



VIRGINIA DEPARTMENT OF  
SOCIAL SERVICES

REQUEST FOR APPLICATIONS (RFA)  
Sexual Assault and Domestic Violence Program  
REQUEST FOR APPLICATION NUMBER FAM-22-082  
Published on January 20, 2023

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## I. PURPOSE

A. The purpose of this Request for Applications (RFA) issued by the Virginia Department of Social Services (VDSS) is to solicit sealed applications for the provision of sexual assault and/or domestic violence services for survivors and children to prepare, prevent, and respond to COVID-19. This is a competitive application.

### **Informational Purposes:**

1. **Unite Us:** Contracted service providers are highly encouraged to join Unite Virginia, a statewide coordinated care network of health and social service providers. Partners in the network send and receive closed-loop, secure, electronic referrals across multiple sectors and organizations through the shared Unite Us platform. The platform enables providers to track every person's total health journey and report on tangible outcomes.

Unite Us is the vendor selected by the state to power the Unite Virginia network and is partnering with the Office of the Virginia Secretary of Health and Human Resources, Virginia Department of Social Services, the Virginia Department of Health, Optima Health, Kaiser Permanente, the Virginia Mental Health Access Program, Partnering for a Healthy Virginia, and Virginia Hospital & Healthcare Association, among others. The platform is available at no cost to nonprofits and many organizations that are part of the safety net, like community health centers and mental health centers. For more information and to join, please visit <https://virginia.uniteus.com>.

2. **Diversity, Equity and Inclusion:** VDSS is a diverse, multi-racial and multicultural organization. Our commitment to fully embrace diversity, equity and inclusion is central to our mission, embedded in our core values and critical to the well-being of our staff and the communities we serve. As human service professionals, our success rests in our ability to cultivate inclusive environments, promote equitable outcomes, and demonstrate leadership through service. We all must choose to be informed, self-reflective and proactive in our advocacy. This includes constant evaluation of structures, norms and policies that perpetuate discrimination, racism, disparities and exclusion. This also includes full embedding our commitment to diversity, equity and inclusion into specific and actionable practices throughout our entire social services system.

## B. FUNDING

1. **Funding Category:** Applicants must apply for Domestic Violence Support Services and/or Sexual Assault Support Services funding under this competitive RFA. There are three scopes of work (SOWs) for which agencies can submit applications for funding, and they are as follows:

**Scope A** – Sexual Assault Support Services

**Scope B** – Domestic Violence Support Services **OR**

**Scope A and B** – Dual Sexual Assault and Domestic Violence Support Services

Applicant must demonstrate they have provided Domestic Violence and/or Sexual Assault Services for at least one year in order to apply for that category of funding.

**Sexual Assault Support Services Funding**, applicants shall use funds to 1.) assist with the transition to virtual/remote services for rape crisis centers, sexual assault programs, tribal programs, and culturally specific programs that provide crisis services, support services, and assistance to survivors and children of sexual assault, and 2.) support the increased emergency needs of sexual assault survivors as a result of the COVID-19 public health emergency. Total funds available for competitive awards available under this Funding Category is **\$3,662,659**. The maximum budget for this category is \$80,000 over a 24-month period.

**Domestic Violence Support Services Funding**, applicants shall use funds to prevent, prepare for, and respond to COVID-19, providing services that best support the needs of children and families experiencing family violence, domestic violence, and dating violence. Funds shall support the continuity of direct services, support emergent needs of domestic violence survivors and children impacted by the COVID-19 public health emergency and/or provide supportive services including housing assistance, healing well being supports, health and behavioral health. Total funds available for competitive awards available under this Funding Category is **\$1,200,000**. The maximum budget for this category is \$30,000 over a 24-month period.

**Dual Agencies** providing Domestic Violence and Sexual Assault services may apply for both Funding Categories.

2. **Funding Information:** Indicate source of funding (federal or other), CFDA Number, and total dollar amount to be sub-awarded in accordance with 45 CFR 75.352. If the project or program is being financed in part by federal money, you must indicate the percentage of the total costs of the program or project which will be financed with federal money.

*Subgrant awards are being funded (in whole or in part) with federal money as follows:*

**Scope A – Sexual Assault**

Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Children and Families.

Statutory Authority: American Rescue Plan Act of 2021, Pub L. No. 117-2, Title II, Part 2, Sec 2204

Federal Award Identification Number (FAIN): #2201VAFSC6

Federal Award Date: October 29, 2021

CFDA Number: 93.497

Federal Award Project Description: Family Violence Prevention and Services/ Sexual Assault/ Rape Crisis Services and Supports

Total Amount of the Federal Award: **\$3,855,431**

Approximate Amount of Federal Funds Obligated by this Action: **\$3,662,659**

**Scope B – Domestic Violence**

Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Children and Families.

Statutory Authority: American Rescue Plan Act of 2021, Pub L. No. 117-2, Title II, Subtitle C, Sec 2204

Federal Award Identification Number (FAIN): #2101VAFVC6

Federal Award Date: May 17, 2021

CFDA Number: 93.497

Federal Award Project Description: Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services

Total Amount of the Federal Award: **\$3,004,484**

Approximate Amount of Federal Funds Obligated by this Action: **\$1,200,000**

Note: This is not a Research and Development (R&D) Grant

There are general administrative requirements, cost principles, and audit requirements that are applicable to grant awards made with Federal funds. These general principles are found in 45 CFR Part 75 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards* and are applicable to subawards resulting from this solicitation. Cost principles for a non-profit organization or an educational institution subrecipient are found at 45 CFR Part 75 Subpart E.

