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 Cornerstones, Inc (hereinafter called the Contractor) hereby agree to the following in the execution of Contract **4400014270**. 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 response to technical and cost clarifications dated September 25, 2024, December 20, 2024, February 21, 2025, and March 18, 2025;
d. The Contractor's negotiation responses dated November 13, 2025, November 10, 2025, October 28, 2025, September 3, 2025, August 29, 2025, August 20, 2025, August 7, 2025, August 6, 2025, June 4, 2025, May 20, 2025, May 7,2025 and April 25, 2025.
e. The Contractor's revised Cost proposals dated November 10, 2025, August 29, 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 **$3,957,796.16** for the following programs as identified below:

Program	Personnel	Operating	Administrative	Program Total
Embry Rucker Shelter	$1,595,148.94	$260,270.00	$278,312.27	**$ 2,133,731.21**
Homeless Healthcare	$64,004.20	$10,600.00	$11,190.63	**$ 85,794.83**
HP/RRH - Region 3	$269,651.75	$294,476.25	$84,619.20	**$ 648,747.20**
Hypothermia - Region 3	$192,720.04	$11,400.00	$30,618.01	**$ 234,738.05**
Medical Respite Program	$0.00	$7,915.00	$1,187.25	**$ 9,102.25**
Outreach - Region 3	$230,981.56	$19,265.00	$37,536.98	**$ 287,783.54**
Operational Stream Shield (OSS) (Human Service Regions 2)	$149,761.04	$53,440.00 ($37,600 Reimbursables, $15,840 Equipment)	$14,573.20	**$217,774.24**
Operational Stream Shield (OSS) Expanded Services (Human Service Regions 2 and 3)	$262,218.00	$57,620 ($40,700.00 Reimbursables, $16,920 Equipment)	$20,286.84	**$340,124.84**
			Contract Total (12 month period)	**$ 3,957,796.16**

Department of Procurement and Material Management
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Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

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

   a. Payment shall be due Net 10 days after receipt of a proper invoice, or acceptance of materials or services, whichever is later.

4. 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.

5. First Year Purchase Order: The initial Purchase Order will be issued for the budget period of November 15, 2025 – 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.

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, Homelessness Prevention and Rapid Rehousing, and Emergency Shelter (including Adult Protective Services apartments) 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 3, 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. Medical Respite Program: The County awards the Medical Respite Program (RFP 2000003702, Paragraph 5.7) as detailed in Memorandum of Negotiations (MON) Paragraph 2 above. As the funds for this program will be paid by the Fairfax County Department of Housing and Community Development (HCD), the County will coordinate with the Contractor to combine the funds for this program under the Embry Rucker Shelter budget. The combined total for these two programs will

be $2,142,833.46 and will be addressed through a mutually executed amendment to this Contract. It is the intent that the combined total will not be separately invoiced.

10. Operation Stream Shield:

a. The Contractor agrees to operate Operational Stream Shield (OSS) Services in Human Service Region 3 (RFP 2000003702 Appendix C) and Expanded Operation Stream Shield in Human Service Regions 2 and 3 (RFP 2000003702 Appendixes B and C).

b. Revised Scope Expanded OSS (RFP 2000003702 Paragraph 5.8.d.): The Scope of Services for OSS Expanded Services are revised as indicated below:

I. Region 2: Expanded Services in Region 2 reflect only Task 2.b under the RFP General Scope of the Work Being Conducted for Expanded OSS Tasks, which is to remove bags from Traditional OSS worksites specifically in Region 2. Other Tasks as delineated in the RFP General Scope of the Work Being Conducted for Expanded OSS Tasks do not apply to this award.

II. Region 3: Expanded Services in Region 3 reflect the following awarded Tasks under RFP General Scope of the Work Being Conducted for Expanded OSS Tasks:

i. Task 1: Norman Cole Wastewater Plan;
ii. Task 2.b Remove bags from Traditional OSS worksites in Region 3;
iii. Task 5: Snow Removal

Other Tasks as delineated in the RFP General Scope of the Work Being Conducted for Expanded OSS Tasks do not apply to this award.

c. 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.

d. Payment Terms: Payment shall be due Net 10 days after receipt of a proper invoice, or acceptance of materials or services, whichever is later.

e. 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. Initial Copy of Lease Agreement for Vehicles utilized for contracted services.

f. 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.

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

h. OSS Background Check Requirements: All individuals assigned to work at the Noman Cole site under the Expanded OSS program are required to complete a Level 2 background check prior to beginning any work activities. The Contractor will be responsible for obtaining the required Level 2 background check. Individuals with a record of a sexual offense are not permitted to participate in work at the Noman Cole facility under this contract. This requirement applies only to assignments performed at the Noman Cole site and does not extend to other work locations covered under this agreement.

ACCEPTED BY:

11/14/25

Cornerstones, Inc. Ann Hernandez, Sr. Dir Finance

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