CONTRACT MODIFICATION AGREEMENT

Date: September 22, 2014
Contract Number: CVS-12-089-04
Modification Number: One

Issued By: Commonwealth of Virginia
            Department of Social Services
            Division of Community and Volunteer Services
            Office of Newcomer Services

Contractor: Church World Service

Commodity: Refugee Social Services (RSS)

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

Description of Modification:

1. The Commonwealth of Virginia Department of Social Services, in accordance with the Standard Contract referenced above, Section XI, Part B, Renewal of Contract, wish to renew the above referenced Standard Contract for 6 months. Church World Service period of renewal will be from October 1, 2014 through March 31, 2015.

2. The renewal award amount for Refugee Social Services (RSS) is $110,000.

3. Church World Service RSS Renewal contract is being modified to include a Corrective Action Plan that will serve as an addendum to the current contract Section V, Desired Services.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full effect.

Church World Service
By: [Signature]
NAME AND TITLE: [Signature] DIRECTOR DATE: 05/26/2014

Commonwealth of Virginia
Department of Social Services
By: [Signature]
NAME AND TITLE: Purchasing DATE: [Signature] 05/26/2014
**VIRGINIA OFFICE OF NEWCOMER SERVICES**

**PROPOSED PERFORMANCE GOALS**

**EMPLOYMENT**

**NAME OF APPLICANT:** Church World Service - Richmond  

**PROGRAM:** RSS _X_  

**PERIOD:** October 1, 2014 – March 31, 2015

<table>
<thead>
<tr>
<th>Metric</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated number of persons to be served with employment services</td>
<td>85</td>
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<tr>
<td>Number of all job placements</td>
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<tr>
<td>Average hourly wage of all job placements</td>
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<tr>
<td>Number of full time job placements that offer health benefits within 90 days after employment</td>
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</tr>
<tr>
<td>Number of jobs in which client placed is still employed 90 days after placement (Employment Retention)</td>
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</tr>
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</table>

Virginia Office of Newcomer Services  
September 2012
VIRGINIA OFFICE OF NEWCOMER SERVICES

PROPOSED PERFORMANCE GOALS

EMPLOYMENT

NAME OF APPLICANT:  Church World Service - Harrisonburg

PROGRAM: RSS  X

PERIOD:  October 1, 2014 – March 31, 2015

<table>
<thead>
<tr>
<th>Objective</th>
<th>Goal</th>
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</thead>
<tbody>
<tr>
<td>Unduplicated number of persons to be served with employment services</td>
<td>60</td>
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<tr>
<td>Number of all job placements</td>
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<td>Number of full time job placements</td>
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<td>Refugee Cash Assistance terminations due to earnings through job placements</td>
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<tr>
<td>Average hourly wage of all job placements</td>
<td>$10.40</td>
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<tr>
<td>Number of full time job placements that offer health benefits within 90 days after employment</td>
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</tr>
<tr>
<td>Number of jobs in which client placed is still employed 90 days after placement (Employment Retention)</td>
<td>32</td>
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</table>
**VIRGINIA OFFICE OF NEWCOMER SERVICES**

**PROPOSED PERFORMANCE GOALS**

**EMPLOYMENT**

**NAME OF APPLICANT:** Church World Service - Combined

**PROGRAM:** RSS  **X**

**PERIOD:** October 1, 2014 – March 31, 2015

<table>
<thead>
<tr>
<th>Goal Description</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unduplicated number of persons to be served with employment services</td>
<td>145</td>
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<tr>
<td>Number of all job placements</td>
<td>75</td>
</tr>
<tr>
<td>Number of full time job placements</td>
<td>69</td>
</tr>
<tr>
<td>Refugee Cash Assistance terminations due to earnings through job placements</td>
<td>0</td>
</tr>
<tr>
<td>Average hourly wage of all job placements</td>
<td>$10.30</td>
</tr>
<tr>
<td>Number of full time job placements that offer health benefits within 90 days after employment</td>
<td>66</td>
</tr>
<tr>
<td>Number of jobs in which client placed is still employed 90 days after placement (Employment Retention)</td>
<td>70</td>
</tr>
</tbody>
</table>
CORRECTIVE ACTION PLAN FOR THE CHURCH WORLD SERVICE
REFUGEE RESSETLEMENT PROGRAM IN VIRGINIA

Why Corrective Action is Necessary

This corrective action plan stems from issues pertaining to Church World Service's refugee resettlement program and operations in Virginia. The issues are based on the contract the agency has with the Department of Social Services/Office of Newcomer Services refugee resettlement program, and are:

1. Lack of an executive director to oversee CWS operations in Virginia, which ONS asserts has contributed to sub-par practices on the part of CWS operations, including delay in filling positions and inertia in communicating with ONS
2. Fiscal mismanagement
3. Inadequate and sub-standard English Language Training

1. Lack of an executive director

The most crucial and overarching non-compliance issue is that the program has functioned without a true executive director for the past two years, and has technically been out of compliance with contract requirements during that time. Specifically, there has been no program oversight of the program in Virginia. While it is true that CWS as an organization connects to Virginia through a state liaison at CWS' national office, that individual does not oversee the program on a day to day basis; neither does that position hold accountability for service delivery or direct operations. There is no one person that speaks for the contract.