- C. Period of Performance:** The program period for subgrants awarded for the COVID-19 Sexual Assault and Domestic Violence Program is a two (2) year period beginning July 1, 2023, or upon final signature on the agreement, whichever occurs last, through June 30, 2025.

**D. Optional Pre-Application Conference:**

An optional preproposal teleconference will be held on Tuesday, January 31, 2023, at 10 AM. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Interested Applicants wishing to participate via teleconference must register with Pedro Andrade writing, via email ([pedro.andrade@dss.virginia.gov](mailto:pedro.andrade@dss.virginia.gov)) using the **Subject: FAM-22-082 Pre-Application Sign-Up**, by the close of business on January 27, 2023. Registered participants shall be provided the telephone number and conference code needed in order to participate. **You must use the subject line in order to get a response and do not contact Pedro Andrade for any other matter.**

Potential Applicants are encouraged to submit any questions pertaining to this RFA in writing prior to the date and time of the pre-proposal conference. Questions should be submitted to the Contracting Officer identified above.

While participation at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are highly encouraged to attend. Have a copy of the solicitation available to you for use during the meeting. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

- E.** Copies of this RFA, including the necessary forms, instructions, and addenda (if applicable) may be downloaded from the DGS/DPS eVA website at [www.eva.virginia.gov](http://www.eva.virginia.gov). The application can be found by clicking on the “Solicitations, Quick Quote, and Awards” button located in the middle of the screen. In the Keyword Search box enter the solicitation number: FAM-22-082.

## II. PROGRAM OPPORTUNITY DESCRIPTION & REQUIREMENTS

- A. **BACKGROUND:** On March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021, a \$1.9 trillion economic stimulus bill designed to speed up America's recovery from the economic and health effects of the COVID-19 pandemic.

The Family Violence Prevention and Services Act (FVPSA) has received an historic investment for domestic violence programs and shelters, supportive services, rape crisis centers, sexual assault programs and culturally specific programs to support domestic violence and sexual assault survivors impacted by the COVID-19 public health emergency.

B. **REQUIREMENTS:** Funds provided through this RFA must address at least one of the following purpose areas with respect to **Scope A (Sexual Assault)**, **Scope B (Domestic Violence)** or **both**. Funds are intended to support local efforts and activities in domestic violence programs, sexual assault programs and rape crisis centers, culturally specific programs, and tribal programs to:

1. support the emergent needs of survivors who have been impacted by the COVID-19 public health emergency, and
2. assist with the transition to virtual, remote services, teletherapy and telehealth services, and assistance to survivors, and
3. reduce the exposure to and risk of contracting the COVID-19 virus for survivors, and
4. ensure the continuity of programs and services during the COVID-19 public health emergency, which includes responding to issues such as adapting to fluctuating needs and changing circumstances.

Applicants are encouraged to develop budgets, goals, objectives, and activities that support survivors in the following ways:

1. Safe, voluntary, access to COVID-19 vaccines, testing supplies, home testing, and PPE supplies;
2. Staff support-hazard pay, retention pay, and bonus pay;
3. Program staff support and emergency preparedness consultants;
4. COVID-19 testing consultations, mitigation protocol, mitigation services, and mitigation teams;
5. Reduce the exposure to and risk of contracting the COVID-19 virus to clients and staff;
6. Increase Trauma-informed and culturally relevant support, training, technical assistance, prevention,
7. Outreach to increase awareness of domestic violence, sexual assault services; and
8. Culturally specific services to underserved populations as identified.
9. Mobile and virtual advocacy costs including equipment, mobile devices, online chat or text supports, technology service contracts, software and leasing of vehicles;
10. Increase safe virtual and mobile access to remote services;
11. Provide computer and mobile devices to increase survivor access to mobile services;
12. Increase access to shelter, temporary housing, rental, and transportation assistance;
13. Reasonable client relocation expenses, client food, client clothing, and client toiletries;
14. Language interpreters and translated materials;
15. Group Counseling and peer support;
16. Accompaniment and advocacy through medical, criminal justice, and social services systems, including medical facilities, police, and court proceedings.

17. Crisis intervention, short-term individual and group support services, and comprehensive service coordination and supervision to assist sexual assault victims and family or household members.
18. Telehealth, teletherapy, and mobile advocacy services for survivors;
19. Supplies, equipment, and software to assist in carrying out services;
20. Training, technical assistance, prevention, and outreach;
21. 24-hour hotline services providing crisis intervention services and referral.
22. Purchase of a vehicle is allowable only with pre-approval from VDSS and the U.S. Department of Health and Human Services. Full justification is required, stating how a purchased vehicle shall support survivors, children and their families.
23. Reasonable prorated administrative costs, or Indirect costs with approved plan, or 10% de minimis.

The following are ineligible costs restricted cost:

1. Administrative costs above pro-rated percentages (indirect cost rates may be used);
2. Contract services without preapproval;
3. Direct payments to survivors or dependents, including cash, gift cards, and checks;
4. Food and beverages, except emergency food and beverages for victims;
5. Long term individual therapy or inpatient treatment costs;
6. Purchase of Real Property or Capital Expenses;
7. Construction or Renovation to real property;
8. Lobbying costs;
9. Fundraising, including time spent completing federal and state funding applications;
10. Research.

