

SUMMARY OF MEMORANDUM OF UNDERSTANDING

GRANTEE:	Northern Virginia Family Service 10455 White Granite Drive, Suite 100 Oakton, VA 22124 Telephone: (571) 748-2500
SUBGRANTEE:	Thurman Brisben Center 471 Central Road Fredericksburg, VA 22401 Telephone: (540) 899-9853
PRIME GRANT NUMBER:	
FUNDING AGENCY:	Virginia Department of Housing and Community Development (DHCD)
PROJECT TITLE:	Fredericksburg Regional Continuum of Care Coordinated Assessment Project
MOU AMOUNT:	\$9,369.00
PERIOD OF PERFORMANCE OF MOU:	July 1, 2018 – June 30, 2019
PERIOD OF PERFORMANCE OF PRIME CONTRACT:	July 1, 2018 – June 30, 2019
SUBGRANT TYPE:	Fixed-Price

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTHERN VIRGINIA FAMILY SERVICE
And
THURMAN BRISBEN CENTER
Grant Number _____**

This Memorandum of Understanding under **Prime Grant Number _____** ('Prime Grant') awarded by the Virginia Department of Housing and Community Development (DHCD) ('Grantor') is entered into by and between Northern Virginia Family Service ('Grantee'), a non-profit organization organized and existing under the laws of Virginia, having its principal place of business at 10455 White Granite Drive, Suite 100, Oakton, VA 22121, and Thurman Brisben Center ('Subgrantee'), a non-profit organization organized and existing under the laws of Virginia, having its principal place of business at 471 Central Road, Fredericksburg, VA 22401.

1. PERIOD OF PERFORMANCE

1.1 This MOU shall come into effect on the date and the year written below the signatures of the Parties' duly authorized representatives.

1.2 The Subgrantee shall begin carrying out the Services, detailed in Appendix A ("Services"), on July 1, 2018.

1.3 The period of performance shall be as follows unless earlier altered or terminated as provided for in this MOU: From July 1, 2018 through June 30, 2019.

2 NOTIFICATIONS AND CORRESPONDENCE

2.1 All notifications or correspondence involving contractual or financial matters, other than invoice submittal shall be addressed to the following:

Grantee: Stephanie Berkowitz President and CEO Northern Virginia Family Service 10455 White Granite Drive, Suite 100 Oakton, VA 22124 Telephone: (571) 748-2506 Email: sberkowitz@nvfs.org	Subcontractor: N. David Cooper Executive Director Thurman Brisben Center 471 Central Road Fredericksburg, VA 22401 Telephone: (540) 899-9853 Email: dcooper@brisbencenter.org
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2.2 All notifications or correspondence involving invoice submittal shall be addressed to the following:

Grantee: Northern Virginia Family Service 10455 White Granite Drive, Suite 100 Oakton, VA 22124 Telephone: Email:	Subcontractor: Thurman Brisben Center 471 Central Road Fredericksburg, VA 22401 Telephone: (540) 899-9853 Email:
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2.3 All notifications or correspondence regarding programmatic matters shall be addressed to the following:

Grantee: Northern Virginia Family Service 10455 White Granite Drive, Suite 100 Oakton, VA 22124 Telephone: Email:	Subcontractor: Thurman Brisben Center 471 Central Road Fredericksburg, VA 22401 Telephone: (540) 899-9853 Email:
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2.4 All notices (including project management, program services, and payment, etc.) shall be sent in a reasonable manner, including but not limited to electronic mail, overnight courier, or certified or registered mail to the addresses set forth herein. Any such notice shall be effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

3. ESTIMATED COST AND PAYMENT

3.1 Payment and payment procedures under this MOU are set forth in Appendix D ("Payment and Payment Procedures").

3.2 The approved budget, attached to this document as Appendix C ("Budget") includes estimated cost by line item for performing the Services specified in this MOU. Grantee shall not reimburse Subgrantee for any costs incurred not shown in the Budget.