ONS herein reiterates that the contract contains performance goals that are statewide, amounts to a singular approach to services delivery, unless otherwise specified, contains one budget, and one set of performance outcomes. CWS is viewed as, and indeed is, the contractor, not each individual office, and although ONS monitors, tracks, and evaluates operations at each local office, it ultimately assesses operations at the contract level. Mandated reports such as the Trimester Performance Report and Annual Service Plan must be submitted as contractor reports, with sign off by a person that can speak for the contract (an executive director). At statewide policy meetings, presence is required by contractors representing their program in Virginia, not by individual local offices. Finally, by federal code, service providers are to have quarterly consultations with the state office. These are to be conducted with persons (executive directors) that represent the contract and all operations within the state and who can speak on behalf of the contract.

All of the distinctions thus noted are mandated by the contract, but ONS also holds many of the recent deficiencies of the CWS program in Virginia can be attributed to, or have been exacerbated by, lack of executive oversight. These include fiscal mismanagement and inadequate and sub-standard English Language Services, as expressed below. The lack of oversight has created lapses in communications between the state office and CWS, as for example, when the State Coordinator wishes to include all Virginia program directors jointly for various reasons, such as policy meetings, need to know, follow-up on issues or reports. Lack of an executive director has also stifled ONS communications regarding issues or inquiries about the program or services, as for example, delays in filling positions, or feedback on monitoring conducted by this office.
Further, though the individual CWS offices have put together Refugee Dialogue Groups as part of the Virginia Refugee Resettlement Initiative, we believe the Dialogues in both Harrisonburg and Richmond can be strengthened with an executive director's oversight of their functioning.

2. Fiscal mismanagement
Management of monthly invoices and the expenditures therein is crucial for these to adequately reflect the contract budget, which in turn supports sound program operations and service delivery. ONS fiscal staff has reported numerous fiscal issues with CWS. Fiscal matters regarding the contract, including issuance of invoices, are routed through a CWS office in Elkhart, Indiana. At best, this routing is impractical. When it was necessary to make corrections because contracts did not reflect the contract or were incorrect, it complicated the ONS effort to have corrections made. It highlighted that the process did not include the oversight of one individual (an executive director), who might have prevented the errors in the first place, but could have expedited their correction once they did occurred.

3. Inadequate and sub-standard English Language Training
Learning English is essential for some refugees to get hired for any job, and to remain in some job. Even if refugees with poor English skills are able to get some employment, they are relegated to low-paying jobs that will never allow them to become self-sufficient. In Richmond, the CWS office currently has an arrangement with Commonwealth Catholic Charities for the provision of English language training for its clients.

ONS monitoring of CWS case files in 2013 and 2014 revealed overall shortcomings in documentation of ELT services. In many instances it was not possible to determine if clients were enrolled in ELT, whether they were active, and whether they completed courses. This is not acceptable. Even though CWS cannot guarantee outcomes and success of refugees served by another service provider, it is imperative that CWS staff know the status of every client referred to ELT, whether the client is actively participating, when the client completes a course, and if not, why not. Further, ultimately, progress in learning English by refugees resettled by CWS is their responsibility. Issuance of contracts for employment service is predicated on the contractor's ability to fulfill all mandates and satisfy all ONS requirements and standards for providing English Language Training, regardless of the arrangement for service delivery.

Corrective Action Plan

A. Office of Newcomer Services enters into a corrective action plan with Church World Service for six months, commencing on October 1, 2014 through March 31, 2015.

B. Corrective Action #1 Creation of an Executive Director position
CWS must formulate an Executive Director position for its operations in Virginia. The position description must include and describe the following oversight responsibilities:

- Responsibilities relative to the CWS contract with ONS, including renewals, modifications, budgets, invoicing, outcomes, service delivery, consultations
• Responsibilities for communication with the State Refugee Coordinator and
responsiveness to the State office
• Responsibilities relative to regular and ad hoc reports due to ONS
• Responsibilities relative to progress of the Richmond and Harrisonburg
Community Dialogues

Deliverables: The position description must be on file with ONS by October 1, 2014. The
position must be incorporated into the FY2015 contract staff budget submitted to ONS. A
person designated as executive director must be in place by November 1, 2015, with a person
fulfilling the functions of an executive director so named by CWS immediately

C. Corrective Action #2 Activities to assure accurate and reliable fiscal management

Effective immediately, the executive director will take an active role in execution and
submission of monthly contract invoices. That person will:
• Review each invoice prior to submission to ONS, thereby affirming that it is without
error
• Sign each monthly invoice prior to its submission to ONS
• Serve as the point of contact with ONS for any questions, inquiries, or follow-up
pertaining to invoices or contract expenditures

