

**Virginia Department of Social Services  
Division of Family Services  
Office of Family Violence**

**Request for Applications (RFA)  
RFA No.: FAM-22-078  
Domestic Violence Prevention and Services Program**

SECTION I – AWARD INFORMATION	2
SECTION II – PROGRAM OPPORTUNITY DESCRIPTION & REQUIREMENTS	4
SECTION III – ELIGIBILITY INFORMATION	9
SECTION IV – APPLICATION SUBMISSION INFORMATION	10
SECTION V – APPLICATION FORMAT, CONTENT AND REQUIRED FORMS	11
SECTION VI – APPLICATION REVIEW INFORMATION	16
SECTION VII – PROGRESS REPORTS	19
SECTION VIII – ADMINISTRATIVE REQUIREMENTS	20
SECTION IX – GENERAL CONDITIONS	22
SECTION X – PAYMENT TERMS	32

**ATTACHMENTS**

Attachment A – Grant Application Cover Sheet  
Attachment B – Application Checklist / Table of Contents  
Attachment C – Federal Funding Accountability and Transparency Act Form (FFATA)  
Attachment D – Workplan (D.1), UPOP Workplan (D.2), and (optional) Prevention Workplan (D.3)  
Attachment E – Budget and Budget Narrative  
Attachment F – Authorizations & Certifications (including SCC Form, Certifications Regarding Lobbying, Assurances- Non-Construction Programs)  
Attachment G – W-9 Request for Taxpayer Number and Certificate  
Attachment H – Pre-Award Questionnaire  
Attachment I – Proprietary Confidential Information Identification  
Attachment J – Electronic Data Interchange Form

**APPENDICES**

Appendix I – RFA Reference List  
Appendix II – Progress Report Form  
Appendix III – Program Guide for Allowability of Costs  
Appendix IV – Virginia Map  
Appendix V – Definitions

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, Sexual Orientation, Gender Identity, Political Affiliation, Or Veteran Status, Or Any Other Basis Prohibited By State Law Relating To Discrimination In Employment. Faith-Based Organizations May Request That The Issuing Agency Not Include Subparagraph 1.f In General Condition C. Such A Request Shall Be In Writing and Explain Why an Exception Should Be Made In That Request for Applications.

## SECTION I – AWARD INFORMATION

- A. **Purpose:** The purpose of this Request for Applications (RFA) issued by the Virginia Department of Social Services (VDSS) is to solicit sealed Applications to establish subawards for the provision of comprehensive domestic violence services in Virginia. This is not a Research and Development (R&D) Grant.

Two (2) “groups” are designated as Category A (domestic violence services) and Category B (primary prevention services) under this funding opportunity. All Applicants must provide comprehensive domestic violence services (Category A), but Category B is optional. Applicants may apply for both, yet each category will be scored separately.

Applicants may submit only one (1) response per agency, (A & B) is considered one (1) response to this RFA.

**Diversity, Equality, Inclusion Statement:** 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 fully embedding our commitment to diversity, equity and inclusion into specific and actionable practices throughout our entire social services system.

**Informational Purposes:** 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. Access to the platform is free until June 10, 2022.

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/>

- B. **Funding Information:** Subgrant awards are being funded in part with federal funds. Each subrecipient of a subaward will receive funding from each of the following sources:

Federal Awarding Agency: U. S. Department of Health and Human Services

CFDA Number: 93671

Federal Award Project Description: Family Violence Prevention and Services Act

Amount of Federal Funds Obligated by this Action: \$2,198,419

Description: FVPSA is a federal funding source. Funds are awarded to Virginia for the provision of shelter and services for survivors/victims of domestic violence. Funds will include funds from the American Rescue Plan Act.