4. ENTIRE MOU

4.1 Both Parties acknowledge that the following documents attached hereto shall be deemed to form an integral part of this MOU:

Appendix A: Services

Appendix B: Deliverables

Appendix C: Budget

Appendix D: Payment and Payment Procedures

Appendix E: Prime Grant Special Conditions - Incorporated Clauses

4.2 Both Parties acknowledge that they have read and understood this MOU and Appendices A through E and agree to be bound by those terms. Both Parties agree that this MOU and Appendices A through E constitute the entire MOU between the Parties hereto which supersedes all prior MOUs, written or oral, relating to the subject matter of this MOU. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

5. INCORPORATION OF THE PRIME GRANT

5.1 Subgrantee assumes responsibility for abiding by the eligibility requirements, non-discrimination clauses, and other specifications of the Prime Grant Special Conditions. Applicable portions of the Prime Grant Special Conditions are incorporated herein by reference in Appendix E, "Prime Grant Special Conditions - Incorporated Clauses."

6. SCOPE OF WORK

6.1 Subgrantee shall perform the services under this MOU as set forth in Appendix A ("Services") and in compliance with the applicable professional industry standards and with the requirements of the Prime Grant.

6.2 No change in the scope of work as described under Appendix A, Services, shall be made without the express written authorization of Grantee. Subgrantee shall make all claims for changes within thirty (30) calendar days of the date that Subgrantee anticipates any changes. Out of scope services performed by Subgrantee without such written authorization shall be at the Subgrantee's sole risk and expense. In the event of a dispute relating to a change, the dispute shall be addressed in accordance with the Disputes provisions of this MOU. Pending final resolution of the dispute, Subgrantee shall proceed with Services under this MOU.

7. REPORTING

7.1 Subgrantee shall furnish all reports and deliverables as set forth in Appendix B ("Deliverables").

7.2 For the purpose of programmatic monitoring, upon request by Grantee, and within thirty (30) days of such request, Subgrantee shall provide to Grantee supporting

documentation of deliverables achieved in connection with work performed under the Prime Grant and this MOU, including but not limited to: records of the numbers of clients served and cases handled, case summaries, case outcomes, case files, attorney time sheets, and other documentation and evidence of clients served and outcomes achieved related to cases reported under this MOU. This documentation may be redacted by Subgrantee to preserve attorney-client privilege according to professional standards. Grantee shall not furnish this supporting documentation to any party other than representatives of Grantee and Subgrantee without seeking permission of Subgrantee and receiving such permission within a reasonable time thereafter.

7.3 For the purpose of programmatic monitoring, upon request by Grantee, and within thirty (30) days of such request, Subgrantee shall allow representatives of Grantee to inspect Subgrantee's records and files relating to Services provided under this MOU and this Prime Grant in order to ensure compliance with this MOU and the Prime Grant. Records relating to services that are subject to review include but are not limited to: records of the numbers of clients served and cases handled, case summaries, case outcomes, case files, attorney time sheets, and other documentation and evidence of clients served and outcomes achieved. This documentation may be redacted by Subgrantee to preserve attorney-client privilege according to professional standards.

7.4 If the Grantee concludes that any of the Services provided by the Subgrantee fail to meet the requirements of the Prime Grant and this MOU, Grantee shall notify Subgrantee of such fact, stating the nature of the defect or deficiency. Should such a dispute arise, the parties agree that they will negotiate in good faith in an effort to resolve the dispute.

8. BILLING

8.1 Subgrantee shall bill Grantee for work performed in connection with the Prime Grant and this MOU in accordance with procedures described in Appendix D ("Payment and Payment Procedures").

8.2 For the purposes of financial monitoring/oversight, upon request by Grantee, and within thirty (30) days of such request, Subgrantee shall provide to Grantee supporting documentation of any and all reimbursable charges under the Prime Grant and this MOU,

8.3 All bills for all costs reimbursable under the Prime Grant and this MOU shall be furnished by Subgrantee to Grantee within a reasonable period of time after the relevant period of performance.