C. **PROGRAM AND FUNDING REQUIREMENTS:** Federal funds awarded under this grant must be expended for the purposes which they were awarded and within the time period allotted.

1. Comply with all federal and state laws.
2. Participate in the Virginia Data Collection Project (<https://www.vadata.org/>) or have the capacity to upload prescribed data in .csv format into VAdata for all domestic violence services.
3. Budget only for costs and expenses necessary for the performance of grant activities.
4. Ensure that all services to survivors/victims and their children are:
  - a. Free of charge regardless of income
  - b. Voluntary
  - c. Trauma-informed
  - d. Culturally and linguistically accessible and appropriate.
5. Protect the confidentiality of client information.
6. Clearly display the most recent Civil Rights/Equal Employee Opportunity information.
7. Prohibit discrimination per Federal regulations.
8. Maintain time and attendance records for all grant-funded staff, showing percentage of time funded by grant source, as well as staff and manager signatures and dates.
9. Register with the System for Award Management (SAM) and have a Dun & Bradstreet (DUNS) number; <https://www.grants.gov/web/grants/home.html>.
10. Pay at least a living wage to all grant-funded staff, following the guidelines for a single individual; <https://www.unitedforalice.org/virginia>.
11. Provide services without requiring documentation of immigration status;

D. **OUTCOMES MEASURED:** Each purpose area below incorporates pre-defined outcomes. For all purpose areas, VDSS may convene input sessions with local sexual and domestic violence agencies to develop strategies to measure their associated outcomes. Outcomes shall be measured over a two year period and relevant statewide efforts to prepare, prevent, and respond to COVID-19 through at least one of the following:

1. Support the emergent needs of survivors who have been impacted by the COVID-19 public health emergency.  
High Level Outcome:
  - a. Increased access to health, wellbeing, and behavioral health supports for survivors and children.
  - b. Enhanced supportive services for survivors that are safe and accessible where they need them most.
2. Assist with the transition to virtual, remote services, teletherapy and telehealth services, and assistance to survivors.  
High Level Outcome:
  - a. Safe voluntary access to virtual/remote and in-person services.
  - b. Enhanced supportive services for survivors that are safe and accessible where they need them most
3. Reduce the exposure to and risk of contracting the COVID-19 virus for survivors.  
High Level Outcome:
  - a. Reduced burden for programs that do not have resources and staff to support COVID-19 mitigation.
  - b. Enhanced supportive services for survivors that are safe and accessible where they need them most
4. Ensure the continuity of programs and services during the COVID-19 public health emergency, which includes responding to issues such as adapting to fluctuating needs and changing circumstances.  
High Level Outcome:
  - a. Increased usage of mobile advocacy services for survivors.
  - b. Enhanced supportive services for survivors that are safe and accessible where they need them most.

### III. ELIGIBILITY INFORMATION

**A. Cost Sharing or Matching Requirements:** No matching funds are required for these grant awards. This award may not be used to match other grant awards.

**B. Funding Considerations and Restrictions:** The Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2021, and [Consolidated Appropriations Act, 2021](#), (Division H, Title II, Sec. 202), limit the salary amount that may be awarded and charged to ACF grants and cooperative agreements. Award funds issued under this announcement may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the "Rates of Pay for the Executive Schedule" is \$199,300. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the applicant organization. This salary limitation also applies



to subawards and subcontracts under an ACF grant or cooperative agreement. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2021/EX.pdf>.

- C. Eligible Applicants:** Eligible applicants must be incorporated nonprofit organizations or local governments in Virginia with a demonstrated history of providing dedicated domestic violence and/or sexual assault services in Virginia during state fiscal year 2022 (7/1/2021 to June 30, 2022). For all non-profit organizations, proof of an IRS 501(c) 3 designation is required at the time of application.

#### **IV. APPLICATION SUBMISSION INFORMATION**

##### **A. General Instructions**

1. RFA Response: In order to be considered for selection, Applicants must submit a complete response to this RFA. Applications shall only be submitted electronically through eVA. One (1) complete application and all required forms and attachments must be uploaded to the eVA VBO application prior to the date and time set for receipt. The electronic file copy must be named with the following naming convention: the RFA number and the name of the Offeror (ex. FAM-22-082 Your Company's Name). If the proposal contains proprietary information or not, the Offeror must also submit Attachment K and one (1) electronic copy with proprietary information redacted if applicable.

Note: eVA may not allow an Applicant to upload documents after the cut-off time and date set for proposal receipt. Any submission partially uploaded at the cut-off time and date may be considered incomplete.

At the eVA website [www.eva.virginia.gov](http://www.eva.virginia.gov) Applicants must log-in as a vendor using their eVA username and password.

Please contact the eVA Customer Care for instructions and/or assistance in uploading documents and/or log-in.

Hours: 8:00 AM to 4:45 PM, Monday through Friday

Phone Toll Free: 866-289-7367

Email: [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

No other distribution of the proposal shall be made by the Applicant.

The Application must be signed electronically (name and title) by an authorized representative with authority to bind the Applicant to the contract.