Deliverable: Correct and timely invoices constitute the deliverable

D. Corrective Action #3 Activities to assure that CWS offices meet ONS requirements for
the delivery of English Language Training (ELT)

In Richmond: CWS will enter into a Memorandum of Agreement (MOA) with Commonwealth
Catholic Charities to spell out terms of the service arrangement between the two offices. At a
minimum, the MOA will contain the following:
• A description of the referral mechanism and protocol for CWS refugees receiving
ELT services through CCC
• A description of the tracking mechanism and protocol for CWS refugees receiving
ELT services through CCC
• A description of the services to be rendered, including locations
• A description of responsibilities of CCC
• A description of responsibilities of CWS
• A description of the interagency communications protocol between the two
agencies

Deliverable: A copy of the MOA submitted to the State Refugee Coordinator no later than
November 15, 2014

E. Corrective Action #4 Oversight of position changes in contract staff

Deliverable: Commencing immediately, the Virginia executive director will file an e-mail report
to the State Refugee Coordinator or designee by 12:00 noon each week to confirm the
following re: staff positions in the Contract budget: 1. No change, 2. Change, with the change
identified. 3 (If applicable) Status in filling a position that is open and to be filled
F. Corrective Action #5 Oversight of Richmond and Harrisonburg Dialogues

Beginning immediately, the executive director will meet on a monthly basis with the facilitators of the Richmond and Harrisonburg Dialogues to discuss their progress. **Deliverable:** The executive director will include a brief summary of this meeting in the monthly corrective action report.

G. Reporting Deliverable: Monthly Status Report

**Deliverable:**
CWS will provide a monthly corrective action progress report to ONS

- **Due on the following dates:**
  - October report  November 5, 2014
  - November report  December 5, 2014
  - December report  January 6, 2015
  - January report  February 5, 2015
  - February report  March 7, 2015

- To include a brief summary of activities, progress, and comments if desired, in each of the corrective action areas, namely: Corrective actions 1 through 5
- To be signed and submitted to ONS by CWS Director of Immigration and Refugee Program, as well as the CWS Virginia executive director

End
Background

The immediate goal of refugee resettlement in the Commonwealth is the attainment of economic self-sufficiency at the earliest time possible; the Office of Newcomer Services (ONS) has a long-term goal of effective refugee integration into receiving and welcoming communities. It is in direct support of that long-term goal that the Office of Newcomer Services is launching a statewide, multi-year project called the Virginia Community Capacity Initiative (VCCI).

The foundational doctrine for the VCCI is the Virginia Refugee Resettlement Model (VRRM) which states the six guiding principles for comprehensive refugee resettlement in Virginia. All refugee resettlement offices under contract with ONS have this model as part of their contractual obligations to the Commonwealth of Virginia. (See "ONS/SRC Guidance Letter; Number 13-08; Date: November 19, 2013").

Refugee Dialogue

The mission of each Refugee Dialogue (RD) group is to help to sustain the ability of receiving communities in Virginia to plan, consult, and collaborate among its members and other relevant networks to welcome and integrate refugees who are resettled in those receiving communities.

The purpose of each Refugee Dialogue (RD) group is to intentionally, regularly and collaboratively examine all current and future issues and/or topics within its local community and/or region that directly promote and support the three primary goals of the VCCI.

The mission of each Refugee Dialogue (RD) group is to help to sustain the ability of receiving communities in Virginia to plan, consult, and collaborate among its members and other relevant networks to welcome and integrate refugees who are resettled in those receiving communities.

1. To promote successful refugee integration as a long-term strategy toward durable economic self-sufficiency and social and civic adjustment; and to create welcoming receiving communities for refugee groups resettled throughout Virginia.

2. To determine a capacity baseline for each receiving community's short and long-term ability to resettle refugees using the revised Virginia Refugee Resettlement Model & ONS Capacity Indicators.

3. To ensure the State Refugee Coordinator's Office has accurate & relevant information for its annual review and input into the Department of State's decision making process during its review of Reception and Placement Program abstracts submitted by national voluntary agencies' for its Virginia affiliates.

RD Deliverables

1: Submit quarterly reports to ONS on the activities and actions of the local RD group and this report is to be submitted by the host Refugee Resettlement Agency(ies).

2: Highlight (at least) one local program or initiative at each monthly meeting that supports one or more of the three VCCI goals stated in Article I and Article II.

3: Keep all 'stakeholders' aware of emerging issues of interests and/or concern relating to refugee resettlement and integration through whatever mechanism best suits your community.
4: Respond to ad hoc requests from the Office of Newcomer Services (ONS), as they may occur.

