COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

STANDARD CONTRACT

Contract Number: CVS-14-060

This contract entered into this 16th day of April 2014, by Lutheran Social Services of the National Capital Area 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 following discretionary grant projects, Virginia Refugee Preventive Health Project (VRPH), Virginia Refugee School Assistance Program (VRSAP) and Services for Older Adult Refugees (SOAR), is $187,670. This contract award is subject to the availability of federal funds.

This award represents funding (VRPH $55,000, VRSAP $20,000 and SOAR $18,835) in the amount of $93,835 per contract year.

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 Special Terms and Conditions all of which documents are incorporated herein.

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

CONTRACTOR:

By: [Signature]

TITLE: [Title]

Date: 4/12/14

PURCHASING AGENCY:

By: [Signature]

TITLE: PURCHASING MANAGER

Date: 5-07-14

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

Division of Purchases and Supply
February 3, 2013

1111 East Broad Street
P.O. Box 1199
Richmond, Virginia 23218-1199
(804) 786-3842
FAX (804) 225-3707

MEMORANDUM

TO: Kathy Cooper
Virginia Department of Social Services

FROM: Ronald L. King
Manager, Services and Statewide Contracts

SUBJECT: Sole Source Procurement Request No. CVS-14-060


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 Lutheran Social Services for the purchase of a two-year contract to provide assistance to refugees in obtaining the necessary skills to promote sustainable economic self-sufficiency for the community of Falls Church 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
Sole Source Procurement Approval Request
Non-Technology Goods and Services

All requests for non-technology sole source purchases must meet the criteria established under § 2.2-4303 E. of the Code of Virginia. The agency head or designee, as required in 8.1 or 8.2, must sign this form. The Department of General Services/Division of Purchases and Supply (DGS/DPS) must review and approve all non-technology requests exceeding $50,000 except for entertainment (speakers, lecturers, musicians and performing artists) before issuance of any contract or purchase order. In addition, the agency must also (1) assign an identifying number to the request, (2) attach a brief description of the contract, and (3) attach the sole source justification in accordance with the instructions contained in 8.1 or 8.2 and Annex 8-C, Agency Procurement and Surplus Property Manual.

Agency Code: 765 Request Number: 845-14-5U-1 Date: December 16, 2013

Agency Name: Virginia Department of Social Services

Agency Head
Signature: [Signature]

I certify that I am the agency head or designee and I am authorized to approve this request.

Print Agency Head Name: Margaret Ross Schultze, Commissioner

Contact Person: Kathy Cooper Telephone Number: 726-7927

Total Amount of Sole Source: $187,670 Facsimile Number: 726-7131

Commodity Code: 95280

Description: The Office of Newcomer Services (ONS) requests a two year sole source contract to be awarded to Lutheran Social Services of the National Capital Area in the amount totaling $187,670 for the Virginia Refugee Preventive Health Project (VRPHP).[rest of the description is not visible in the image]

Division of Purchases and Supply
☑ Approved
☐ Disapproved
☐ More information needed (specify and return to agency)

Signature [Signature] Date 02/03/2014
Decision Memorandum

TO: Robert Gleason, Director
Division of Purchases and Supply
Department of General Services

FROM: Margaret Ross Schultze, Commissioner
Virginia Department of Social Services

DATE: January 7, 2014

Subject: Sole Source Procurement Justification Lutheran Social Services of the National Capital Area

The purpose of this request is to authorize the Office of Newcomer Services (ONS), to enter into a sole source contract with Lutheran Social Services of the National Capital Area (LSS) for two years to provide services to refugees.

LSS was awarded a contract through competitive negotiations (RFP CVS-12-089) to provide services to refugees with funding secured by ONS from the federal Office of Refugee Resettlement (ORR) for Refugee Social Services (RSS) and Targeted Assistance Program (TAP).

ONS has since been successful in securing four additional discretionary grants from ORR. Those discretionary grants are: 1) Virginia Refugee Preventive Health Project (VRPH), 2) Virginia Refugee School Assistance Program (VRSAP), 3) Services for Older Adult Refugees (SOAR), and 4) Pathway to English and Civic Engagement (PEACE). These discretionary grants are completely separate from the RSS and TAP funds.

ONS requests approval to award a portion of these additional grant funds to LSS to provide additional essential services to LSS’ current refugee clients as part of the Virginia Refugee Resettlement Program (VRRP).
The guidelines provided by the Agency Procurement and Surplus Property Manual for sole source contracts with non-governmental agencies are addressed as follows:

1. **Explain why this is the only product or service that can meet the needs of the purchasing agency.**

   The Virginia Department of Social Services (VDSS) has determined that the non-profit agency, Lutheran Social Services of the National Capital Area (LSS), is the only practicable available source to administer the discretionary grant funds awarded by ORR due to their existing case management of the targeted refugees, asylees, Cuban-Haitian Entrants, Amerasians, and Iraqi/Afghans that have Special Immigrant Visas that are to be served under the scope of these discretionary funds. LSS already has a long term relationship with the refugees to be served under this sole source agreement and is mandated by VDSS ONS and the VRRP State Plan through comprehensive resettlement requirements to move refugees towards economic self-sufficiency and social assimilation seamlessly and holistically.