##### **B. Application Preparation Instructions:**

1. Applications shall be signed by an authorized representative of the applicant. All information requested should be submitted. Failure to submit all information requested may result in the VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the application. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Applications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFA. Emphasis should be placed on completeness and clarity of content. All pages of the application should be numbered.
3. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFA 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 protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire application document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the application. If, after being given reasonable time, the applicant refuses to withdraw an entire classification designation, the application may be rejected.

**All awarded contracts and modifications, including Memorandum of Agreements (MOAs) shall be posted in eVA by the Virginia Department of Social Services, Procurement.**

- C. **Deadline for Questions Concerning Application Requirements and Documents:** If any prospective applicant has questions about the specifications or other application documents, the prospective applicant should contact the contract officer indicated below no later than five working days before the application due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

Contract Officer: Nezette Howard  
Email: [Nezette.howard@dss.virginia.gov](mailto:Nezette.howard@dss.virginia.gov)

## **V. APPLICATION FORMAT, CONTENT AND REQUIRED FORMS**

- A. **Application Format:** Applications should be as thorough and detailed as possible so that the VDSS may properly evaluate your organization's capabilities to provide the required services. The application narrative must be typed into in a font size of 11 or greater using a conventional font such as Times New Roman, Arial, or Courier. All pages of the narrative should be numbered. Applications must be organized in the order in which the requirements are presented in the Application Content and Required Forms section below.
- B. **Application Content and Required Forms:** Applicants are required to submit the following items as a complete application:"
1. **GRANT APPLICATION COVER SHEET (Attachment A):** The Grant Application Cover Sheet must be completed and signed by an authorized representative of your organization.
  2. **GRANT APPLICATION CHECKLIST/TABLE OF CONTENTS (Attachment B):** Verify and check whether each item is included or not included in the application.

2. **ADDENDA**: Sign and return all addenda acknowledgments, if any.
3. **APPLICATION NARRATIVE**: The application narrative must be typed and submitted with the application. Each section of the narrative should be clearly labeled as written below (such as **Description of Applicant Agency**) and in the order presented.
  - a. **Description of Applicant Agency** (Limit 1 page): Provide a narrative description of the purpose and goals of the applicant agency, the agency's programs and services, geographic areas served, the number and type of people served, and organizational structure of the agency including the number and type of staff; programs, activities, or previous programmatic accomplishments; identify the scope of work selected for the applicant agency and describe the agency's experience providing Sexual Assault and and/or Domestic Violence Services; and effective use of existing community resources. Demonstrate one year of services by attaching the 2021 calendar year VaData report to your application or an internal data report with no personally identifying information present.
  - b. **Description of Proposed Services** (Limit 2 pages) Provide a descriptive summary of the proposed project(s)/activities. Be as specific and detailed as possible.
    1. Provide a description of what projects/activities will be provided and explain how the services will be provided to specific groups or individuals, including where the services will be provided, when the services will take place, and how often the services will occur.
    2. Identify and clearly describe the target population, numbers to be served overall, the number to be served by each activity/service (and/or the number to be reached through public education/awareness activities), and the geographic boundaries of service delivery.
    3. Discuss how these services specifically address the needs of the target population.
    4. Describe how these projects/activities will coordinate and link with other efforts in the community.
    5. Identify any staff positions for which funding is requested and their role in providing the proposed services/activities.
  - c. **Need for Project** (Limit 2 pages) Provide a clear statement of the unmet need(s) to be addressed in this proposal by focusing on the community to be served. Describe the need for the specific project/activities compared against existing local services. Include needs of underserved populations in your service area, how they were identified, as well as how you intend to provide services to them. Briefly describe the specific impact that COVID-19 has had on your agency. What are the current COVID-19 related needs of survivors? How will these funds meet those needs? Support the unmet need with linkage to statistics, community characteristics, lack of similar resources, etc. Indicate whether the proposed project/activity is new (has never been conducted) or already existing. If the proposed project is a continuation of existing services, information about previously existing financial resources should be cited such as source, amount and any reason funds were terminated or insufficient. Programs should state what attempts have been made to secure other funding sources. Information such as numbers served, cost per client, impact of the project on the problem, and the need for continuation should also be addressed by ongoing projects.
  - d. **Description of Staff and Responsibilities** (Limit 1 page) Identify the staff responsible for service provision/project coordination. Provide the number, positions, and qualifications of staff, paid and/or volunteer, who must be involved in the project. Describe how staff shall be recruited, if not already in place. Discuss the methods used to monitor staff performance. If the service is subcontracted, provide the name, qualifications and experience of proposed

- subcontractor. Describe any technical assistance and support that will be provided to volunteers, staff and others, and how success should be measured. Attach an organizational chart which clearly identifies where this project may fit and that identifies all existing and proposed positions listed in the Activities/Outcomes Work Plan form (Attachment \_D and E\_) and Budget (Attachment \_F and G\_).
- e. **Program Goals and Objectives** (Limit 1 page) Clearly define and discuss the project goals and objectives and describe how they will be met. For each purpose area included in your attached application work plan, list the activities and describe the COVID-19 related needs of your agency as well as the planned services and supports for survivors. The goals and objectives must align with the goals and objectives on the Activities/Outcomes Work Plan form, Attachment \_D & E\_.
  - f. **Evaluation** (Limit 3 pages): Describe an evaluation plan to measure the degree of success in accomplishing project goals and objectives and achieving outcomes with respect to identified scope. Provide assurance that the agency has capacity to do required data collection, record keeping, and outcome measurements. Present a plan for determining the degree to which the program objectives/outcomes (described above) are/will be met. The evaluation plan should include a mechanism for ongoing review, record keeping, data collection, and analysis of cost effectiveness. Attach tools and surveys to be used to this application package.
4. **ACTIVITIES/OUTCOMES WORK PLAN FORM (Attachment \_D & E\_)**: Complete the project Activities/Outcomes Work Plan form, Attachment D & E, to describe the project methodology. Duplicate Attachment \_D & E\_ as needed. Detail the strategies and activities necessary to achieve the project goals, objectives and outcomes. Include specific target dates for the beginning and end of each activity, including specific planning activities and staff responsible. Specify any details for subcontracting. Identify target population, numbers to be served and units of service for each objective and activity.
  5. **BUDGET and BUDGET NARRATIVE (Attachment \_F & G\_)**:

Complete all pages of the Budget in the Excel Workbook (Attachment \_F & G\_) outlining the proposed budget. Instructions for completing the Budget are located on the 1st tab of the Excel Workbook which should be reviewed before entering any information in the document.

The Budget may include an Indirect Cost Rate. Applicants with a federally approved indirect cost rate must submit, as a separate attachment, a copy of the NICRA (Negotiated Indirect Cost Rate Agreement) from the applicable federal agency that specified the approved rate. If no federally negotiated rate exists, applicants may elect to charge a *de minimis* rate **up to** 10% of Modified Total Direct Cost (MTDC) or negotiate a rate with the grantee. An Applicant's costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.

A budget narrative is also a requirement, and the template is located on the last tab of the Budget workbook. Use this worksheet to justify all proposed expenditures by explaining the cost, how the costs were determined and calculations to support the expense. The cell for the narrative description will expand to accommodate all explanations and they should, therefore, be as comprehensive as possible. *All requested costs must be linked to the program goals and objectives. Not doing so could result in individual line-item requests not being approved.*

Instructions for the Budget Narrative are located on the first tab with all other Budget Instructions.

6. ASSURANCES, CERTIFICATIONS and OTHER REQUIRED FORMS:

- a. Provide a letter from the applicant's agency head, finance director, or treasurer (with signature) indicating that the agency understands that this is a reimbursable grant, and that the applicant has sufficient funds available to cover 3 months of expenses prior to reimbursement. If your organization does not have 3 months, then a plan of action must be submitted to provide how you will ensure upcoming expenditures will be covered within required time frames.
- b. Applicant's Non-Discrimination in Employment Policy
- c. Applicant's Confidentiality Policy
- d. Copy of applicant's most recent audit or financial statement
- e. 501(c)(3): Certification from the IRS (non-profit applicants only)
- f. Authorizations and Certifications (Attachment H) Includes: Authorization To Receive Automated Data; Confidentiality; LGBTQ Access to Services –Anti-Harassment/Anti-Bullying Policy in place by 1/1/2023; No Fee Assurance; Electronic Data Interchange; State Corporation Commission Form; Certification Regarding Lobbying; Non-Construction Programs (SF-424B)
- g. FFATA Form (Attachment I)
- h. W-9 Request for Taxpayer Identification Number and Certificate (Attachment J)
- i. Proprietary Confidential Information Identification (Attachment K)
- j. State Corporation Commission Form (Attachment M)

## VI. EVALUATION AND AWARD CRITERIA

- A. **Review and Selection Process:** Applicants are evaluated on the basis of the criteria set forth in this RFA, using the scoring weights previously determined. All RFA responses are to be evaluated. Applications not meeting requirements should be scored lower. Each application will be read by a review panel who will rate the applications using the evaluation criteria indicated in this RFA. The grantee will endeavor to ensure sub-grant awards are made within each region of the state or statewide to ensure a continuum of services is provided to the citizens of the Commonwealth.

The evaluation will be adjectival, and applications will be rated using the criteria in the table below.

Rating	Description
<b>Exceptional</b>	Applicant's proposal exceeds requirements and/or demonstrates an exceptional understanding of goals and objectives of the procurement. Major strengths are illustrated. No significant weaknesses exist.
<b>Acceptable</b>	Applicant's proposal demonstrates an acceptable understanding of goals and objectives of the procurement. There may be strengths and weaknesses; however, strengths outweigh the weaknesses.
<b>Marginal</b>	Applicant's proposal demonstrates a minimal understanding of the goals and objectives of the procurement. Weaknesses have been found that out balance any strengths that exist.
<b>Unacceptable</b>	The content of the Applicant's proposal is significantly incomplete and/or the proposal fails to demonstrate an understanding of the goals and objectives of the procurement.

Plus and minus (i.e. Exceptional-, Acceptable +, Acceptable -, Marginal +, Marginal -) may be used by evaluators to differentiate proposals whose rating for an evaluation criteria fall, for example, within the "acceptable" rating category based on the above description but may be a little stronger or weaker than another proposal receiving an "acceptable" rating.