Federal Awarding Agency: U. S. Department of Health and Human Services

CFDA Number: 93558

Federal Award Project Description: Temporary Assistance to Needy Families

Amount of Federal Funds Obligated by this Action: \$5,075,473

Description: Temporary Assistance for Needy Families (TANF) is a federal block grant intended to assist low-income families achieve. The funds are authorized by the General Assembly of Virginia.

Other Funding Sources: Virginia Family Violence Prevention Program and State General Funds

CFDA Number: 93667

Project Description: The Virginia Family Violence Prevention Program is general and non-general funds appropriated by the Virginia General assembly for the provision of domestic violence services. State General Funds are funds appropriated by the Virginia General Assembly for the provision of domestic violence services.

Amount of General and Non-general funds Obligated by this Action: \$755,934

Over the years, new domestic violence programs have been developed, meeting new or expanded needs of specific communities while other programs have found it necessary to close their doors. Funds provided through this solicitation are intended to support local efforts to provide community tailored domestic violence (DV) services to survivors/victims and their children. However, these funds are not sufficient to fully provide even the basic services in every area. Strong local domestic violence programs must obtain funding from a broad base of federal, state and local sources to fully address local needs. Most of the grant-funded domestic violence programs have developed a balanced blend of funding sources that has offered financial stability throughout difficult economic times.

VDSS has not yet received final notification of funding levels for FY 2023. Level funding is anticipated. A limit of \$600,000 of the total funds available will be designated for primary prevention initiatives. Subawards made from this solicitation shall not exceed the maximum reimbursable amount of \$155,000, contingent upon approval by the federal and state funding authorities.

- C. **Period of Performance:** The initial subaward period will begin July 1, 2022 or until the Agreement(s) is fully executed, whichever is the latest and end June 30, 2023 with the possibility of three (3) consecutive one (1) year renewals.
- D. **Optional Pre-Application Conference:** An optional, virtual pre-application conference will be held on Monday March 7, 2022 from 10:00 AM to 12:00 PM EST. The Goggle Meet link is: [meet.google.com/ugh-tptg-cbs](https://meet.google.com/ugh-tptg-cbs) and dial-in number is (US) +1 617-675-4444 PIN: 422 282 313 3340# to enter the conference. Attendees are strongly encouraged to register prior to the date and time of the conference. In order to register, please send an email to [vivian.doobay@dss.virginia.gov](mailto:vivian.doobay@dss.virginia.gov) with the subject line "RFA# FAM-22-078 DVP and SP". The purpose of the conference is to allow potential applicants an opportunity to present questions and receive clarification on any section of the RFA. After the pre-application conference, all questions must be submitted in writing to [vivian.doobay@dss.virginia.gov](mailto:vivian.doobay@dss.virginia.gov). The last day for receipt of questions is March 11, 2022 @ 2:00 PM. All questions will answer questions as expeditiously as possible. Any changes to the RFA resulting from this conference or questions received will be issued in a written addendum to the RFA and will be posted on the statewide electronic procurement system eVA

website at <http://www.eva.virginia.gov>.

## SECTION II – PROGRAM OPPORTUNITY DESCRIPTION & REQUIREMENTS

- A. **Program History or Background:** In 1982 the VDSS began working with the statewide domestic violence coalition and local domestic violence programs to promote effective and supportive services to survivors/victims of domestic violence in communities across the Commonwealth. The Office of Family Violence (OFV) administers the grant funding and continues to offer the Domestic Violence Prevention and Services Grant, promotes the provision of technical assistance and training and addresses the needs of families experiencing domestic violence who are involved with local departments of social services.
- B. **Purpose of Funds (Category A and Category B):** This RFA distinguishes two (2) categories of service provision, designated as Category A (domestic violence services) and Category B (primary prevention). All Applicants must apply for funding for domestic violence services (Category A), but may also apply for primary prevention services (Category B). Applicants may apply for both; however, each category will be scored separately. Only those Applicants receiving funds in Category A will be eligible to receive funds for Category B. The total combined award for Categories A & B shall not exceed \$155,000. Any unmet funding requests for Category B will be supplemented in Category A, as to not reduce the expected total award.

