County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: 11/14/2025

Facets Cares, Inc
10700 Page Avenue – Building B
Fairfax, VA 22030

Attention: Joe Fay

Reference: Programs to Prevent and End Homelessness

Acceptance Agreement

Contract Number: 4400014269

This Acceptance Agreement signifies a contract award for Programs to Prevent and End Homelessness. The period of the contract shall be from November 15, 2025 through October 31, 2028, with two (2) additional two-year renewals as mutually agreed upon.

The contract award shall be in accordance with:

1) This Acceptance Agreement;

2) The attached Memorandum of Negotiations.

Note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Provide your Insurance Certificate according to Section 20 of the Contract within 10 days after receipt of this letter. All questions in regard to this contract shall be directed to the Contract Specialist, Arzoo Amiri, at 703-815-5960 or via e-mail at Arzoo.Amiri@fairfaxcounty.gov.

DocuSigned by:
Lee Ann Pender
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Lee Ann Pender, CPPB
Director/County Purchasing Agent

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS
RFP2000003702–Programs to Prevent and End Homelessness

The County of Fairfax (hereinafter called the County) and FACETS (hereinafter called the Contractor) hereby agree to the following in the execution of Contract **4400014269**. The final Contract contains the following documents listed in the order of precedence, with the highest priority being Item (a):

a. Any Amendments subsequently issued;
b. This Memorandum of Negotiations;
c. The Contractor's negotiation responses dated November 13, 2025, November 7, 2025, October 30, 2025, October 26, 2025, October 7, 2025, October 2, 2025, September 24, 2025, September 23, 2025, August 12, 2025, August 11, 2025, May 22, 2025 and May 6, 2025;
d. The Contractor's revised Technical and Cost proposals dated October 25, 2025, October 30, 2025, October 31, 2025 and November 13, 2025;
e. The Contractor's response to technical and cost clarifications dated September 23, 2024, November 7, 2024, November 22, 2024, February 24. 2025, and March 3, 2025;
f. County's Request for Proposal (RFP) 2000003702 and all Addenda;
g. The Contractor's Technical and Cost Proposal received in Bonfire February 7, 2024; and
h. County Purchase Orders.

In addition, the County and the Contractor agree to the following:

1. In accordance with RFP 2000003702 Paragraph 3, the initial contract period is November 15, 2025 through October 31, 2028 with two (2) two-year renewal options or as negotiated.

2. Contract Award Amounts: The County awards a total of **$6,633,520.91** as identified below:

   a. The County awards a total of **$6,295,621.58** for the following programs:

Program	Personnel	Operating	Administrative	Program Total
Bailey's PLQ	$281,385.15	$39,475.70	$48,129.13	**$ 368,989.98**
Bailey's Shelter	$1,338,997.69	$367,529.09	$255,979.02	**$ 1,962,505.80**
Home Connections	$57,257.02	$141,660.00	$29,837.55	**$ 228,754.57**
HP/RRH - Region 1	$534,980.42	$80,500.00	$92,322.06	**$ 707,802.48**
Hypothermia - Region 2	$434,362.79	$49,568.87	$72,589.75	**$ 556,521.41**
Hypothermia - Region 4	$449,944.89	$41,359.46	$73,695.65	**$ 565,000.00**
Next Steps Family Shelter	$593,583.27	$173,730.00	$115,096.99	**$ 882,410.26**
Outreach - Region 2	$238,529.79	$54,936.96	$44,020.01	**$ 337,486.76**
Outreach - Region 4	$239,358.69	$21,510.88	$39,130.43	**$ 300,000.00**
Homeless Healthcare Program- Region 2	$72,145.00	$11,525.00	$12,550.50	**$ 96,220.50**
Homeless Healthcare Program- Region 4	$72,145.00	$11,525.00	$12,550.50	**$ 96,220.50**
Medical Respite	$0.00	$0.00	$0.00	**$0.00**
Operation Stream Shield – Region 2	$154,932.81	$13,510.08 ($7,794.86 Reimbursables, $5,715.22 Equipment)	$25,266.43	**$193,709.32**
			Contract Total (12 month period)	**$6,295,621.58**

b. In addition to award amounts in Paragraph 2.a, the County awards one-time Start Up funds totaling **$208,879.17** and Incentive funds totaling **$129,020.16** as detailed below:

Program	One-Time Funds	Incentive Funds
Bailey's PLQ	$21,136.24	$14,759.60
Bailey's Shelter	$134,174.79	$78,500.23
HP/RRH - Region 1	$2,875.00	$0
Hypothermia - Region 2	$27,409.67	$22,260.86
Outreach - Region 2	$20,058.87	$13,499.47
Homeless Healthcare Program Region 2	$3,224.60	
Subtotals	**$208,879.17**	**$129,020.16**
Total	**$337,899.33**	

3. The County and Contractor agree to the following Payment Terms:

   a. Payment shall be due Net 15 days after receipt of a proper invoice, or acceptance of materials or services, whichever is later.

4. First Year Purchase Order: The initial Purchase Order will be issued for the budget period of November 15, 2025 to June 30, 2026. This will include the prorated budget value through June 30. Any one-time costs will be issued in full through June 30 period, unless otherwise planned and agreed.

   Change Order: Prior to June 30, HCD OPEH will initiate a change order for the balance of funding from July 1 – October 31. This will likely occur prior to May 31, as the new fiscal year budget authority posts to the financial system in May. This will not require a contract amendment, as the annual contract award will include the full-year funding.

   For Hypothermia only, PO would be established for the full award value for the period November 15, 2025- June 30, 2026. On July 1, 2026, a Change Order would be processed for an Extension of the Performance Period.

5. Budgeting and Invoicing Manual: The County will develop a Department of Housing & Community Development Budget and Invoicing Manual for HCD OPEH Contracts. Within sixty (60) days of the contract start date, the County will coordinate on any exceptions and/or modifications to the Manual which will be addressed through a mutually executed amendment to this Contract.

6. Equipment Purchase: Within sixty (60) days of the contract start date, the County and Contractor will coordinate on the development of contractual requirements that will be incorporated into the Contract through a mutually executed amendment. These requirements may address ownership of equipment purchased with County funds, inventory/reporting requirements, warranty, and disposition procedures.

7. Payment of Rent: Contractor understands and agrees that since, inter alia, timely payment of rent is critical to the purposes of the County's Permanent Supportive Housing programs, Contractor's compliance with its obligations to submit rent payments on time is a fundamental obligation the Contract.

   Accordingly, Contractor acknowledges and agrees that (a) the County may pay rent directly to the property owner whenever the County, in its sole discretion, deems it necessary to prevent eviction of a program participant, (b) in that situation, Contractor waives its right to receive such rental payments under the Contract, and (c) Contractor will exclude from its invoice(s) submitted under the Contract any rents paid directly to the property owner by the County and Contractor will not otherwise seek reimbursement for those costs.

Contractor will provide copies of each individual rental or master rental lease annually and related basic utility account information (electric, water, and gas) for such units. This will include an inventory of such units in operations with address, management company contact information, utility account details, etc.

8. For Homeless Prevention and Rapid Rehousing (HP/RRH) Region 1, the parties agree that any federal Emergency Solutions Grant (ESG) funds utilized in this program will result in the contractor of HP/RRH being determined as a Subrecipient. Both parties will execute a separate Subaward agreement detailing the federal funding requirements.

9. Transition Plan: The Contractor will coordinate with the County by establishing a structured transition plan that allows the Contractor to gradually assume responsibility for all programs and staff in an organized manner. The Contractor will take over full operations of the projects serving adult-only households in Human Services Region 2 from Fairfax County by December 31, 2025.

