COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

STANDARD CONTRACT
Contract Number: CV5-48-48-
15-4801 (R)

This contract entered into this 19th day of October 2015, by International Rescue Committee called the “Contractor” and Commonwealth of Virginia, Department of Social Services, Division of Community and Volunteer Services, Office of Newcomer Services, called the “Purchasing Agency.”

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Agencies of the Commonwealth of Virginia as set forth in the Contract Documents.


COMPENSATION: This 2 year sole source contract award amount for the Refugee Health Project (RH) is $70,000 per contract year. This contract award is subject to the availability of federal funds.

The Contract Documents shall consist of:

1) This signed form;
2) The attached purchasing description, which consists of:
   (a) The Scope of Services, and/or item description
   (b) The General Terms and Conditions,
   (c) The ONS Special Terms and Conditions,
   (d) The Special Terms and Conditions all of which documents are incorporated herein,
   (e) Itemized Budget, and
   (f) Work Plan.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:  
By:              
TITLE: Co-Acting CEO
Date: 11/16/15

PURCHASING AGENCY:  
By: Andrew Hendricks
TITLE: Purchasing Manager
Date: 11-24-15

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
COMMONWEALTH of VIRGINIA

Department of General Services
October 19, 2015

MEMORANDUM

TO: Robert Earley
   Virginia Department of Social Services

FROM: Linwood Spindle
       Deputy Director

SUBJECT: Sole Source Procurement Request No. DGS-SS1479


As established by the sole source procedures indicated in the above reference, the subject request has been reviewed and the attached approved sole source request to contract with International Rescue Committee for the purchases of a two-year contract to provide health preventive services to refugees, asylees, and other eligible clients in the Richmond metropolitan area is forwarded for your completion of the procurement process in compliance with established procedures.

If you have any questions, do not hesitate to contact us.

Enclosures
SCOPE OF SERVICES

Virginia Refugee Preventive Health Project (VRPH)

A. Role of Health Liaisons

The purpose of the health liaison position is to provide continuation of medical follow-up on conditions identified during the overseas medical screening process and conditions identified during the U.S. health screening. Many refugees, asylees, and other eligible populations, continue to face health challenges to become self-sufficient through employment. As part of the comprehensive resettlement plan, which focuses on refugee health and the well-being of the individual, the health liaison's role will include follow up to address barriers to employment to ensure employability if possible.

B. State Responsibilities

- Shall participate in a monthly conference call facilitated by the Newcomer Health Program Coordinator.
- May be asked to present a difficult or interesting case scenario on a rotating basis as part of this call.
- Shall report to ONS on health related matters using the monthly report.
- Shall apprise the Refugee Health Coordinator (RHC) of any individuals who arrive with or who, after arrival, are diagnosed with diseases of public health importance or unusual occurrence.
- Shall respond to any inquiries by the State Refugee Coordinator (SRC) or the RHC.

C. Day-to-Day Operations

- Shall NOT schedule initial health screening appointments unless their positions are being supplemented by R&P funds. Scheduling of initial health screenings is a core R&P function, and as such, should be handled by R&P staff. Health liaisons should be aware of when the screening appointment is scheduled but should not be directly involved.
- Shall NOT routinely transport clients to the initial health screening appointment.
- Shall receive referrals from LHDs for any conditions identified as part of the initial health screening and schedule follow up appointments as indicated.
- It is permissible to arrange transportation or transport clients themselves to follow-up appointments.
• Priority of service delivery will be given to new arrivals and those with significant health needs and will follow the State Priority Order of Service.

D. Training and Technical Assistance

• Shall provide health related orientation to new arrivals as part of the orientation plan.
• They can either provide the orientation themselves, or develop a module that can be presented by another staff member.
• As time permits will develop or borrow from other sources, written health related information to give to refugees.
• Shall develop a list of community resources.
• Shall provide training for community health service providers on the special cultural and linguistic needs of refugees.

E. Communication and Collaboration

• Shall notify LHD when information received on the overseas medical exam indicates that there is an existing health condition that needs to be addressed.
• Shall reach out to refugee nurses at the local health departments (LHDs) to facilitate communication and establish good working relationships and rapport.
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.eva.virginia.gov under “Vendors Manual” on the vendors tab.