VDSS intends to fund organizations that demonstrate the provision of comprehensive domestic violence services that may be funded through numerous other funding sources.

In FY 2023, funds under this solicitation may be used for the following purposes. Applications are required to include, at a minimum, items 1 & 2 below.

1. Provide comprehensive services recognized by VDSS-OFV including:
  - a. Direct crisis services to survivors/victims of domestic violence and their children. This includes, but is not limited to: hotline services, crisis intervention, transportation, safety planning, and equitable access to shelter and shelter services such as hotels or other partnered-site locations. These services must be available 24 hours a day to all survivors/victims and their children.
  - b. Ongoing services for survivors/victims and their children who have experienced domestic violence. This includes, but is not limited to: providing enhanced advocacy, information and referrals to community-based services, residential shelter services, children's services, support groups, and accompaniment services.
  - c. [Trauma-informed](#) and culturally relevant services to all clients and their children. This includes, but is not limited to: voluntary, accessible and culturally-supportive services; legal advocacy; mobile services; and other survivor-centered practices.
2. Provide trauma and culturally-relevant outreach, education and services to underserved populations as identified.
3. Educate communities and stakeholders on the prevalence and impact of domestic violence along with the relevant needs of survivors/victims in the service area.
4. Develop or expand community partnerships and collaborations to improve the provision of trauma-informed and culturally-relevant support services to survivors/victims of domestic violence.
5. Provide primary or secondary domestic violence [prevention-based strategies](#) using culturally-

relevant approaches to ensure attention is given to underserved and/or population-specific communities.

**C. Program Requirements:**

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 VAdat 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. Develop and/or maintain a grievance policy that outlines the procedures for the complaint process for bullying and/or harassment for the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) population.
9. 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.
10. Register with the System for Award Management (SAM) and have a Dun & Bradstreet (DUNS) number; <https://www.grants.gov/web/grants/home.html>.
11. Pay at least a living wage to all grant-funded staff, following the guidelines for a single individual; <https://www.unitedforalice.org/virginia>.
12. Provide services without requiring documentation of immigration status;
13. Register or update registration with Virginia 211.  
<https://www.211virginia.org/consumer/addUpdateAgency/index.php/AgencyLogin>;
14. Develop and/or maintain a plan to ensure effective communication and equal access including:
  - a. Communication with individuals with Limited English Proficiency
  - b. Use of qualified interpretation and translation services
  - c. Communication with individuals who are Deaf or have disabilities
  - d. An outreach plan that includes a public information component

- D. Outcome Measures:** FVPSA requires each state to collect data from the local domestic violence programs regarding the outcomes of services. This project, “Documenting Our Work” (DOW,) was developed by the National Resource Center and uses data to evaluate domestic violence services and how the services provided are helpful to survivors/victims. Subgrantees are required to participate in DOW by distributing and collecting the most current Shelter Survey and Community-Based Services Survey forms in order to provide results for federally required outcome measures. This process is entirely based on the written feedback of those clients being served in local programs.

Federal outcome measures are:

1. As a result of contact with the domestic violence program, at least 75% of domestic violence survivors will have strategies for enhancing their safety.
2. As a result of contact with the domestic violence program, at least 75% of domestic violence survivors will have knowledge of available community resources.

