

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 230-11-EP
AMENDMENT NUMBER 15**

This **Amendment Number 15** is made on **October 8, 2020** by the County and amends Agreement **Number 230-11-EP** ("Main Agreement") dated **June 16, 2011** between **Doorways for Women and Families, d.b.a. Doorways** ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

AMEND EXHIBIT A, SCOPE OF WORK, SECTION IV. SERVICES BY CONTRACTOR BY ADDING THE FOLLOWING PARAGRAPH:

13. One-time supplemental funding in a not to exceed amount of \$50,000 is available to the Contractor to fund emergency hotel lodging for individuals escaping domestic violence. The Contractor will make use of this one-time supplemental funding to house domestic violence (DV) survivors in hotels, for temporary and short-term emergency housing, until DV survivors can safely be relocated to permanent housing destinations or placed into long-term shelter in accordance with the Federal Conditions for Subrecipients of Cares Funding (Attachment A). The Contractor shall make all efforts to prioritize and utilize all other available revenue streams for emergency hotel needs before drawing down this one-time supplement. The Contractor shall submit monthly invoices for reimbursement accompanied by monthly reports on the utilization and outputs of these funds. The Monthly Programmatic Report (Attachment B) shall be submitted by the 15th of the following month (November 15, December 15, etc.) until funds are exhausted.

All other terms and conditions of the Main Agreement and its amendments remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DOORWAYS FOR WOMEN AND FAMILIES

AUTHORIZED DocuSigned by:
SIGNATURE: *Kaylin Schreiber*
2513E560ZA3A4DE...
NAME: Kaylin Schreiber
TITLE: Procurement Officer
DATE: 10/20/2020

AUTHORIZED DocuSigned by:
SIGNATURE: *Maureen K Devine*
D9337E257D1A4C4...
NAME: Maureen Devine-Ahl
TITLE: Interim President & CEO
DATE: 10/19/2020

Attachment A

Federal Conditions for Subrecipient of Cares Funding

<i>(i) Subrecipient agency name (which must match the name associated with its unique entity identifier);</i>	Doorways for Women and Families
<i>(ii) Subrecipient agency's unique entity identifier (i.e. DUNS);</i>	199005174
<i>(iii) Federal Award Identification Number (FAIN) or Federal;</i>	TBD
<i>(iv) Federal Award Date;</i>	March 1, 2020 through December 30, 2020
<i>(v) Subrecipient agency Period of Performance Start and End Date;</i>	March 1, 2020 through December 30, 2020
<i>(vi) Amount of Federal Funds Obligated to the subrecipient agency by this action;</i>	\$50,000
<i>(vii) Total Amount of Federal Funds Obligated to the subrecipient agency;</i>	\$50,000
<i>(viii) Total Amount of the Federal Award committed to the subrecipient;</i>	\$50,000
<i>(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</i>	CARES Act - Coronavirus Relief Fund Program for State and Local Governments
<i>(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official</i>	Department of the Treasury
<i>(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;</i>	21.019 - Coronavirus Relief Fund;
<i>(xii) Identification of whether the award is R&D; and</i>	No
<i>(xiii) Indirect cost rate for the Federal Award</i>	N/A – Not eligible or billable
<i>Is the agency a subrecipient for the purposes of this agreement?</i>	Yes

CORONAVIRUS RELIEF FUND, SECTION 5001 CARES ACT

This Contract is funded in whole or in part by funds made available to the County under section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act. Therefore, the Contractor shall adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Health and Human Service awards as codified in 45 CFR Part 75 effective December 26, 2014, the HHS Grants Policy Statement. Additionally, as a subrecipient of the funds, the Contractor/Subrecipient shall adhere to the following provisions

1. The Contractor shall permit Arlington County to have access to the subrecipient's records and financial statements related to the Work.
2. The subrecipient shall comply with terms and conditions concerning closeout of the subaward.
3. The subrecipient shall comply with any additional requirements that Arlington County imposes on the subrecipient in order for Arlington County to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

The following provisions also apply this Contract:

1. EXECUTIVE PAY

The Contractor agrees that none of the funds paid through this Contract shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

(Sec. 202)

2. GUN CONTROL ADVOCACY

The Contractor agrees that none of the funds paid through this Contract may be used, in whole or in part, to advocate or promote gun control.