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 sub-grantee 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 sub-grantee 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 programs 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 sub-grantee agrees as follows:

   a. The sub-grantee 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 sub-grantee. The sub-grantee agrees to post in conspicuous places,
available to employees and applicants for employment, notices setting forth
the provisions of this nondiscrimination clause.

b. The sub-grantee, in all solicitations or advertisements for employees placed
by or on behalf of the sub-grantee, will state that such sub-grantee 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 sub-grantee will include the provisions of 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 and that they have not
offered or received any kickbacks or inducements from any other offeror, 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 entering into a written
contract with the Commonwealth of Virginia, the Sub-grantee certifies that the Sub-
grantee does not, and shall not during the performance of the contract for goods and
services in the Commonwealth, knowingly employ an unauthorized alien as defined

F. DEBARMENT STATUS: By participating in this procurement, the applicant certifies
that they are not currently debarred by the Commonwealth of Virginia from
submitting a response for the type of goods and/or services covered by this
solicitation. Applicant further certifies that they are not debarred from filling any
order or accepting any resulting order, or that they are an agent of any person or
entity that is currently debarred by the Commonwealth of Virginia.
G. **ANTITRUST:** By entering into a contract, the sub-grantee 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. **PAYMENT:**

1. **To Prime Sub-grantee:**

   a. Invoices for items ordered, delivered and accepted shall be submitted by the sub-grantee 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 sub-grantee 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, sub-grantees
should be put on notice that final payment in full is contingent on a
determination of reasonableness with respect to all invoiced charges.
Charges which 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 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).

2. To Subcontractors:

   a. A sub-grantee awarded a contract under this solicitation is hereby
      obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the sub-grantee’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 sub-
          grantee’s intention to withhold payment and the reason.

   b. The sub-grantee 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 sub-grantee 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 sub-grantee’s obligation to pay an interest charge to a
      subcontractor may not be construed to be an obligation of the
      Commonwealth.

3. Each prime sub-grantee who wins an award in which provision of a SWAM
procurement plan is a condition to 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.
4. The Commonwealth of Virginia encourages sub-grantee and subcontractors to accept electronic and credit card payments.

J. PRECEDENCE OF TERMS: The following General Terms and Conditions 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.

K. 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.

L. 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.

M. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the sub-grantee in whole or in part without the written consent of the Commonwealth.

N. 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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 sub-grantee. 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 sub-grantee shall comply with the notice upon receipt, unless the sub-grantee intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the sub-grantee shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the sub-grantee 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 sub-grantee accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the sub-grantee's records and/or to determine the correct number of units independently; or

   c. By ordering the sub-grantee 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 sub-grantee 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 sub-grantee 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 sub-grantee from promptly complying with
the changes ordered by the Purchasing Agency or with the performance of the contract generally.

O. **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 sub-grantee responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

P. **DRUG-FREE WORKPLACE:** During the performance of this contract, the sub-grantee agrees to (i) provide a drug-free workplace for the sub-grantee'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 sub-grantee'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 subgrantee that the subgrantee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-grantee, subcontractor or vendor. For awards of Federal grant funds, 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.

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 subgrantee, the employees of whom are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Q. **NONDISCRIMINATION OF CONTRACTORS:** An applicant or sub-grantee 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 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 alternative provider.

R. **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.

S. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, subgrantees shall state offer prices in US dollars.

T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock 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.

**ONS Special Terms and Conditions**

A. **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 emergency 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.
B. Communication protocol

1. **Media**  When communicating with or releasing information to the media, including public relations and community outreach staff, regarding clients served or client services under this contract, the contractor shall:

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

   b. Inform ONS by 9:00 a.m. of the following business day, or earlier if possible, that the contractor has been contacted by or has provided information to the media

   c. 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 or participant

2. **Responsiveness to ONS**  The Contractor staff is expected to be reachable by phone and e-mail during normal business hours and is 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 or corrective action. The director must contact the State Refugee Coordinator and identify an alternate agency contact when the Director will be absent from the office for an extended period.