9. PAYMENTS

9.1 Grantee shall make payments to Subgrantee for work performed in connection with the Prime Grant and this MOU in accordance with procedures described in Appendix D (“Payment and Payment Procedures”).

9.2 Payments by Grantee shall not exceed the total cost reimbursable amount of this MOU without express written consent by Grantee’s Executive Director. Any request by Subgrantee for payments in excess of the total cost reimbursable amount of this MOU will be made in writing to Grantee and include a written estimate of additional costs, proposing a new limitation figure and giving appropriate supporting data. Such request will be made to Grantee at least thirty (30) days in advance of incurring any such additional expenses.

9.3 Grantee is responsible for paying Subgrantee for reimbursable costs that fall within the Period of Performance of this MOU or until the total cost reimbursable amount of this MOU has been paid to Subgrantee, whichever occurs first.

10. TERMINATION

11.1 In the event that the Subgrantee fails to fulfill any obligations under this MOU, Subgrantee must make all attempts to remedy such failure within a reasonable time after becoming aware of this breach or of being notified of this breach by Grantee, or within any further period as the Grantee may approve in writing.

10.2 Grantee may terminate this MOU in whole or in part, by written notice of termination to the Subgrantee if all attempts to remediate any material failure to fulfill obligations under this MOU within a reasonable time do not cause remediation that would allow Grantee to fulfill its obligations under the Prime Grant. If such a situation arises, both parties agree that they will fully negotiate with one another in good faith.

10.3 Upon termination of this MOU due to Subgrantee failure to fulfill obligations, Grantee will pay Subgrantee only for Services delivered and accepted up to the effective date of termination. All costs reimbursed to Subgrantee shall not exceed the total amount of this MOU.

11. INDEMNIFICATION

11.1 Both parties hereby indemnify the other party for any damages or injury that may be sustained in connection with or as a result of their performance, or the performance of their officers, directors, employees and agents attributable to their services rendered under terms of this MOU. Furthermore each party agrees to indemnify and hold the other party harmless from any liabilities, actions, damages, claims, demands, judgments, losses and attorney’s fees arising from, or related to, any pending suit, threatened or contemplated action, suit or proceeding attributable to their services rendered under terms of this MOU.

12 INSURANCE

12.1 Subgrantee shall maintain insurance necessary to cover its work in connection with Services provided under this MOU and the Prime Grant and to protect Grantee from any claims of loss that might arise in connection with services provided by Subgrantee under this MOU. This insurance includes but is not limited to: workers compensation insurance, commercial general liability insurance, and professional liability insurance.

12.2 If requested by Grantee, Subgrantee shall provide Certificates of insurance from its insurance carrier or agent as proof of the above required coverage and limits of liability, including expiration dates of coverage within thirty (30) days of such request. Coverage shall not be materially reduced or discontinued during the term hereof.

13 LICENSES AND PERMITS

13.1 Subgrantee shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse Subgrantee's failure to comply with the terms of this MOU.

14 DISPUTES

14.1 The Parties shall use their best efforts to settle amicably and informally all disputes arising out of or in connection with this MOU or its interpretation.

14.2 Any dispute between the Parties as to matters arising pursuant to this MOU that cannot be settled amicably within fifteen (15) days after receipt by one Party of the other Party's request for such amicable settlement may be first pursued before the American Arbitration Association. Pending resolution of any such dispute by settlement or final decision in Arbitration or otherwise, the Parties shall proceed diligently with the performance of the Services. All references to dispute procedures in Government clauses incorporated by reference shall be deemed to be suspended by this Clause.

15 ASSIGNMENT OR DELEGATION

15.1 Both parties agree that they shall not assign this MOU nor any rights or obligations herein, nor any of the Services without the other party's prior written consent.

16 COMPLIANCE WITH LAW

16.1 The parties shall indemnify each other for any liability, penalty or other Loss incurred or imposed by reason of a violation or asserted violation by one party of laws applicable to the Services under this MOU.

17 WAIVER

17.1 Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default. Any waiver must be in writing, designated as such, and signed by Grantee, and shall be applicable only to the extent set forth herein.