(Sec. 210)

3. LOBBYING

(a) The Contractor agrees that none of the funds paid through this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) The Contractor agrees that none of the funds paid through this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(Sec. 503)

4. ABORTIONS

(a) The Contractor agrees that none of the funds paid through this Contract, and none of the funds in any trust fund paid through this Contract, shall be expended for any abortion.

(b) The Contractor agrees that none of the funds paid through this Contract, and none of the funds in any trust fund paid through this Contract, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

(Sec. 506)

5. LIMITATIONS ON ABORTION FUNDING PROHIBITIONS

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(d)(1) The Contractor agrees it will not subject any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

(Sec. 507)

6. EMBRYO RESEARCH

(a) The Contractor agrees that none of the funds paid through this Contract may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of December 20, 2019, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

(Sec. 508)

7. PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

(a) The Contractor agrees that none of the funds paid through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(Sec. 509)

8. DISTRIBUTION OF INTENTIONALLY FALSE INFORMATION

The Contractor agrees that none of the funds paid through this Contract may be used to disseminate information that is deliberately false or misleading.

(Sec. 515(b))

9. PORNOGRAPHY

(a) The Contractor agrees that none of the funds paid through this Contract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(Sec. 520)

10. ACORN OR ITS AFFILIATES OR SUBSIDIARIES

The Contractor agrees that none of the funds paid through this Contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

(Sec. 521)

11. NEEDLE EXCHANGE

The Contractor agrees that none of the funds paid through this Contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

(Sec. 527)

12. PROPAGANDA

The Contractor agrees that none of the funds paid through this Contract shall be used directly or indirectly, including by subcontractors, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

(Sec. 718)

13. PRIVACY ACT

The Contractor agrees that none of the funds paid through this Contract may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

(Sec. 732)

14. CONFIDENTIALITY AGREEMENTS

(a) The Contractor agrees that it will not require employees or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(Sec. 742)

15. NONDISCLOSURE AGREEMENTS

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations,

rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
(Sec. 743)

16. UNPAID FEDERAL TAX LIABILITY

The Contractor agrees that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the Contractor and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
(Sec. 744)

17. CRIMINAL FELONY LIMITATION

The Contractor agrees that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
(Sec. 745)

18. CHIMPANZEES

The Contractor agrees that none of the funds paid through this Contract shall be used on any project that entails the capture or procurement of chimpanzees obtained from the wild.
(42 U.S.C. 289d note)

19. TRAFFICKING IN PERSONS

This Contract is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

(a) The Contractor, Contractor's employees, and any subcontractors or subcontractors' employees may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that this Contract is in effect;
- (2) Procure a commercial sex act during the period of time that this Contract is in effect; or
- (3) Use forced labor in the performance of this contract or subcontracts.

(b) Violations of the prohibitions in paragraph (a) include –

- (1) Those committed by the Contractor; or
- (2) Those committed by the Contractor's employee or a subcontractor through conduct that is either -
 - i. Associated with performance of this contract; or
 - ii. Imputed to the Contractor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

(c) The Contractor must inform Arlington County immediately of any information it receives from any source alleging a violation of paragraph (a).

(d) Definitions. For purposes of this Contract:

- (1) "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104))

20. WHISTLEBLOWER PROTECTIONS

The Contractor is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this Contract.

21. HUMAN SUBJECTS PROTECTIONS

If any activities under this Contract will involve human subjects in any research activities, the Contractor must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

22. FRAUD, ABUSE AND WASTE

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.

Attachment B

Monthly Programmatic Report

Organization Name: Doorways for Women and Families							
FY21 Monthly Programmatic Report	October	November	December	January	February	March	Total
<u>Clients Served</u>							
# of unduplicated residents provided with emergency hotel housing							0
Monthly average length of emergency hotel stay							0
	0	0	0	0	0	0	0

Unduplicated Demographics of Clients Served	October	November	December	January	February	March	Total
<u>Race</u>							
American Indian or Alaskan Native							
Asian							
Black or African American							
Native Hawaiian or Other Pacific Islander							
White							
Hispanic or Latino							
Other							
Don't Know/Declined to Answer							
<u>Age</u>							
Under 18							
18-24 years old							
25-39 years old							
40-60 years old							
60+ years old							
Don't Know/Declined to Answer							
<u>Residency</u>							
Arlington residents served							
Other residents served							
<u>Gender</u>							
Male							
Female							
Transgender							
Non-Binary							
Other							
Don't Know/Declined to Answer							
<u>Country of Origin</u>							
Add a row for every country of origin served							