3. **Other activities**  When the Contractor is asked to participate in field studies, research, or surveys that include client participation or input from clients, the Director is to inform ONS and request that the organization conducting the study forward a final report to ONS.

C. Difficult case protocol

1. When the Contract agency becomes aware of a difficult case situation, the Contractor must immediately telephone the Director of the Newcomer Services explaining the situation. The Contractor also must send an encrypted e-mail with the following information, for which confidentiality will be maintained.

   a. Client name(s), alien number(s), and address

   b. Description of the problem or incident with brief summary notes that includes events and dates

   c. Description of the Intervention strategy that is being used to resolve the problem or incident including utilization of the existing network of service providers (by name)
2. A difficult, non-typical situation is one in which the following might occur:

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

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

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

D. **VNIS and Service Data Requirements:** The Virginia Newcomer Information System (VNIS) is administered by the Virginia Department of Social Services and is the chief means for capturing case and client data, including demographics, employment activities, support services, and training. Collected data is used to prepare required federal reports, to assist ONS in monitoring contracts, and to evaluate service delivery effectiveness.

Sub-grantees are required to provide ONS with the names and positions of the staff that will enter client data into VNIS; are responsible for possessing hardware and software sufficient to connect to VNIS and use it effectively; are responsible for timely data entry; are required to meet security requirements, including training of VNIS users.

E. **Sub-grantee monitoring:** Performance under this agreement shall be a primary consideration for extension of this agreement and may be a consideration in future grants 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.

F. **Attendance** Directors of agencies/programs having contracts with the Department of Social Services are required to participate in regularly scheduled meetings of refugee service providers hosted by the State Refugee Coordinator (SRC) every 3rd Wednesday of the month unless otherwise stated by the SRC. Attendance at such meetings is mandatory. Two (2) excused absences are
permitted within a contract period. Exceeding the number of allowable absences may result in the review of the contract leading to the termination of the contract.

G. **Staff changes** All changes must be communicated to the Office of Newcomer Services within 10 business days of the said change. Staff changes consist of resignations, new hires, promotions, and change in job-title/function. Change information pertaining to vacancies must be accompanied by the name and contact information of the acting individual in the vacated position.

H. **Requirements regarding community dialogue groups** The Sub-grantee has the following responsibilities:

1. To serve as facilitator or co-facilitator for the community dialogue group;

2. To maintain a roster of active participants and manage the roster so that it reflects the model profile of dialogue participants supplied by ONS;

3. To recruit new members as feasible to increase community representation;

4. To ensure that at each meeting there is a recorder that creates a transcript of the proceedings, and to distribute to all members as well as ONS within 10 business days of the meeting;

5. To ensure that at each meeting the agenda includes actionable items and documentation of actions taken and progress made;

6. To adhere to all guidance and instructions in the Community Dialogue Guidance document;

7. To submit to ONS a quarterly status report that includes a general overview of Dialogue activities for the period, programs undertaken, challenges and issues, and documents that address progress toward becoming a Welcoming America Community.

**VDSS 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. 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.

C. Changes to Budget: 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.

D. Sub-contracting: 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.

E. 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.

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. 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.

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 program 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.

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.

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 contractor 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. 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.

F. 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 (CMB) circular A-128, "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.

G. **Prime sub grantee 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. Sub-contractors 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 sub-contractors and of persons employed by them as it is for the acts and omissions of its own employees.

H. **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.

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).

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

I. **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.

J. **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 program may be required to sign a confidentiality statement. The sub-grantee is required to have in place a written protocol regarding client confidentiality that can be produced on request by ONS.

K. **Ownership of material:** Ownership of all data, material and documentation originated and prepared for the State 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.

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.
2. Any materials produced under this sub-contract must bear a statement that
the program was supported by the purchasing agency and identify the title of
the funding source. The sub-contractor 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 programs funded in-whole or in-part with Federal Funds, shall
contain the following statement:

"This program was supported by Department of Social Services (VDSS)
RFP# CVS 12-089, with funds made available to Virginia from the Office of
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."

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.

L. Federal award information Sub-recipients 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, including: CFDA Number, Federal Grant Name, Federal
Grant Award Year, Federal Grant Number, Federal Grant Awarding Agency.