18 SEVERABILITY AND INDEPENDENT COVENANTS

18.1 If any covenant or other provision of this MOU is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provisions unless so expressed in this MOU.

19 JOINTLY OR COLLECTIVELY DRAFTED

This MOU shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against any Party.

IN WITNESS WHEREOF, Grantee and Subgrantee have caused this MOU to be signed by their duly authorized representatives on the dates below.

For and on behalf of Grantee: Northern Virginia Family Service

Signature _____

Name and Title _____

Date _____

For and on behalf of Subgrantee: Thurman Brisben Center

Signature _____

Name and Title _____

Date _____

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III. Appendices

APPENDIX A- SERVICES

I. Background

Northern Virginia Family Service (NVFS) will administer the Fredericksburg Regional Continuum of Care (FRCoC) Coordinated Assessment Project on behalf of the FRCoC to ensure that persons accessing the homelessness response system are assessed for the most appropriate resource and connected to emergency services, including homelessness prevention and emergency shelter, when appropriate. NVFS will ensure that coordinated assessment is easily accessible, and that assistance is allocated as effectively and efficiently as possible. Persons accessing coordinated assessment will be diverted whenever possible. NVFS will manage referrals made for those who are not able to be diverted.

This project will adhere to the *FRCoC Coordinated Entry Policies & Procedures* and *Virginia Homeless and Special Needs Housing Funding Guidelines 2018 – 2020*.

To implement this process, NVFS will hire 1 FTE Central Intake Coordinator, who will be responsible for the following:

- Reviewing vacancy reports from service providers.
- Managing intake line.
- Completing coordinated assessment tool in Google Forms.
 - Conducting a brief 5-10 minute conversation with the participant in order to complete the tool and to determine the appropriate next step.
 - Utilizing the diversion questions built into the coordinated assessment tool, working with participants to identify and follow-through on diversion options.
- Making appropriate referrals to emergency shelter, homelessness prevention, specialized services (e.g., for veterans or domestic violence survivors), or community resources.
- Prioritizing prevention referrals, scheduling prevention appointments, and giving the list of required documentation to the client.
- Maintaining referral log.
- Attending annual assessor trainings and monthly System Planning Committee meetings.

The Central Intake Coordinator will administer coordinated assessments during the highest volume call times, between the hours of 9am and 5pm, Monday through Friday.

II. Subgrantee's Scope of Work

In order to ensure that there are no gaps in services, Thurman Brisben Center (TBC) will use existing 24-hour staff to administer coordinated assessments when the Central Intake Coordinator is not on duty, including weeknights, weekends, holidays, sick days, vacation days, and training days:

- Weeknights: Monday-Friday, 5pm to 9am
- Weekends: Saturday-Sunday, all day
- Holidays: 10 days per year
 - New Year's Day
 - Martin Luther King's Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Floating Holiday
- Sick Days: Up to 15 days (120 hours) per year
- Vacation Days: Up to 15 days (120 hours) per year
- Training Days: up to 4 days (32 hours) per year

TBC will be responsible for the following:

- Completing coordinated assessment tool in Google Forms.
 - Conducting a brief 5-10 minute conversation with the participant in order to complete the tool and to determine the appropriate next step.
 - Utilizing the diversion questions built into the coordinated assessment tool, working with participants to identify and follow-through on diversion options.
- Making appropriate referrals to emergency shelter, homelessness prevention, specialized services (e.g., for veterans or domestic violence survivors), or community resources.
- Responding to follow-up questions by the Central Intake Coordinator.
- Attending annual assessor trainings.

TBC's after-hours administration of this project will adhere to the *FRCoC Coordinated Entry Policies & Procedures* and *Virginia Homeless and Special Needs Housing Funding Guidelines 2018 – 2020*.