**Desired Services**

Part 400.140-400.156 of title 45 Refugee Social Services (RSS) of the Code of Federal Regulations enumerates those services that may be provided with RSS and TAP dollars. The services foster the idea of personal responsibility and promote the economic self-sufficiency of each refugee as soon as possible. For this reason, employment services that lead directly to employment are given first priority. (Reference Virginia Refugee Program Policy Manual @ www.dss.virginia.gov/family/ons for a more detailed description of refugee social services)

**A. Scope**

The sub-grantee must have a service model that specifically provides employment services designed to assist refugees in securing employment. The key program components of the model consist of employment services provided concurrently with English language training (ELT) to help refugees become employed. All services delivered will be to those refugees formally enrolled in employment services by the contractor, and subject to the refugee household’s Comprehensive Resettlement Plan. Such refugees are considered to be a part of Refugee Social Services Employment Program (RSSEP) which entails all services provided through Refugee Social Services (RSS) and the Targeted Assistance Program (TAP).

The scope of services and the services provided are identical for both RSS and TAP services.

**B. Case Management**

1. **Services**

   CM services consist of, but are not limited to outreach, linking refugees to available resources, advocacy, counseling/guidance, continuing assessment of the refugee and his/her families needs and/or problems and providing services accordingly, monitoring progress toward established goals and objectives, and ensuring that all services are provided and performed by the refugee.

   CM services focus on removing barriers; social adjustment; strengthening, supporting and promoting employment; helping refugees with their permanent status adjustment, ID card and employment authorization card; providing transportation, translation and interpretation services; and linking and/or helping refugees with utilization of other community services in order for the refugee to achieve and maintain economic self-sufficiency, family stability or well-being, and community integration.

2. **Case Manager**

   A case manager will be assigned to each refugee family or individual. Comprehensive case management requires that the service provider do the following:

   a. Have established linkages with existing community services providers; a strategy for maintaining those linkages and creating additional linkages based on the
client’s service needs; and a mechanism for linking the client with other community service providers.

b. Develop, jointly with the client and with each family member, a Comprehensive Resettlement Plan (CRP) that describes both the refugees’ overall needs for individual employment, English fluency, education, and health needs; and incorporates a method to measure and track progress in each area for that individual.

c. Review the needs of all individuals in the refugee household to ensure that service considerations address the entire household, and thereby facilitate and encourage the strength and well-being of the family.

d. Solicit input from all adult family members along the continuum of service delivery to bolster confidence and trust, assimilation into the community, and support sound-decision-making.

In addition, all case managers will a) utilize the CRP to guide the management process, and b) monitor all activities in relation to the fulfillment of the CRP. If a refugee has not achieved self-sufficiency after 12 months, a new CRP must be developed. The case manager, along with the refugee, identifies specialized, intensive services that will ensure independence and family stability as early as possible; and c) will maintain a case file for each refugee served and document services and assistance provided both in the case and in the Virginia Information Newcomer System (VNIS).

C. Core Employment Services (ES)
Employment services are to be provided concurrently with case management services with the express purpose of preparing refugees for employment. Preparation services should lead to job referrals that lead to job placements. After placement in a job, follow-up with the employee as well as the employer is important to ensure success on the job.

Employment services consist of the following: development of an individual employability plan for each employable adult, world-of-work and job orientation, job clubs, job workshops, job development, referral to job opportunities, job search, and job placement and follow-up.

a. Development of an individual employability plan as part of the Comprehensive Resettlement Plan outlined in this RFP. The employability plan serves as the foundation and outline for all proposed services. The employability plan is specific in enumerating barriers and obstacles to employment. It must incorporate strategies to be used to address barriers and a schedule that includes goal dates.

b. World of work and job orientation is the provision of employment-specific information and cross-cultural work experiences to individual refugees or groups of refugees. Topics center on familiarizing the refugee with the American workplace, and usually include: comparative work experiences, available employment services, finding a job and succeeding on the job. In Virginia, these services have often been termed “pre-employment training.” Regardless of the term used, orientation to world of work must entail the activities described here and utilize a written orientation curriculum.

c. Job clubs and job workshops are designed as support activities for persons who
need the guidance of a workshop leader to improve job-seeking skills. Workshops provide activities such as preparing job applications, resume writing, job seeking methods, interviewing techniques and other related job seeking skills.

d. **Job development** includes activities conducted on behalf of a particular refugee that are designed to locate suitable job openings for the individual and/or market the individual to employers. Activities also expand the number of potential employers for placements of refugees in full-time and part-time employment. Examples of job development activities might include resume writing, labor market analysis, and employer and client training on cross cultural differences on the job. After placement, an essential activity is an employer contact to assess employer satisfaction with refugee employees and to determine if additional assistance from the provider agency would improve employer satisfaction.

e. **Referral to job opportunities** is the act of bringing to the attention of an employer a participant who needs a job and/or informing the participant of a suitable opening with the employer. A job referral should provide complete information to the refugee about the job, including the type of work, wage, benefits, hours per week, and other requirements.

f. **Job search** is a supervised process that teaches job seeking skills and techniques and requires participants to actively seek employment. Examples of job search activities might include assistance in identifying types of employment to target and employers to contact, assistance in completion of job applications, job interview skills training, and arrangement of transportation to interviews. During job search, participants may also be assisted with filling out applications and development of resumes.

g. **Job placement** is an unduplicated placement in an unsubsidized job as a result of either: 1) a documented referral by the service provider made on behalf of an individual to the employer (direct agency placement), or 2) a specific employment service provided by the service provider, but for which no specific documented referral was made to the employer by the service provider (obtained placement).

h. **Job follow-up** consists of services to each refugee placed in employment and are designed to ensure employment retention. Follow-up is made at designated times and intervals with both the employee and the employer. Follow up must be an integral component of each refugee’s employability plan in order to establish degree of progress toward service objectives. It should be an interactive process with the refugee in order to obtain feedback that is meaningful toward the goal of adjusting the employability plan if necessary.