- B. **Evaluation Criteria:** The following criteria will be used in the review of applications:

- 1) **Agency Eligibility & Capacity** (30 points)
  - a) Agency has provided DV and/or SA services for at least 12 months and attached data to demonstrate the services provided.
  - b) Agency has demonstrated dedication to the provision of DV and/or SA services by including these services in their mission statement and/or by providing these services on a continuous basis.
  - c) The applicant agency has demonstrated staffing and organizational infrastructure to implement the project by including relevant documents such as organizational chart and job descriptions.
  - d) Applicant has the financial capacity to operate under a reimbursable grant, as demonstrated by fiscal letter and agency budget.
- 2) **Need for the Project** (20 points)
  - a) The need for funding in the narrative connects directly to COVID-19 and to the services or activities proposed.
  - b) Local statistics and data reflect the current needs of the applicant.
  - c) Survivor needs are clearly explained and survivor voice is reflected in the needs.

- d) Project reflects demonstrated commitment to serving underserved populations by providing considerations for the disproportionate impact of COVID-19 on these communities, especially Black and brown populations, and older adults.
- 3) **Project Quality** (25 points)
- a) Separate, two-year Work Plans (**Attachments D and/or E**), are used for DV and SA funding requests, with scope of work clearly identified
  - b) Each purpose area listed in **Agency Information Attachment C** is included in the work plan(s)
  - c) Proposed activities in the work plan and narrative support the COVID-19 related needs of survivors
  - d) Activities are clearly stated in the work plan and outputs include intended service counts (people served and frequency)
  - e) Subcontracts listed in the work plan and budget are reasonable, justified, and do not outsource a primary aspect of the proposed services
- 4) **Budget** (15 points)
- a) Separate, two-year Budgets (**Attachments F and/or G**), are used for DV and SA funding requests
  - b) Budget(s) clearly connects to the proposed work plan(s)
  - c) Staff listed in the budget have correlating job descriptions that reflect their responsibilities associated with the project.
  - d) Budget narrative(s) thoroughly explains the basis for all costs with calculations and number of units
  - e) Vehicle requests clearly explain need and a connection to COVID-19 in the narrative and two-year budget. A full justification is not required until funded.
- 5) **Evaluation** (10 points)
- a) The applicant has identified the purpose area(s) and outcome(s) that they intend to address in their work plan, with respect to their identified scope of work
  - b) The applicant has stated their willingness in developing metrics for the identified outcomes in collaboration with VDSS.
  - c) The DSS identified outcomes are used for each of the Purpose Areas included in the Work Plans (**Attachments D and/or E**)
  - d) Other tools applicable to the project are attached.
- C. **Selection Of Applicants For Award:** Selection shall be made of applicants deemed to be fully qualified and best suited among those submitting applications on the basis of the evaluation factors included in the Request for Applications. The agency shall select the applicant(s) which, in its opinion, has made the best proposal, and shall make sub-awards to those applicants. The Commonwealth may cancel this Request for Applications or reject applications at any time prior to an award. The sub-award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation, and the applicant's application as negotiated, if applicable.

**D. Anticipated Announcement and Award Dates**

Pre-Application Conference	January 31, 2023
Application Due Date and Time	February 28, 2023 10:00 AM
Award Decisions are posted on eVA	June 2023
Subaward Begin Date	July 1, 2023

**VII. REPORTING REQUIREMENTS**

- A. Programmatic Progress Reports are due semi-annually to the Office of Family Violence. The assigned Contract Administrator may require other reports on a regular or ad hoc basis. Your Agency will be required to report on the Outputs and Outcome Measures by semi-annual by both program period and cumulatively. The initial Progress Report through December 30, 2023 is due by January 30, 2024. The second semi-annual report shall include both six (6) month and year-end data. A VA data report covering each reporting period (six (6) month and year-end) must be submitted with each report.
- B. All Progress Reports shall contain detailed descriptions of Program Activities, Output Measures, Prevention Initiatives (if provided), Case Studies, obstacles or barriers that may have prevented Subgrantee from achieving activities and outcomes identified in the work plan, and other updates.
- C. The Progress Reports are due no later than January 30th and July 30th. The form is included herein (Attachment L).

Late and Incomplete Reports: A Subrecipient’s consistent lateness or incomplete reporting can be a basis for discontinuing funding. After a second late report, VDSS may give a warning. After a third late report, VDSS may consider discontinuing services. If VDSS rejects a report, it will not be considered as late because of the rejection if it was otherwise timely submitted. Resubmitted reports after rejection must be submitted within one week of the rejection to be considered timely.

**VIII. ADMINISTRATION REQUIREMENTS**

- A. **EQUIPMENT:** Equipment is defined as an article of equipment equal to or in excess of \$5,000 and having a useful life of more than one year. Equipment purchased under the terms of this agreement shall be limited to equipment indicated in the approved budget incorporated in the agreement. The subrecipient 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 subrecipient 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.

If the grantee permits the subrecipient to purchase real property or equipment with grant funds, grantee retains a residual financial interest, enabling the grantee 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).



- B. **LIMIT ON GRANTEE SALARIES:** Funds appropriated by Congress for these programs include a provision that the amount that “shall be used to pay the salary of an individual, through a grant or other extramural mechanism” must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages> under the “Rates of Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the grantee organization. This salary limitation also applies to sub-awards and subcontracts under an ACF grant or cooperative agreement. (i.e., See Public Law 115-31, the “Consolidated Appropriations Act of 2017”)
- C. **RECORDS ACCESS:** The federal awarding agency, Inspectors General, the Comptroller General of the United States, the grantee, and its authorized representatives shall have the right of access to any documents, papers, or other records of the subrecipient which are pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. The right shall also include timely and reasonable access to the subrecipient’s personnel for the purpose of interview and discussion related to such documents. (See § 200.336)
- D. **SUBRECIPIENT MONITORING:** The grantee may monitor and evaluate the subrecipient'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 subrecipient’s services or operations, audit reports, and other mechanisms deemed appropriate by the grantee. The subrecipient shall furnish the grantee on request information regarding payments claimed for services under this agreement. 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 grantee, 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 subrecipient, the subrecipient shall reimburse the grantee upon demand.