APPENDIX B - DELIVERABLES

Thurman Brisben Center will be responsible for the following:

- Completing coordinated assessment tool in Google Forms.
 - Conducting a brief 5-10 minute conversation with the participant in order to complete the tool and to determine the appropriate next step.
 - Utilizing the diversion questions built into the coordinated assessment tool, working with participants to identify and follow-through on diversion options.
- Making appropriate referrals to emergency shelter, homelessness prevention, specialized services (e.g., for veterans or domestic violence survivors), or community resources.
- Responding to follow-up questions by the Central Intake Coordinator.
- Attending annual assessor trainings.

Note: There is no data entry requirement beyond completing coordinated assessments and referrals in Google Forms.

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APPENDIX C- BUDGET

Northern Virginia Family Service will provide a fixed-price stipend to Thurman Brisben Center each month, as outlined in the budget below.

January After-Hours Coverage	\$780.75
February After-Hours Coverage	\$780.75
March After-Hours Coverage	\$780.75
April After-Hours Coverage	\$780.75
May After-Hours Coverage	\$780.75
June After-Hours Coverage	\$780.75
July After-Hours Coverage	\$780.75
August After-Hours Coverage	\$780.75
September After-Hours Coverage	\$780.75
October After-Hours Coverage	\$780.75
November After-Hours Coverage	\$780.75
December After-Hours Coverage	\$780.75
Total	\$9,369.00

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APPENDIX D - PAYMENT AND PAYMENT PROCEDURES

Thurman Brisben Center will invoice Northern Virginia Family Service monthly for \$780.75 for the most recently-completed month. NVFS will remit payment within thirty (30) calendar days of receipt of the invoice.

January After-Hours Coverage	\$780.75
February After-Hours Coverage	\$780.75
March After-Hours Coverage	\$780.75
April After-Hours Coverage	\$780.75
May After-Hours Coverage	\$780.75
June After-Hours Coverage	\$780.75
July After-Hours Coverage	\$780.75
August After-Hours Coverage	\$780.75
September After-Hours Coverage	\$780.75
October After-Hours Coverage	\$780.75
November After-Hours Coverage	\$780.75
December After-Hours Coverage	\$780.75
Total	\$9,369.00

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APPENDIX E - PRIME GRANT SPECIAL CONDITIONS - INCORPORATED CLAUSES

Virginia HSNH Funding Guidelines 2018 – 2020, page 3:

Service Coordinator

One or more service providers may collaborate to provide specific services. In this case, DHCD contracts with the service coordinator. The service coordinator is a service provider in the collaboration. The application must clearly explain how the service providers will work together. Written agreements are required between service providers involved in the coordinated effort. Copies of the related written agreements or Memoranda of Understanding (MOUs) must be submitted as an attachment with the application. The service coordinator (grantee) assumes full responsibility for meeting all HMIS, reporting, record keeping, spending, and other program requirements. These responsibilities include monitoring each service provider included in the coordinated effort for program compliance.

Virginia HSNH Funding Guidelines 2018 – 2020, pages 18-19:

Centralized or Coordinated Assessment/Entry System

All CoCs/LPGs and DHCD homeless services grantees must use a local centralized or coordinated assessment/entry system. A local centralized or coordinated assessment/entry system is best practice for a housing-focused approach targeted to helping households experiencing homelessness quickly regain stability in permanent housing. This best practice is also essential to help divert, where possible, households seeking homeless services from shelter – preventing new cases of homelessness.

The following are standards of an effective coordinated entry system:

- Provides and documents problem-solving conversations to address the immediate housing crisis;
- Provides coordinated program participant intakes, assessments, and referral;
- Covers the entire CoC or local planning group geographic area;
- Affirmatively markets housing and support services regardless of race, color, national origin, religion, sex, age, familial status, or disability who are least likely to apply in the absence of outreach and maintains records of marketing activities;
- Provides easy access for individuals and families seeking housing or services;
- Provides a comprehensive and standardized assessment tool;
- Conducts regular evaluations to determine overall system effectiveness for process improvement measures;
- Has written standards that are low barrier for determining program eligibility, prioritization, and level of assistance;
- Provides training protocols and at least one annual training opportunity to organizations that serve as access points or otherwise conduct assessments