### D. Employability Services

Other services may also be provided in addition to the core employment services already mentioned. These include the following:

1. **Employability assessment services** including aptitude and skills testing;
2. **On the job training** when such training is provided at the employment site and is expected to result in full-time, permanent, unsubsidized employment with the employer who is providing the training;
3. **English language instruction** with an emphasis on English as it relates to obtaining and retaining a job;
4. **Vocational training** including driver education and training when provided as an individual employability plan;
5. **Skills recertification** involves helping a refugee obtain necessary professional refresher training and other recertification services in order to qualify to practice his or her profession in the United States when such training meets the criteria for appropriate training in Title 45, section 400.81(b) of the Code of Federal Regulations;
6. **Day care for children** when necessary for participation in an employability service, for the acceptance or retention of employment, and also when necessary for participation in a service other than an employability service;
7. **Transportation** when necessary for participation in an employability service or for the acceptance or retention of employment. Also when necessary for participation in a service other than an employability service;
8. **Translation and interpreter services** when necessary in connection with employment or participation in an employability service, and also when necessary for a purpose other than in connection with employment or participation in an employability service;
9. **Case management services** (stand alone), as defined in 45 CFR 400.2, for refugees who are considered employable and for recipients of TANF who are considered employable, provided that such services are directed toward a refugee’s attainment of employment and also when necessary for a purpose other than in connection with employment or participation in employability services; and,
10. **Assistance in obtaining Employment Authorization Documents.**

**E. English Language Training (ELT) / English as a Second Language (ESL)**

ELT/ESL services must be provided concurrently with employment services (ES). ELT/ESL instruction will be tied to the employment occupation objectives and will provide refugees the basic knowledge and literacy of vocational English that is necessary to obtain an entry-level job, maintain that job and compete for job advancement.

It is anticipated that the majority of newly arrived refugees will participate in ELT/ESL services. Therefore, each refugee’s English language level, oral and written, must be determined utilizing a standardized assessment test identified by the Center for Applied Linguistics (CAL), Virginia Department of Education’s (VDOE’s) Office of Adult Education and Literacy, Comprehensive Adult Student Assessment System (CASAS), or a comparable organization. Applicants must use the National Reporting System (NRS) scoring scale for the six NRS literacy levels to describe levels of ESL functions for clients.

All formal ELT/ESL training provided to refugees must use a state or nationally recognized and/or accredited curriculum and must be taught by a credentialed or comparably certified instructor for ELT/ESL.

*Note: ELT and ESL are used interchangeably and both acronyms are acceptable.*

**F.**

**G. Priority Order for Service Delivery**

For all clients provided either RSS or TAP services, services must be delivered in the following priority order:
1. All newly arriving refugees who have been in the United States for one year or less who apply for services;

2. Refugees on cash assistance (RCA), as well as refugees who are recipients of Temporary Assistance to Needy Families (TANF);

3. Unemployed refugees not on cash assistance; and

4. Employed refugees in need of services to retain employment, to attain job upgrades, or to attain economic independence.

In addition, all proposals must ensure that proposed programs will provide women the same opportunities as men to participate in all services funded under RSS and TAP.

H. Outcomes and Performance Measures

All proposed services to be delivered through this RFP are subject to outcomes and performance measures. Outcome goals are not simply targets; they are expectations of the measureable performance of service providers. All outcomes proposed by the applicant are subject to negotiation with ONS prior to the awarding of a contract.

1. Employment Services
   A.1. Outcome Goals
   There are five federally mandated outcome goals for the provision of Refugee Social Services and Target Assistance Program Social Services, as follows:

   1. Number of employment placements (placement of refugees in jobs.) For calculation purposes, a goal of full-time job placements is also required.
   2. Number of cash assistance terminations due to earnings.
   3. Average hourly wage at placement into a full-time job.
   4. Number of employment placements in which the refugee is employed at any job on the 90th day after initial placement.
   5. Number of employment placements offering health benefits.

   All sub-grantees must submit proposed annual outcome goals for each of the five indicators.

   A.2. Performance Standards
   In addition to outcome goals, service providers are responsible for meeting performance standards for employment services and for English Language Training. The standards represent targets indicative of effective service delivery that are deemed by Office of Newcomer Services to be reasonable and achievable.