M. 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 delivery employment services to refugee-eligible
populations.

N. Method of payment

1. The contractor shall be paid on a cost reimbursable basis.

2. Actual expenditures shall be invoiced pursuant to approved line-item budget
categories in the Program Budget.

3. 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.

4. *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](http://www.doa.virginia.gov)*

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

   Virginia Department of Social Services  
   Office of Newcomer Services  
   801 East Main Street, 15th Floor  
   Richmond, VA 23219-2901
<table>
<thead>
<tr>
<th>TOTAL REQUESTED</th>
<th>FROM DSS</th>
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</thead>
<tbody>
<tr>
<td>$1,175</td>
<td>OTHER</td>
</tr>
<tr>
<td>$5,833</td>
<td>OTHER (INDIRECT)</td>
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<tr>
<td>$628</td>
<td>OTHER (OFFICE)</td>
</tr>
<tr>
<td>$906</td>
<td>OTHER (INSURANCE)</td>
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<td>$270</td>
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<td>SUPPLIES</td>
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<td>EQUIPMENT</td>
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<tr>
<td>$12,379</td>
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<tr>
<td>$41,963</td>
<td>POSTAGE</td>
</tr>
<tr>
<td>Request</td>
<td>EMP BENEFITS</td>
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<tr>
<td>Total DSS</td>
<td>SALARIES</td>
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</table>

<table>
<thead>
<tr>
<th>(How costs were determined)</th>
<th>JUSTIFICATION</th>
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**Budget Category**

**Contractor Name:** International Rescue Committee

**Contract Period:** From 10/1/2015 to 9/30/2016

**RSS** VRSAP RH X

**Attachment D1 Budget Summary**

(Additional information not visible in the image.)
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<thead>
<tr>
<th>TOTAL EMPLOYEE BENEFITS REQUESTED FROM DSS</th>
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</thead>
<tbody>
<tr>
<td>OTHER (SPECIFY) - 4.41%</td>
</tr>
<tr>
<td>UNEMPLOYMENT - 0%</td>
</tr>
<tr>
<td>WORKER'S COMPENSATION - 2.17%</td>
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<tr>
<td>HEALTH INSURANCE - 10.48%</td>
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<tr>
<td>PENSION/RETIREMENT - 6.93%</td>
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<td>FICA - 5.51%</td>
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<table>
<thead>
<tr>
<th>NAME OF BENEFIT</th>
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<tbody>
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<td>$414</td>
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<tr>
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<tr>
<td>Amount Requested</td>
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<tr>
<td>Salary</td>
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CONTRACTOR NAME: International Rescue Committee

FROM 10/1/19 TO 2/20/19 TO 9/30/2016

ATTACHMENT 2
<table>
<thead>
<tr>
<th>Program</th>
<th>Office</th>
<th>Consumable Supplies Total</th>
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<table>
<thead>
<tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Program</th>
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<tbody>
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<table>
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<table>
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<table>
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<table>
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<tr>
<th>Program</th>
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<table>
<thead>
<tr>
<th>Program</th>
<th>Rent</th>
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<tbody>
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<th>Rent and Utilities Total</th>
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<table>
<thead>
<tr>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed DSS Funds</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
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<td>(How costs were determined)</td>
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Contract Period: From 10/19/2015 To 09/30/2016

Contractor Name: International Rescue Committee

Attachment B3
<table>
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<tr>
<th>Fund Item</th>
<th>Cost ($)</th>
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<td>Indirect Cost Recovery</td>
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<tr>
<td>basic office furniture to include a desk, file cabinet, and...</td>
<td>5,175</td>
</tr>
<tr>
<td>22% of total general office expenditures</td>
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<tr>
<td>professional fees</td>
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<tr>
<td>$0.75 per mile</td>
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</tr>
<tr>
<td>one staff member at 95.0 miles per month times 11.5</td>
<td>6628</td>
</tr>
<tr>
<td>proposed dss funds</td>
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</tr>
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</table>

**TOTAL AMOUNT REQUESTED FROM DSS:** $15,658

**Attachment B3**