please feel free to comment on any of the questions.

1. Have you already completed this survey on-line?
 Yes – please do not complete this survey again No

2. How long have you been in the program? (Check one)
 Less than 1 month 1 to 6 months 7-12 months 13 months to 1 ½ years
 More than 1 ½ years

3. These are the services I receive:
 Employment Substance Abuse Medical Mental Health Services Educational
 Case Management Services HIV Prevention Education Other _____

- 3a. Are your service needs being met in this program? (Check one)
 Always Most of the Time Some of the Time Never

- 3b. These are the services I need, but I don't receive:
 Employment Substance Abuse Medical Mental Health Services Educational
 Case Management Services HIV Prevention Education Other _____

- 3c. How is this program meeting or not meeting your needs?

4. If you have requested a referral to other programs/services, did you receive the referral requested?
 Yes No N/A

- 4a. If you did not receive a referral, why didn't you get it?

5. Are you treated with dignity and respect by the staff of this program?
 Always Most of the Time Some of the Time Never

6. Do you feel that you can make decisions about what happens to you in this program?
 Always Most of the Time Some of the Time Never

**EXHIBIT I
CONSUMER SATISFACTION SURVEYS – ENGLISH (CONTINUED)**

Agency Name: _____ Project Name: _____

Grant Number: VA _____

7. Have you had the chance to give input into how the program is run (for example: consumer advisory board or tenants' council, grievance procedure, suggestion boxes, consumer involvement in agency/board membership)?

Yes No

8. Do you feel safe in this program/facility?

Always Most of the Time Some of the Time Never

9. Is the program's facility clean and well maintained?

Always Most of the Time Some of the Time Never

10. When you have a problem or complaint, is a staff person available to help you?

Always Most of the Time Some of the Time Never

11. Has the quality of your life improved since you entered this facility or program?

Greatly Somewhat Stayed the same Gotten worse

Please Explain:

12. Is your personal information kept private?

Yes No

13. Does staff in the program speak your language or has the program provided translators who speak your language?

Yes No N/A

14. Is there sensitivity to your cultural needs (for example: accommodating food habits, dress, other beliefs and practices)?

Yes No

15. This is what I like about the program / facility...

16. This is what I wish were different about the program / facility ...

Any other comments?

Thank you for participating in this survey! Your opinion matters.

**EXHIBIT I
CONSUMER SATISFACTION SURVEYS – SPANISH**

Agency Name: _____ Project Name: _____
Grant Number: VA _____

**Arlington County Continuum of Care
Encuesta de Satisfacción de Clientes para el 2018**

Sus repuestas son anónimas y no serán compartidas con el proveedor de servicios. La sección final de esta encuesta esta reservada para sus comentarios. Invitamos sus comentarios sobre cualquiera de estas preguntas.

1. Cuanto tiempo ha estado en el programa? (Marque Uno)
 Menos de un mes 1 a 6 meses 7 a 12 meses
 13 meses a uno año y medio, 1 ½ Más de uno año y medio, 1 ½

2. Estos son los servicios que yo recibo:
 Empleo Abuso de Alcohol o Drogas Salud Medica Servicios de Salud Mental Educacional
 Servicios de Trabajador Social Educación para Prevención de VIH/SIDA Otros _____

- 2a. Alcanzan sus necesidades los servicios proveídos en este programa? (Marque Uno)
 Siempre La mayoría del tiempo Algunas veces Nunca

- 2b. Estos son los servicios que necesito, pero no recibo:
 Empleo Abuso de Alcohol o Drogas Salud Medica Servicios de Salud Mental Educacional
 Servicios de Trabajador Social Educación para Prevención de VIH/SIDA Otros _____

- 2c. Como está este programa alcanzando o no alcanzando sus necesidades?

3. Si usted ha solicitado una referencia a otros programas o servicios, recibió la referencia que solicitó?
 Sí No N/A

- 3a. Si no recibió una referencia, por que no?

4. Le tratan a usted con dignidad y respeto los empleados de este programa?
 Siempre La mayoría de el tiempo Algunas veces Nunca

5. Siente usted que puede hacer decisiones sobre lo que le pasa a usted en este programa?
 Siempre La mayoría de el tiempo Algunas veces Nunca

EXHIBIT I
CONSUMER SATISFACTION SURVEYS – SPANISH (CONTINUED)

Agency Name: _____ Project Name: _____
Grant Number: VA _____

6. Ha tenido la oportunidad de plantear ideas sobre la operación de este programa (por ejemplo: Junta Consejera de Consumidores o Cónsul de Inquilinos, proceso de quejas, caja de sugerencias, participación de consumidores con la agencia/miembro de la junta directiva)?

Sí No

7. Se siente seguro en este programa/facilidad?

Siempre La mayoría de Tiempo Algunas veces Nunca

8. Está la facilidad del programa limpio y bien mantenido?

Siempre La mayoría de el Tiempo Algunas veces Nunca

9. Cuando usted tiene un problema o una queja, encuentra a un empleado disponible para ayudarle?

Siempre La mayoría de el Tiempo Algunas veces Nunca

10. Ha mejorado su calidad de vida desde que entro a esta facilidad o programa?

Mucho Algo Se Mantiene Igual Está Peor

Por favor explique:

11. Se mantiene privada su información personal?

Sí No

12. Los empleados del programa hablan su idioma o el programa provee traductores que hablen su idioma?

Sí No no aplica

13. Los empleados demuestran sensibilidad a sus necesidades culturales (por ejemplo: complacer su hábito de comida, vestuario, otras creencias o prácticas)?

Sí No

14. Esto es lo que me gusta del programa o facilidad...

15. Esto es lo que yo desearía que fuera diferente del programa o facilidad ...

Cualquier otro Comentario?

Gracias por participar en esta encuesta, su opinión importa.

EXHIBIT J DOMESTIC VIOLENCE QUARTERLY Annual Performance Report

Domestic Violence Shelter – Safehouse Quarterly Annual Performance Report Template

Enter counts for the following indicators:

Total Number Served	Arlington Residents		Non-Arlington*	
	Singles	Families	Singles	Families
Persons Served				
Family Households				
Veterans				
Chronically Homeless				
Transitional Aged Youth (TAY)				
# TAY who are Head of Household +				

Occupancy		Formula(s)	
Utilization Rate			# bednights all indy in period/(15 beds x # days in period) – Includes Non-Arlington HHs*
Length of Stay (LOS)			
Median length of stay for leavers (months)		=	median LOS days of persons/30 days per month
Exit to Housing			
Total Number of Exits by Individuals			
Total Number of Exits by Adults			
Total Exits to a Permanent Destination		=	total PH/total exits (by individual)
Total Exits to a Temporary Destination *		=	total temporary/total exits (by individual)
Total Exits to an Institutional Setting		=	total institutional/total exits (by individual)
Total Exits to another Destination		=	total other/total exits (by individual)
Income at Exit			
Employment Rate at Exit		=	total employed/total adult exits
Maintained or Increased cash income at exit		=	total maintained or increased income/total adult exits
ANY Cash income (SSI, SSDI, etc.)		=	total any cash income/total adult exits
Receipt of Benefits			
Food Stamps/SNAP at Exit		=	total food stamps/adult exits
Any Non-Cash Benefit at Exit		=	total any non-cash benefit/total adult exits

*Non-Arlington households defined as households sheltered from out of jurisdiction and other jurisdiction provides case management services.