   1. Number of job placements

<table>
<thead>
<tr>
<th>Indicator (Outcome Goal)</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of refugees enrolled in employment services that are placed in a job</td>
<td>Minimum of 80%</td>
</tr>
</tbody>
</table>
2. Wage at Full-time Initial Job Placement

<table>
<thead>
<tr>
<th>Indicator (Outcome Goal)</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage of initial full-time placement</td>
<td>Average of all FT placements $9.50 for Northern Virginia</td>
</tr>
<tr>
<td></td>
<td>Average of all FT placements $9.15 for Outside Northern Virginia</td>
</tr>
</tbody>
</table>

3. Public Assistance Terminations

<table>
<thead>
<tr>
<th>Indicator (Outcome Goal)</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>The number of work-eligible individuals receiving Refugee Cash Assistance (RCA) that are able to leave RCA due to placement in a job</td>
<td>75% of RCA enrollees terminated from RCA within (4) months due to employment</td>
</tr>
</tbody>
</table>

4. Full Time Jobs with Health Benefits

<table>
<thead>
<tr>
<th>Indicator (Outcome Goal)</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of full-time placements in which the employee is offered health benefits within 6 months of employment</td>
<td>70% of all full-time placements offer health benefits</td>
</tr>
</tbody>
</table>

5. Full-time Jobs with Health Benefits

<table>
<thead>
<tr>
<th>Indicator (Outcome Goal)</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of all job placements in which the employee is employed at any job after (6) months</td>
<td>placements</td>
</tr>
</tbody>
</table>


6. English Language Training (ELT) Performance Standards

A. ELT/ESL Assessment

<table>
<thead>
<tr>
<th>Performance Indicator</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of refugees enrolled in employment services that receive an English language assessment.</td>
<td>100% of all RSS and TAP recipients enrolled in employment services will be assessed using a state or nationally recognized/accredited ELT assessment tool.</td>
</tr>
</tbody>
</table>

B. Enrolled in ELT/ESL formal training

<table>
<thead>
<tr>
<th>Performance Indicator</th>
<th>Performance Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of refugees enrolled in employment services and enrolled in ELT training.</td>
<td>75% of all refugees enrolled in employment services and enrolled in a state or nationally recognized or accredited ELT/ESL training must successfully complete, at least, one level of the accredited curriculum.</td>
</tr>
</tbody>
</table>

I. VNIS and Service Data Requirements

The Virginia Newcomer Information System (VNIS) is administered by ONS and is the chief means for capturing information on refugees. Data captured by VNIS includes refugee demographics, public benefits, employment activities, support services, and training.

Collected data is used to prepare required federal reports, assist ONS in supervision and monitoring of contracts, and evaluating the effectiveness of service delivery.

All sub-grantees that receive funds will be required to enter into VNIS information on clients served and services rendered. All applicants awarded funds will be responsible for timely data entry and management of refugee and service data and they must participate in trainings and user-acceptance testing activities.

J. Staff Qualifications

All staff must possess the linguistic and cultural competence to serve refugees and their families, and also have sufficient training and experience in their respective field. Planned staffing levels and hours committed to RSS and TAP funded services must be sufficient for effective and uninterrupted service delivery. **Note:** An Executive Director must be physically located within the Virginia offices of its sub-grantees.
GENERAL TERMS & CONDITIONS

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and projects funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of Item #1 above in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, applicants certify that their proposals are made without collusion or fraud; that they have not offered or received any kickbacks or inducements from any other applicant, supplier, manufacturer or subcontractor in connection with their proposal; and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, applicants certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their proposals, applicants certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal. However, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective applicant has questions about the specifications or other solicitation documents, the prospective applicant should contact the representative whose name appears on the face of the solicitation no later than (5) five working days before the due date. Any revisions to the solicitation will be made only by addendum, issued by the contract officer/buyer for this solicitation.

J. **PAYMENT:**
   1. **To Prime Contractor:**
      a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time-and-material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**
   a. A contractor awarded a contract under this solicitation is hereby obligated:

   (1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   (2) To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition of the award shall deliver to the contracting agency or institution, on or before request for final payment, evidence and
certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, Commonwealth of Virginia VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM, AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF APPLICANTS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the services/furnish the goods, and the applicant shall furnish to the Commonwealth all such information and data for this purpose, as may be requested. The Commonwealth reserves the right to inspect applicant's physical facilities prior to award to satisfy questions regarding the applicant's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such applicant fails to satisfy the Commonwealth that such applicant is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

   1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

   2. The Purchasing Agency may order changes within the general scope of the contract, at any time, by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

      a. By mutual agreement between the parties, in writing; or
b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

S. NONDISCRIMINATION OF CONTRACTORS: An applicant, bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the applicant, bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

T. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available, for the purpose of this agreement.

a. held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the sub-grantee, in writing, as to those charges which it considers unreasonable and the basis for the determination. A sub-grantee may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
SPECIAL TERMS AND CONDITIONS

A. SMOKE FREE ENVIRONMENT: By signing this contract, the sub-grantee certifies to the Commonwealth that it will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor agrees that it will require the language of this certification be included in any sub awards (subcontracts or purchase orders), which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

B. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods, under the terms of the original contract, and at a reasonable time prior to the expiration.

C. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

D. CHANGES TO CONTRACT: No amendments to the approved budget may be made without the prior written approval of the Department of Social Services. Deviations from the approved line-item budget of more than $500.00 in any line item require that the sub-grantee submit a budget modification request in writing to the attention of the Virginia State Refugee Coordinator. The request must include a proposed modified budget, accompanied by a description of the modification and a justification/rationale for the proposed changes. The letter must be submitted at least thirty (30) calendar days prior to the intended effective date. The deadline for receipt of budget requests is August 1. No budget requests will be considered after that date.

E. SUBCONTRACTING: No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the sub-grantee desires to subcontract some part of the work specified herein, the sub-grantee shall furnish the VDSS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

F. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

F.1 A contract will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon granting of a sub-grant award. Upon approval of the contract, the sub-grantee will be reimbursed for expenses on a monthly basis according to the terms of the contract. Therefore, the applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure statements on a monthly basis to the Department of Social Services for reimbursement. SEE RFPSECTION 7- Method of Payment for instructions on submission. The sub-grantee should allow 30 days from the time expenditure
statements are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected. The contractor will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

F.2 The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. The sub-grantee shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) 2 CFR Part 225 (formerly OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments). All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these timesheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the State.

F.3 All revenue from the sale of products derived through activities performed pursuant to this sub-grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.

F.4 If the sub-grantee fails to correctly provide any services and/or reports as specified in The terms and conditions of the contract, and in the time period specified, the purchasing agency may withhold payment of expenditures until said services and/or reports are provided. All services provided by the sub-grantee pursuant to this subcontract shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

F.5 The sub-grantee shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Department of Social Services.

G. **AUDIT:** The sub-grantee shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The sub-grantee shall forward annually to the Department a copy of the organization's most recent audit.

The sub-grantee further agrees to comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) circular A-126, "Audits of State and Local Governments" or the single Audit Act and OMB circular A-133 as applicable.

A Sub-grantee who exceeds $500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of the portion of the audit that affects the program shall be submitted to the Commonwealth of Virginia. The audit report shall be submitted no later than one (1) year from the end of the previous contract period, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter summarizing audit findings must be submitted with the audit report. If there are no audit findings, a letter indicating no findings shall be submitted. The copy of the portion of the audit findings or letter indicating no findings shall be sent to:

Virginia Department of Social Services
H. CONFIDENTIALITY: The sub-grantee assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Sub-grantees who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Sub-grantees shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-grantees and their employees working on this project may be required to sign a confidentiality statement.

I. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

I.1 Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the sub-grantee in the performance of its obligations under this sub-grant shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this sub-grant. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the sub-grantee's obligations under this sub-grant without the prior written consent of the purchasing agency.

I.2 Any materials produced under this sub-grant must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source. The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the sub-grantee or by any sub-grantee describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

"This project was supported by Department of Social Services (VDSS) RFP# xxxxx, with funds made available to Virginia from the Office of Refugee Resettlement /U.S. Department of Health and Human Services. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Justice/U.S. Department of Health and Human Services."

I.3 The sub-grantee also agrees that one copy of any such publication will be submitted to VDSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

J. PRIME SUBGRANTEE RESPONSIBILITIES During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Commonwealth. The Contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
If approval is granted by the VDSS to sub-contract any portion of this contract the Sub-grantee shall be responsible for completely supervising and directing the work under this award and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this sub-grant shall be responsible to the prime Sub-grantee. The Sub-grantee agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

K. **EQUIPMENT:** Equipment purchased under the terms of this agreement shall be limited to equipment indicated in the approved budget incorporated in the contract. The Sub-grantee shall keep written documentation of any acquisitions purchased and up-date the documentation if additional property or equipment is acquired. The written documentation shall include, but not be limited to: date of acquisition, description of product, serial number, ID number, physical location, cost, and name and phone number of individual using or responsible for the equipment. Equipment purchased under this agreement shall be retained by the Sub-grantee during the period of performance of the agreement. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

K.1 If the VDSS permits the sub-grantee to purchase real property or equipment with grant funds, VDSS retains a residual financial interest, enabling the Department to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).

K.2 Total requests for equipment costs in excess of $1000 require prior approval from the State Refugee Coordinator.

L. **OBLIGATION OF APPLICANT:** By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

M. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

| From: | 
| Name of Applicant | Due Date | Time |
| Street or Box Number | RFP No. |
| City, State, Zip Code | RFP Title |

Name of Contract/Purchase Officer or Buyer

The envelope should be addressed as directed on RFP Cover Page Application Form of the solicitation.

