

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 20-703-EP
AMENDMENT NUMBER 28**

This **Amendment Number 28** (“Amendment”) is made on **October 15, 2020** and amends **Agreement Number 20-703-EP** dated **July 14, 2009**, (“Main Agreement”) made between **Arlington Thrive** (“Contractor”) and the **County Board of Arlington County, Virginia** (“County”).

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

1. REPLACE CONTRACT AMOUNT PARAGRAPH WITH THE FOLLOWING:

During the COVID-19 pandemic period, the County may pay the Contractor additional payments based on the need for funds per the Tracking Sheet (Attachment C). If all funds are expended, services will end unless the contract is amended.

The County will pay the Contractor a one-time funding of \$1,125,000 for Eviction Prevention as reflected in the attached budget (Attachment A). The County will pay the Contractor in one lump sum upon execution of the amendment; the funds must be spent by December 30, 2020 and must be used in accordance with the Federal Conditions for Subrecipients of Cares Funding (Attachment E).

All current contract reporting requirements apply to the additional funding; in addition, the Contractor must collect eligibility documentation, as listed below, and track the spenddown of the funds separately. Funding may be used for rent, mortgages, and/or security deposits.

The Contractor must use the following forms, as applicable:

- Updated Services Application (Attachment D), which highlights the nexus to the COVID-19 pandemic;
- Multiparty Release of Information Form;
- Last month’s bank statement;
- Last month’s paystubs;
- Front page of lease and signature page or Shelter Verification Form; and
- Picture ID of client requesting assistance.

Forms will be sent electronically as separate files.

To access the Eviction Prevention Program funds, households must meet the following eligibility criteria:

1. Must be Arlington County residents who are at or below 80% of Area Median Income (AMI).
2. Must be referred by DHS’ Community Assistance Bureau or assisted directly through Arlington Thrive’s caseworker.

There is no maximum payment amount associated with these funds nor maximum number of times a household can receive assistance with these funds.

The Contractor must maintain a separate detailed ledger of accounts to track all Eviction Prevention expenditures paid for through this funding.

For Language Interpretation Services, the County will reimburse the Contractor up to \$1,000 for FY21 (Attachment B) on a quarterly basis after the end of each quarter. The Contractor must provide a separate quarterly invoice by the 15th day of the month after the quarter ends (October 15, January 15, April 15, and July 15). Each invoice must include a copy of the original invoice from the interpretation service provider as back-up documentation. 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.

For services rendered by the Contractor and accepted by the Project Officer, the County shall pay the Contractor a total of up to \$2,098,495.23. The County shall not pay the Contractor any other sum under this Agreement.

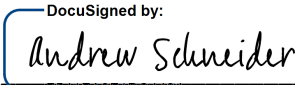
All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ARLINGTON THRIVE

SIGNED: 
 2513E5602ASA4DE...

SIGNED: 
 7541FA9F1BC4494...

PRINT NAME: Kaylin Schreiber

PRINT NAME: Andrew Schneider

TITLE: Procurement Officer

TITLE: Executive Director

DATE: 10/21/2020

DATE: 10/21/2020

ATTACHMENT A – Eviction Prevention Budget

Arlington Thrive - FY 2021 Budget		
	FTE	Total
Personnel:		
Total Personnel		\$ -
Non-Personnel:		
<u>One-time funding prioritized for Arlington Residents who are at or below 80% of AMI, meeting CARES Act (HUD) requirements</u>		
CARES Act Eviction Prevention Assistance Fund		\$1,012,500.00
Total Non-Personnel		\$1,012,500.00
Admin Cap Rate		10%
Admin Cap		\$112,500.00
Grand Total		\$1,125,000.00
County Board Amount		\$1,125,000.00
Admin Cap		
Operations Manager	0.36	\$40,000.00
Executive Director	0.44	\$50,000.00
Program Assistant	0.20	\$22,500.00
Total	1.00	\$112,500.00