Performance under this agreement shall be a primary consideration for extension of this agreement and may be a consideration in future grant awards and negotiations.

- E. **TERMINATION OF AGREEMENT:** This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):
1. The grantee may terminate this Agreement, in whole or in part at any time, if the subrecipient fails to comply with federal statutes, regulations, or terms and conditions of the Federal award or subaward. Upon receipt of a notice of termination the subrecipient shall stop all work and the grantee will cease all payments. The termination decision may be considered by the grantee in evaluating future applications submitted by the subrecipient;
  2. The grantee may terminate this Agreement for cause;
  3. The grantee may terminate this Agreement with the consent of the subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

4. The subrecipient may terminate this Agreement upon sending the grantee written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the grantee determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purposes for which the award was made, the grantee may terminate the award in its entirety; or
5. If the federal awarding agency terminates its agreement with the grantee, the grantee shall terminate the Agreement with the subrecipient.

In the event of any termination for convenience, at the grantee's option, all finished or unfinished documents, data, studies, surveys, photographs, reports, or other materials prepared by the subrecipient under this Agreement shall, at the option of the grantee, become the property of the grantee, and the subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

- F. **AUDIT:** The subrecipient 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 subrecipient further agrees to comply with the audit and reporting requirements defined by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F – Audit Requirements, as applicable. A subrecipient who expends \$750,000 or more in combined federal funding during the subrecipient's fiscal year is required to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse (FAC) within the earlier of thirty calendar days after receipt of the auditor's report(s) by the subrecipient, or nine months after the end of the audit period.

For specific questions and information concerning the submission process:

Visit the Federal Audit Clearing House

[Khttps://harvester.census.gov/facides/\(S\(ilywi5ipbj3rjov5zvulfnos\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(ilywi5ipbj3rjov5zvulfnos))/account/login.aspx)

Call FAC at the toll-free number: (800) 253-0696

## IX. GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAWS AND COURTS:** This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** The subrecipient certifies 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. 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 agreement 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 agreement, the subrecipient agrees as follows:
    - a. The sub-recipient 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-recipient. The sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient 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 the requirements of this section.
    - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
    - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
  2. The subrecipient 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.
- C. **ANTITRUST**: By entering into an agreement, the subrecipient 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 agreement.

- D. **ASSIGNMENT OF AGREEMENT:** This agreement shall not be assignable by the Subrecipient in whole or in part without written consent of the Commonwealth.
- E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- F. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The subrecipient 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 unless disclosure is required pursuant to court order, subpoena or other regulatory authority, 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. Subrecipients 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. Subrecipients shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.
- G. **DEBARMENT STATUS:** The subrecipient certifies that they are not currently debarred by the Commonwealth of Virginia from entering into a contract for the type of services covered by this Agreement. Subrecipient 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.
- H. **DRUG-FREE WORKPLACE:** During the performance of this agreement, the subrecipient agrees to (i) provide a drug-free workplace for the subrecipient'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 subrecipient'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 subrecipient that the subrecipient 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 subrecipient, 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 subrecipient, 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. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- J. **FEDERAL EXCLUDED PARTIES LIST:** This agreement is being funded in whole or in part by funds granted to grantee by the US Government. Under Federal Executive Order 12549, all contractors receiving individual awards, using federal funds of \$25,000 or more, and all sub-recipients, certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By entering into this agreement, the subrecipient represents that neither the subrecipient nor any of its principal officers are on the Federal Excluded Parties List.
- K. **HUMAN TRAFFICKING PROVISIONS:** By entering into a written agreement, the Subrecipient certifies to the Commonwealth that they will comply with the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-traffic-in-persons>
- L. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written agreement with the Commonwealth of Virginia, the subrecipient certifies that it does not, and shall not during the performance of the agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- M. **LOBBYING PROHIBITIONS:** Federal grant funds may not be used by any subrecipient (at any tier) to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93)
- N. **MANDATORY DISCLOSURES AND REVIEW OF RISK REQUIREMENTS:** Non-Federal entities must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to comply may result in any noncompliance remedies, including debarment and suspension. (See 31 U.S.C. 3321, 41 U.S.C. 2313, provisions found in Federal regulations at 45 CFR 75.113 and 2 CFR Parts 180 and 376.)
- O. **NONDISCRIMINATION OF SUBRECIPIENT:** A subrecipient shall not be discriminated against in the award of this agreement 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 subrecipient 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.

- P. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the State pursuant to the agreement 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 a subrecipient shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the subrecipient 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.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the subrecipient in the performance of its obligations under this agreement shall be the exclusive property of the grantee and all such materials shall be remitted to the grantee upon completion, termination or cancellation of this agreement. The subrecipient shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the subrecipient's obligations under this agreement without the prior written consent of the grantee. Any materials produced under this agreement must bear a statement that the project was supported by the grantee and identify the title of the funding source.