The state’s outcomes and outcome measures are:

1. Survivors of domestic violence knowing more about domestic violence and its impact.
  - a. Percentage of clients responding to the DOW survey who report that because of services received, they know more about sexual and/or domestic violence and its impact.
2. Survivors of domestic violence know more about the resources in their community available to them.
  - a. Percentage of clients responding to the DOW survey who report that because of services received, they know more about community resources.
3. Survivors of domestic violence are safer
  - a. Percentage of clients responding to the DOW survey who report that because of services received, they know more ways to plan for their safety.
4. All survivors receiving services are welcomed and respected.
  - a. Percentage of clients responding to the DOW survey who identify as being from an underserved population who also report feeling welcomed and respected.
5. Survivors have power over their lives.
  - a. Percentage of clients responding to the DOW survey who report that because of services received, they know how to take their next steps.
  - b. Percentage of clients responding to the DOW survey who report that they could accept or not accept the services offered to them.
6. Children exposed to domestic violence are emotionally healthy.
  - a. Percentage of clients with minor children responding to the DOW survey who report that because of services received, their children know that it's okay to talk about their experiences with violence.
  - b. Percentage of clients with minor children responding to the DOW survey who report that because of services received, they feel that their children are having more positive interactions with others.
7. The community knows more about domestic violence (measured from Subgrantee agency input into the VAdat Community Engagement Form).
  - a. Percentage of community members attending trainings and presentations who report that they learned new information that will help them identify and respond to sexual and/or domestic violence

To use the statewide outcomes as measures of local effort, minimum response rates are necessary. Using a very liberal confidence level of 90% and margin of error of 7%, the following minimum response rates guidelines must be met:

If client count  $\geq$  1,000, required DOW response rate = 10%.

If client count = 750, required DOW response rate = 20%.

If client count = 300, required DOW response rate = 25%.

If client count  $\leq$  100, required DOW response rate = 50%.

The larger the population, the lower the sample may be. The smaller the population, the larger the sample must be.

Applicants are encouraged to develop outcomes that are specific to their local services and are

reflective of the activities planned for the contract period. Local outcomes should be clearly explained and included in the Evaluation Section of the Narrative as well as the work plan. Local outcomes must have a defined method of being measured. If the federal and/or statewide outcomes clearly demonstrate the success of services described in the work plan, then they may be used in lieu of, or in addition to, local outcome measures. However, local outcomes shall be required if the percentage of response/return rate for DOW surveys does not meet the threshold listed above. Participation in DOW is required regardless of the federal and statewide outcomes.

Applicants are encouraged, but are not required, to incorporate the federal and state outcomes into their work plans. The outcome measures are available in a VAdat report for subgrantees' use and reporting purposes. Outcomes in the work plan should address client/community needs expressed in the Narrative Section with the desired changes/improvements clearly thought out and explained. The evaluation of activities, outputs and outcomes is an important component in a program's overall success. Success should be well-defined in the narrative section and then connected to the work plan by providing specific outcomes and targeted outcome measures as well as the evaluation method.

#### **E. Funding Requirements and Priorities:**

OFV has established two (2) requirements for the distribution of these funds that should be reflected in all Applications.

For Category A These requirements include:

1. Applicants must provide OFV recognized-comprehensive services to survivors/victims of domestic violence and their children. Applicants must demonstrate that their proposed services contribute to a full spectrum of domestic violence services.
2. Applicants must provide domestic violence services to underserved populations including, but not limited to, services that are culturally and/or population specific. Applicants must include service provisions to underserved populations specific to their community outlining specific activities in the work plan for each focused underserved population.

For Category B (Primary Prevention funding) the following funding priority has been established:

1. Priority will be given to those programs who are currently receiving VDSS funding to provide successful primary prevention services. Realizing that building primary prevention programming takes much time and effort, those programs that currently receive VDSS funding to provide primary prevention programs and have documented success will be prioritized. All Applicants may apply for Category B funding.