   Under a Reception and Placement agreement with the Department of State, this agency has resettled the same refugees that will be served by this sole source contract. Case management of these refugees was established at the time of their arrival to the United States, and the LSS has demonstrated the cultural and linguistic capacity to ensure successful resettlement through this case management. Additionally, this agency has developed deep internal and structural resources, which include a fully qualified staff capable of delivering the requirements placed on the service measurables dictated by the discretionary grants. Therefore, because case management services for current refugees are already being handled by LSS, no other agency will be capable of effectively delivering the additional services described and required by the listed discretionary grants.

2. **Explain why this vendor is the only practically available source from which to obtain this product or service.**

   The refugees served by these discretionary grants already have open cases with LSS; any services extended to them under this award will flow seamlessly, naturally, and without interruption.
Additionally, LSS has received discretionary funding in the past; therefore LSS has the necessary expertise required to carry out the discretionary grants' stated objectives. Because the target population for refugee resettlement services is purposely for refugee families, it is cost-effective and efficient to utilize a single organization, LSS, due to the fact all of the case management services for current placed refugees in the Falls Church area are already being handled by LSS. The State Department has placed refugees with LSS because of their demonstrated cultural and linguistic capacity to ensure successful resettlement through strong case management practices. Therefore, no other existing agency in the Falls Church area can provide this continuity of services to LSS' clients.

In addition, LSS was previously awarded a contract through competitive negotiations (RFP CVS-12-089) to provide employment services to refugees with funding secured by ONS from ORR for Refugee Social Services (RSS) and Targeted Assistance Program (TAP). Currently, the RSS and TAP contract renewal for LSS for FY 2014 is $228,712.

3. Explain why the price is considered reasonable.
ONS considers the allowable cost to be extremely reasonable for the breadth of case management, health, school, English Language Training (ELT), and naturalization services that LSS will be providing to resettled refugees for the next two years. The agency will receive the same funding amount annually throughout the term of this sole source agreement subject to the availability of funds from the Office of Refugee Resettlement (ORR) which is ONS' federal funding source for these services. The total allocation of $93,835 per federal fiscal year (FFY) covers salaries, benefits, professional development to hire and retain bilingual staff, and client services. This is consistent with how funds have been used in the past. LSS has submitted budgets for VDSS ONS review, all of which are consistent with the discretionary grants stated goals. Costs stated within these budgets are consistent with the operating costs submitted in previous years and have been deemed to be reasonable by the VDSS ONS. Because this agency will be paid on a cost reimbursement basis, VDSS is able to monitor and approve expenses to ensure consistency with the submitted budgets and the discretionary grants' stated goals. The allowable and reasonable costs incurred by this agency within the allotted performance period of the contract will be reimbursed in accordance with the terms of the sole source contract.

4. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers.
VDSS considers $187,670 for the services provided to be reasonable and customary for the administration of the Virginia Refugee Resettlement Program for two (2)
years. The funds targeted for these services are 100% federal discretionary funds awarded to VDSS to serve all refugees under the VRPH and SOAR discretionary projects. The budgets submitted by LSS are deemed to be the best possible price for the taxpayers.
Ron,

The Refugee Program has revised the sole source requests. The main reason for the sole source requests is that a refugee should not be required to have case management with separate organizations for similar, though not duplicate, services. Further, there are a limited number of organizations in Virginia that can provide refugee services. In response to the general Refugee Services RFP released in 2012, seven organizations submitted proposals, and all seven receive grants as a result.

Please let me know if there are any questions.

Thanks,

Robert
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. As part of comprehensive refugee resettlement, which focuses on refugee health and the well being of the individual, the health liaison’s role will include the following expectations:

B. State Responsibilities

- Will 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.
- Will report to ONS on health related matters using the monthly report.
- Will 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.
- Will respond to any inquiries by the State Refugee Coordinator (SRC) or the RHC.

C. Day-to-Day Operations

- Should 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.
- Should NOT routinely transport clients to the initial health screening appointment.
- Will 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

- Will provide health related orientation to new arrivals as part of the orientation plan.
  o 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.
- Will develop a list of community resources.
- Provide training for community health service providers on the special cultural and
  linguistic needs of refugees.

E. Communication and Collaboration

- Will notify LHD when information received on the overseas medical exam indicates
  that there is an existing health condition that needs to be addressed.
- Will reach out to refugee nurses at the local health departments (LHDs) to facilitate
  communication and establish good working relationships and rapport.