Q. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the p a y m e n t 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
      - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
    - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
  3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition 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.
- R. **POLITICAL ACTIVITY PROHIBITED:** The Subrecipient funded under this agreement shall not use these program funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with any partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office.
- S. **PRIME SUBRECIPIENT RESPONSIBILITIES:** If approval is granted by the grantee to

subcontract any portion of this agreement, the subrecipient shall be responsible for completely supervising and directing the work under the agreement and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this agreement shall be responsible to the prime subrecipient. The subrecipient agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- T. **RELIGIOUS ACTIVITY PROHIBITIONS:** Direct federal grants, sub-awards, or contracts shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, the subrecipient must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. (See 45 CFR Part 87)
- U. **SAME-SEX MARRIAGE PROVISIONS:** In accordance with the decision in United States vs Windsor (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. “Same-Sex Spouses” means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. “Same-Sex Marriages” means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. “Marriage” does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
- V. **SMOKE FREE ENVIRONMENT:** The subrecipient certifies to the Commonwealth that it will comply with the requirements of Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994”, 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 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. Additionally, the subrecipient certifies that it will include the above language in any subawards that contain provisions for children’s services.
- W. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror or applicant agency organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror or applicant agency that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title



13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror or applicant agency is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror or applicant agency was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- X. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the grantee. In the event that the subrecipient desires to subcontract some part of the work specified herein, the subrecipient shall furnish the grantee the names, qualifications and experience of their proposed subcontractor(s). The subrecipient 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.
  
- Y. **SUBRECIPIENT AS INDEPENDENT ENTITY**: During the performance of this agreement, the subrecipient shall be regarded as an independent entity and not as an agent or employee of the Commonwealth of Virginia or the grantee. The subrecipient shall be responsible for all its own insurance and federal, state, local and social security taxes.
  
- Z. **SUPLANTATION OF FUNDS**: The subrecipient assures that funds made available under this agreement 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 the Sexual Assault and Domestic Violence Program.
  
- A. **CHANGES TO THE AGREEMENT**: Changes can be made to the agreement in any of the following ways:
  - 1. The parties may agree in writing to modify the terms, conditions, or scope of the agreement. 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 agreement at any time by written notice to the subrecipient. Changes within the scope of the agreement 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 subrecipient shall comply with the notice upon receipt, unless the subrecipient 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 subrecipient 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 subrecipient 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 subrecipient's records and/or to determine the correct number of units independently; or
- c. By ordering the subrecipient 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 agreement. The same markup shall be used for determining a decrease in price as the result of savings realized. The subrecipient 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 subrecipient 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 agreement price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this agreement 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 agreement shall excuse the subrecipient from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the agreement generally.

## X. COMPENSATION

For providing the services specified in the subaward, the Subrecipient will be reimbursed quarterly. The Subrecipient shall submit expenditure statements within 15 days following the end of the quarter in which services were performed.

## XI. PAYMENT METHOD

- A. Disbursement of funds will follow a cost reimbursement procedure and will be for actual funds expended. Actual expenditures shall be itemized and invoiced pursuant to approved line item budget categories in Attachments F and/or G of the subaward agreement. Subrecipients shall only be reimbursed for costs that have been incurred within the grant subaward period. Requests for reimbursement *shall be submitted on forms supplied by VDSS* and must contain the agreement number and the Subrecipient's federal identification number. The subrecipient shall submit an expenditure statement showing no services delivered if that is the case in any invoice period. All requests for reimbursement must be submitted to grant monitors at [OFV.invoices@dss.virginia.gov](mailto:OFV.invoices@dss.virginia.gov).
- B. No amendments to the approved budget may be made without the prior written approval of VDSS, and budget amendments must be requested in writing. The Subrecipient may request up to three budget amendments per year, and no more than one per quarter. The Subrecipient must be prepared to pay expenses as they are incurred and then submit expenditure requests for funds on a quarterly basis in arrears to VDSS for reimbursement. In cases where no costs are incurred for a particular month, the Subrecipient shall submit a financial report showing no services delivered for that time period.
- C. The Subrecipient should allow 30 days from the time expenditure statements are received by the VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date a corrected expenditure statement is received.
- D. The Subrecipients must also submit the final request for reimbursement to VDSS within 15 days (by July 15, 2025) after the expiration of the grant period on June 30, 2025.
- E. The Subrecipient shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth of Virginia. VDSS will monitor expenditures.
- F. VDSS will not pay for non-allowable expenses, or for work performed that is not in conformity with the contract, applicable federal, state and local laws, ordinances, rules and regulations. The method of payment to be used will depend on the type of organization receiving funds or serving as the fiscal agent:
  - If the Subrecipient is a state agency, then reimbursement will be handled through Virginia's Interagency Transfer system. Payments may be made monthly.
  - If the Subrecipient is not a state agency then the Subrecipient shall submit monthly expenditure statements to VDSS. Subrecipient shall be reimbursed using the Virginia Department of Account's (DOA) Remittance Electronic Data Interchange (EDI). All reimbursements will be deposited electronically through the Department of Account's Remittance Electronic Data Interchange (EDI) Virginia. Subrecipients seeking

reimbursement from VDSS through the invoice process must be or become eligible to receive reimbursement through EDI by subaward. Application information for EDI is found on DOA's website: [www.doa.virginia.gov](http://www.doa.virginia.gov).