#### **F. Supplemental Trauma-Related Information for Prevention and Services:**

Applicants must provide quality, comprehensive, trauma-informed and culturally relevant services. This requires everyone within an organization to have a basic understanding of trauma and how trauma impacts survivors/victims, as well as understanding trauma triggers. It also requires agencies to implement services to address the impact of violence and trauma and prevent retraumatization and further harm. Applicants should also consider how proposed services:

1. Realize the widespread prevalence of trauma from domestic violence and other experiences;
2. Build on staff knowledge and expertise on trauma-informed and culturally relevant practices;
3. Are informed by periodic assessment of service utilization and gap analysis (i.e. using program data and feedback from clients and staff to reflect on how the current program is meeting the

- needs of a diverse community of survivors);
4. Build a trauma-informed work environment for staff that actively resists re-traumatizing clients, families, staff and others;
  5. Support staff in recognizing and addressing trauma in clients, families, staff and others; and
  6. Support staff in preventing and processing and healing from secondary trauma.

Strong Applicants/programs embed and elevate [SAMHSA's](#) six (6) key principles of trauma informed approaches within their services, policies and agency. The OFV is committed to supporting programs in their efforts to provide trauma-informed care; therefore, each Applicant **must** include a clear description of how their organization and services embrace the provision of a trauma-informed method of care for survivors/victims of domestic violence and their children.

- G. **Supplemental Information for Prevention:** There is a great need for proactive and culturally relevant strategies to prevent domestic violence in Virginia. The OFV supports public health approaches to primary, secondary and tertiary prevention that are trauma-informed and culturally relevant. The Centers for Disease Control's Social Ecological Model, which includes four (4) levels of prevention, is a resource highly recommended for consideration for programs applying for prevention funding. The OFV is committed to supporting programs in their efforts to provide primary prevention. Applicants who are not currently funded for Primary Prevention through OFV **must** include steps to demonstrate organizational capacity by conducting and submitting an organizational assessment with their Application. Select one (1) of the options below to submit as an attachment to the Application:

1. [Virginia's Guidelines for the Primary Prevention of Sexual and Intimate Partner Violence.](#)
2. [Ohio Network's Primary Prevention Capacity Assessment Tool](#)
3. [DELTA Action Planning Workbook](#)

- H. **Services for Underserved Populations:** OFV requires services to the many and varied communities that are historically and/or traditionally considered underserved (including those inadequately served or unserved altogether). Survivors/victims from underserved communities face systemic, cultural, and historical barriers that negatively impact access to relevant information, resources and service providers. While not exhaustive, the list below includes several examples of underserved communities:

1. Black/African American communities
2. Latinx communities
3. Immigrant communities Intersex, asexual
4. LGBTQ Intersex, Asexual (IA) communities
5. People with disabilities
6. People living in rural areas
7. Elder communities
8. People who experience human/sexual trafficking
9. Cisgender and men-identified people

Adults and children with various combinations of marginalized identities. In certain circumstances, these populations may be overrepresented in service statistics, but are still considered to be underserved because their needs have not been adequately met through the provision of culturally-relevant services from culturally-relevant service providers.

In order to formulate a feasible plan to provide fully welcoming, relevant and accessible services to



underserved survivors/victims of domestic violence, Applicants should address and will be scored on the following:

1. The method used to identify underserved population(s) (e.g., qualitatively- and quantitatively-based needs assessments, knowledge gained from community partnerships, locality statistics, and population census vs. agency data demographics.);
2. The desired outcome (desired change/improvement) and their connection to planned activities;
3. The identified barriers or the key concerns for the underserved community(ies);
4. The internal and external steps necessary to alleviate barriers (e.g., staffing changes, outreach plan/tools, community collaborations, board support/participation, etc.).
5. Input from underserved community(ies) in the agency's service planning and development.

It is not enough that an organization simply serves members of an underserved population (e.g., shelter services, support groups for racial or ethnic populations). Applicants should provide culturally-relevant services designed to meet culturally-specific needs. This requires hiring staff with community-oriented expertise and ongoing training for all staff, board members and volunteers. Agencies are expected to build new or strengthen existing relationships in order for members of the underserved population to inform the proposed DV services. This increases the likelihood that services offered are specifically tailored to the intended population.