ATTACHMENT B – Language Assistance Budget

Arlington Thrive - FY 2021 Budget		
Language Assistance		
	FTE	Total
Non-Personnel:		
Language Assistance		\$1,000.00
Total Non-Personnel		\$1,000.00
Grand Total		\$1,000.00

ATTACHMENT C – Tracking Sheet

FY 2021 Thrive Fund Balance			
Funds	Beginning Balance	Spent to Date	Ending Balance
CJ Funds	\$277,400.00	\$0.00	\$277,400.00
Daily Funds	\$140,767.00	\$0.00	\$140,767.00
Eviction Prevention Funds	\$1,012,500.00	\$0.00	\$1,012,500.00
Total	\$1,430,667.00	\$0.00	\$1,430,667.00

Household Name	Date Called CSC	DOB	Address	Zipcode	Phone Number	Amount Requested	Payment type	Current Housing Subsidy?	Notes	Amount Authorized	Social Worker	Application Date	Authorization Date	Funding Source	HH adults	HH children	Gender	Race	Ethnicity	Eviction Prevention?	90 Day Follow-Up	COVID Related	Mail Packet?	Check Cut Date	Lease in Name?
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Contractor must input weekly data directly in a shared document through ShareDrive.

ATTACHMENT D – Updated Services Application



ARLINGTON COUNTY • SERVICES APPLICATION (PLEASE PRINT CLEARLY AND LEGIBLY)

Please complete ALL of the following:

Today's date _____

Applicant's name _____

Address _____

Telephone: (Home) _____ (Work) _____ (Cell) _____

Have you served in any branch of the military? ___ Y ___ N Preferred Language: _____

LIST ALL HOUSEHOLD MEMBERS BELOW	SEX M/F	RACE	BIRTH DATE	RELATIONSHIP TO APPLICANT
1.				APPLICANT
2.				PARTNER
3.				
4.				
5.				
6.				
7.				

INCOME SOURCE	AMOUNT PER WEEK/MONTH	RECEIVED BY
Salary/Wages from work		
SSDI/SSI		
Unemployment		
Child Support		
TANF/General Relief		
Veteran or Pension benefits		
Other		
Other		
Total		

Impacts of COVID-19:

Please check the boxes that apply to you and your household:

- You were laid-off from your primary place of employment as a direct result of COVID-19.
- You had a reduction in income as a direct result of COVID-19.
- You are providing care for a family member or a member of your household who has been diagnosed with COVID-19.
- A child or other person in your household for which you have primary caregiving responsibility is unable to attend school or another facility that is closed as a direct result of COVID-19.
- You are unable to reach your place of employment (or commence employment) because of imposed quarantine or self-quarantine (at direction of health care provider) as a direct result of the COVID-19 public health emergency.
- You have become the breadwinner or major support for a household as a direct result of COVID-19.
- You had to quit your job as a direct result of COVID-19.
- Your place of employment is closed as a direct result of COVID-19.
- No COVID-19 related impact.

Services I am applying for are: _____.

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state or federal personnel as part of compliance monitoring.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (42 U.S.C. 5121-5207)

(Stafford Act):

Recipient agrees that if they receive further federal benefits for the same services received under this ERUC-CV program, the recipient will report receiving benefits within one (1) month of receipt of additional proceeds and/or benefits. If recipient fails to report additional federal benefits, then the Arlington County may require immediate repayment in full of the entire grant amount provided by Arlington County.

Applicant's signature: _____ Date: _____

Witness or Interpreter: _____ Date: _____

ATTACHMENT E – FEDERAL CONDITIONS FOR SUBRECIPIENT OF CARES FUNDING

<i>(i) Subrecipient agency name (which must match the name associated with its unique entity identifier);</i>	Arlington Thrive
<i>(ii) Subrecipient agency's unique entity identifier (i.e. DUNS);</i>	016448677
<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>	\$1,125,000
<i>(vii) Total Amount of Federal Funds Obligated to the subrecipient agency;</i>	\$2,225,000
<i>(viii) Total Amount of the Federal Award committed to the subrecipient;</i>	\$2,225,000
<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>	US Department of 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.