The applicant takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

N. **BUSINESS HOURS AND ACCESSIBILITY FOR CLIENTS**
Each office location at which contractor’s conduct service delivery will have clearly posted and advertised normal business hours. The general public must have accessibility to the common/waiting areas during advertised business hours. Waiting areas are never to be left unattended during normal business hours. Main office doors accessible to the public are not to be locked during normal business hours. In the rare event of an unexpected or unanticipated closing, the contractor must clearly post signs directing individuals to a contact phone number. Each office location at which contractor’s conduct service delivery should have clearly posted and/or advertised public contact telephone number(s). Except in exceptional circumstances, callers must be able to talk directly to a staff person or volunteer representing the agency at all times during normal business hours. If a phone tree or call routing option is offered, the system must allow the caller to leave a message. If an automated message system is used, it must provide up-to-date information. Contractors are expected to check the system periodically to ensure that calls can be routed.

O. COMMUNICATION PROTOCOL:
   Media – Public Relations - Community Outreach
   When communicating with and/or releasing information to the media regarding refugee resettlement and refugee services, the contractor shall:

   O.1 Inform the media contact that it (the Contractor) is under contract with ONS to provide employment services to refugees

   O.2 Inform ONS within one hour, if feasible, or by 9:00 a.m. of the following business day that the contractor has been contacted by and/or provided information to the media

   O.3 Inform ONS of any public resettlement-related event, program (includes television and radio shows and webcasts), workshop, and/or visitation where the Contractor is a host/sponsor, representative, partner and/or participant

   Responsiveness to ONS
   Contractors are expected to be reachable by phone and e-mail during normal business hours and are expected to respond to ONS e-mails and phone messages in a timely fashion – replying within one business day is considered reasonable. Failure to reply in a timely manner may result in sanctions and/or corrective actions. When directors are away from their office for extended periods, they must contact the State Refugee Coordinator and indicate a primary agency contact during their absence.

P. DIFFICULT CASE PROTOCOL: Each service provider under contract with the Office of Newcomer Services, Virginia Department of Social Services, must make an assurance to follow a protocol that addresses difficult and non-typical situations with clients, that is, those cases in which the following occur:

   P1. A client is disruptive and non-compliant beyond reasonable expectations;

   P2. A client threatens the safety and well-being of any person charged with providing services or assisting the client; and/or

   P3. A client’s medical condition or behavior is such that it could lead to or present an immediate threat or danger to the community.

If any of these situations exists, the service provider is to notify the Family Stabilization Specialist at Commonwealth Catholic Charities at 804-545-5948, of the situation and follow through with any guidance or consultation given by that individual.

The Virginia Office of Newcomer Services State Refugee Coordinator must be notified by telephone at the earliest possible determination of case difficulty.
Subsequently, the service provider must forward to the State Refugee Coordinator the following information:

1. Identification of client(s), including name(s), alien number(s) and address
2. Assurance that client’s(s’) confidentiality will be maintained
3. Description of the problem and/or incident with brief summary notes that includes events and dates
4. Intervention strategy (ies) that are being used to resolve the problem or incident including utilization of the existing network of service providers (by name), including the family stabilization specialist and other community partners (by name) in its resolution.

Q. **SUB-CRANTEE MONITORING:** Performance under this agreement shall be a primary consideration for extension of this agreement and may be a consideration in future grant awards and negotiations. The VDSS may monitor and evaluate the sub-grantee’s performance under the agreement through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the sub-grantee’s services or operations, audit reports, and other mechanisms deemed appropriate by the VDSS. The sub-grantee shall furnish the VDSS on request information regarding payments claimed for services under this contract. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the VDSS, its authorized agents, and/or Federal personnel. Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the sub-grantee, the sub-grantee shall reimburse the VDSS upon demand.

R. **ATTENDANCE:** Directors of agencies/programs having contracts with the Department of Social Services assure that they will participate in regularly scheduled meetings of refugee service providers with the State Refugee Coordinator. Attendance at such meetings will be mandatory. Three excused absences are permitted within a contract period. If allowable absences are exceeded, this will result in the review of the contract and may result in the termination of the contract.

S. **FEDERAL AWARD INFORMATION:** Sub-recipient of federal awards must be informed of the Catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. The information will become part of the contract.
   - CFDA Number:
   - Federal Grant Name:
   - Federal Grant Award Year:
   - Federal Grant Number:
   - Federal Grant Awarding Agency:

T. **SUPPLANTATION OF FUNDS:** The applicant assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for [insert name of program initiative] (i.e. child abuse prevention services and activities).

U. **METHOD OF PAYMENT**

The contractor shall be paid on a cost reimbursable basis.

Actual expenditures shall be invoiced pursuant to approved line-item budget categories in the Program Budget.
The invoice period shall be monthly. The contractor shall invoice the purchasing agency each month on forms supplied by the purchasing agency and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the sub-grantee fails to submit monthly expenditure statements/request for funds and a financial report for such services within thirty (30) calendar days after the close of the month in which services were delivered. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the expenditure statement/request for funds.

Payments will be made via direct deposit (electronic data interchange – EDI). Upon award, sub-grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. These can be found at www.doa.virginia.gov/

All invoices submitted by the Contractor must contain the **contract number**, the **FIN number**, and then be submitted to:

Virginia Department of Social Services  
Office of Newcomer Services  
801 East Main Street  
Richmond, VA 23219-2901