Virginia Refugee School Assistance Program (VRSAP)

A. VRSAP

VRSAP is a 100% federally funded discretionary grant that serves refugee children
between the ages of 5 and 18 years of age that has three goals: 1) to promote academic
progress and achievement, social adjustment, and school completions; 2) to increase
school-based participation of refugee parents; and 3) to continue to gain statewide
recognition by school officials and community leaders as the expert resource on meeting
the language, cultural, and resettlement needs of Virginia’s refugee students and families.

VRSAP activities may consist of academic and English as a Second Language tutoring,
out-of-school enrichment and summer activities, programs that encourage high school
completion, student leadership development, mentoring, parental involvement programs,
and cultural orientations to school staff and cultural competency assistance, and
interpreter and translation services. VRSAP employs staff known as School Liaisons and
they are the direct link between public schools and refugee families. VRSAP School
Liaisons steer all parties to support and meet the academic and social adjustment needs of
refugee students. The project period of VRSAP is from August 15 to August 14 and the
project is entering into its last year of the currently funded two-year project period.

B. VRSAP School Liaison Duties

1. Conduct orientations about Virginia public schools to parents when new refugee
   families arrive through the resettlement agency’s Reception and Placement (R&P)
   Program.
2. Complete a “Student Intake” form with each refugee family prior to registration in school.
3. Conduct post-tests with parents on the school orientation and materials received.
4. Assist with registration and school enrollments – i.e., accompanying refugee students and their family to school to complete the enrollment process as well as provide interpretation services during the enrollment process.
5. Make certain that school entrance health examinations are scheduled and completed, ideally, within two weeks of refugee child’s arrival.
6. Attend school-based conferences and/or IEP meetings with refugee parents, when appropriate.
7. Serve as a technical and informational resource to the local community-at-large on the refugee resettlement process and how that process affects refugee families and their adjustment to their new Virginia communities.
8. School Liaisons must maintain a case file on each refugee school-age child being served. The case file must contain documentation of all services and assistance given to the refugee child.
   a. The case file must also contain proof which verifies the eligibility status of each refugee child being served.
9. School Liaisons must conduct at least one recognition event for students, teachers, and volunteers before the completion of the project period.
10. Immediately advise and notify the ONS-VRSAP Grant Manager of all situations that present as being or potentially being difficult to handle.

C. **VRSAP School Liaison Supervision**
   Liaisons are hired by the refugee resettlement agencies under contract with ONS and they are directly supervised by an agency program manager or director. The ONS-VRSAP Grant Manager provides indirect supervision and technical assistance to School Liaisons through monthly conference calls and quarterly site visits.

D. **Data Collection and Reporting to VRSAP Grant Manager**
   VRSAP School Liaisons electronically submit monthly reports to ONS where they report on 12 distinct data elements and provide an accompanying narrative on activities, accomplishments, and challenges for that reporting period.

E. **Cost Reimbursement**
   Refugee Resettlement Agencies who are VRSAP sub-grantees must submit monthly invoices to the ONS Program Monitor in accordance to that Agency’s approved budget for VRSAP and/or as directed by the ONS Program Monitor.
Services for Older Adult Refugees (SOAR)

A. SOAR

SOAR is a discretionary grant designed to establish and/or expand working relationships with State Agencies on Aging as well as local Community Area Agencies on aging to ensure all older refugees in Commonwealth of Virginia will be linked to mainstream aging services in their respective communities.

B. SOAR Tasks

1. To identify older refugees in need, and to provide culturally and linguistically appropriate services to enable them to access those services.

2. To maintain and support working relationships with the state Agency on Aging, local Area Agencies on Aging and refugee service providers.

3. To link older refugees with naturalization services, especially to those that have lost or at risk of losing SSI, and to secure waivers for those that qualify.

4. To create opportunities to enable older refugees to live independently for as long as possible, and to encourage projects that include productive roles for refugee seniors.
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 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 1. above in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor 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 in the federal Immigration Reform and Control Act of 1986.

E. 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.

F. 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 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 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 which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. **To Sub-Contractors:**

   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 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 contractors and subcontractors to accept electronic and credit card payments.

G. 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.

H. 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 of 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.

I. 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.

J. 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.
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 three (3) 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. **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.
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.

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 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.

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.
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-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. The copy of the portion of the audit findings or letter indicating no findings shall be sent to:

Virginia Department of Social Services  
Office of Newcomer Services  
801 East Main Street, 15th Floor  
Richmond, Virginia 23219-2901

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 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 project 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 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# CVS 12-089, 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."

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.

1. 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.

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.

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.

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. 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.

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

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

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.

O. 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:

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

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

3. 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 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.

P. 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 applicants 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.

Note: All VNIS data must be entered within 30 days from the date initial services begin. If VNIS data is not entered in a timely and accurate manner; then future VRRP invoice(s) will not be processed until all required data has been entered into VNIS.

Q. 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.

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)].