10. Reconciliation of Budgeted versus Actual Expenses: Program budgets as detailed in MON Paragraph 2.a reflect twelve-month budget periods. With the phased approach to the transitioning of Region 2 programs (MON Paragraph 9) from County oversight to the Contractor, both parties acknowledge that the County will be responsible for directly paying for expenses until the programs fully transfer to the Contractor. While the Contractor will start incurring costs prior to the full transition, both parties agree that the Contractor will not utilize the full twelve-month award allocation in the truncated period in which the County is overseeing operations. As such, both parties agree to coordinate a monthly reconciliation of budget versus actual expenses. This will establish an agreed amount for monthly invoicing less than the budget. The unused amount will support the operational costs funded and paid directly by the County. At the end of the transition period, the parties will finalize this budget adjustment to allow for a formal contract amendment and change order to reduce the budgets based on the agreed adjustment value. Such reconciliation between the Contractor and HCD will be completed within 45 days of the takeover of full operations of the projects or no later than February 15, 2026. This will establish the balance of funds available during fully operational months in the first year of the contract. Modifications to the program award budgets will then be addressed in a mutually executed amendment to this Contract.

11. Vehicle Lease versus Purchase Determination: Services as detailed in RFP 2000003702 require the Contractor to provide transportation typically through passenger vans. Within sixty (60) days of contract award, both parties will review and finalize whether the vehicle(s) will be leased or purchased by the Contractor. This determination will be addressed through a mutually executed amendment to this Contract.

12. Liability for Medical Respite: The Contractor acknowledged potential liability concerns as it relates to the Medical Respite Program. Within sixty (60) days, the parties will review potential risk liability and determine if modifications to this Contract are required. Any potential modifications will be addressed through a mutually executed amendment to this Contract.

13. Operation Stream Shield

    a. The Contractor agrees to operate Operational Stream Shield (OSS) Services in Human Service Region 2 (RFP 2000003702 Appendix D).

    b. Contractor will adhere to all Fairfax County OSS Policies and Procedures for Vendors and Participants as provided by the County. Updates to the aforementioned policies and procedures will be coordinated between County DPWES staff and the Contractor. Modifications impacting the Contractor’s cost or time required for performance will be coordinated with DPMM and may require modification of the contract through an amendment.

c. Payment Terms: Payment shall be due Net 15 days after receipt of a proper invoice, or acceptance of materials or services, whichever is later.

d. RFP 2000003702 Paragraph 18.3 (Reporting) is revised to incorporate the following additional reporting requirements for OSS and Expanded OSS.

   18.3.c For OSS/Expanded OSS Invoices, the Contractor will submit the following supporting documentation to substantiate amounts listed included on the invoice:

   i. Receipts for all Items that are reimbursable;
   ii. Mileage Logs; and
   iii. Supporting Documentation for any Vehicle Charges

e. Equipment Requirements: Contractor must create and maintain an inventory of any materials valued at over $50 that were purchased to support contractor operations for this Contract and paid for with County funds, including on a reimbursement basis. Inventory records must be made available upon request to the County. At the end of the contract (or upon termination), the county must receive all tools purchased for OSS that are in usable condition (defined as not torn or dented). Any return must occur within 30 days of contract expiration or termination; however the Purchasing Agent may require a shorter or longer period in their discretion. MATERIALS PURCHASED FOR CLIENT CONSUMPTION ARE NOT SUBJECT TO THIS REQUIREMENT. This clause will survive expiration or termination of the contract.

f. The Contractor agrees that work cancelled and not subsequently rescheduled shall not be billed by the Contractor.

g. OSS Implementation Plan: The Contractor will coordinate with the County in establishing a structured implementation plan that allows the Contractor to establish full operations by January 1, 2026. In the event the Contractor can start services before January 1st, the Contractor will coordinate with the County on a revised implementation date.

ACCEPTED BY:

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Joe Fay
Executive Director
FACETS

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Lee Ann Pender
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Lee Ann Pender, CPPB
Director, County Purchasing Agent