Applicants are strongly encouraged to consider the following:

1. Increase their communities' capacity to provide culturally-specific resources and support for survivors/victims and their children,
2. Work in cooperation with the community to develop education and prevention strategies that address culturally-specific issues,
3. Provide culturally-specific resources and services that address the safety, physical well-being, economic, housing and workplace needs of the survivor/victims including emergency assistance,
4. Provide culturally-specific programs for children exposed to domestic violence,
5. Work with various community systems by providing culturally-specific training and resources,
6. Examine and address the dynamics of culture and its impact on victimization and healing.

### SECTION III – ELIGIBILITY INFORMATION

- A. **Eligible Applicants:** Eligible applicants must be incorporated nonprofit organizations or local governments in Virginia providing comprehensive domestic violence services in Virginia. For all non-profit organizations, proof of an IRS 501(c) 3 designation is required at the time of Application.
- B. **Cost Sharing or Matching Requirements:** A 20% cash match, from non-federal sources, is required for all programs funded under this opportunity. **For the initial funding period, the matching funds required for the federal portion of this award will be derived from the state portion of the award.** No additional match is required. This award may not be used to match other grant awards.
- C. **Funding Restrictions:** The following expenses and services are unallowable for these grant funds:
  1. Administrative costs above pro-rated % (indirect cost rates may be used);
  2. Batterer intervention;
  3. Direct payments to survivors/victims and dependents;

4. Fundraising;
5. Inpatient treatment services;
6. Purchase of real property;
7. Construction/property improvement;
8. Contract services without prior permission/approval;
9. Lobbying/administrative advocacy;
10. Research

Additional restrictions are listed in the Program Guide for Allowability of Costs – Appendix III

#### SECTION IV – APPLICATION SUBMISSION INFORMATION

- A. **Application Due Date and Time:** In order to be considered for selection, an Applicant is to submit a complete response to this RFA no later than March 30, 2022@2pm Responses received after the submission due date and time will not be accepted.
- B. **Application Submission Instructions:** In order to be considered for selection, an Applicant must submit a complete response to this RFA, as described herein, through eVA, <https://eva.virginia.gov/> All Applicants must be registered in eVA. See Section IX General Conditions K & L.

The maximum file size per attachment is 60 MB, however; there is no limit on the number of files an Applicant may attach. If the size of the file is greater than 60 MB, the file should be broken down into smaller files and labeled clearly in a sequential order (Ex: Part 1, Part 2). The Application should be submitted in a single file if possible with the exception of the Budget (Attachment E), which should be attached separately as an Excel spreadsheet document. All documentation submitted with the response should be contained in that single file.

One (1) electronic copy of complete Application with all required forms and attachments titled “Original”. One (1) electronic copy in PDF format titled “Redacted” shall be submitted electronically through eVA system prior to the date and time set for receipt. eVA will not allow an Applicant to upload documents after the cut-off date and time set for Application receipt. 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 eVA Customer Care for assistance with vendor registration, eVA login, and/or document upload issues.

Hours: 8:00 AM to 4:45 PM, Monday through Friday (excluding State and Federal holidays)  
Phone Toll Free: 866-289-7367  
Email: eVA [CustomerCare@dgs.virginia.gov](mailto:CustomerCare@dgs.virginia.gov)

No other distribution of the response 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.**

In the event State business operations are suspended (office is closed) on the date set for receipt of Applications, Applications shall be due at the same time on the next regular business day.

**C. Application Preparation Instructions:**

1. Applications shall be signed electronically (name and title) by an authorized representative with authority to bind the Applicant to the contract. 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 and organized as indicated in Section V. Application Format, Content and Required Forms, and provide 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 indicate the section and page number.

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. Applications which are substantially incomplete or lack key information may be rejected by VDSS.

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 will result in rejection of the Application. If, after being given reasonable time the Applicant refuses to withdraw an entire classification designation, the Application will be rejected.

**D. 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 in **writing** the Contract Officer indicated below no later than **March 23, 2022 at 2:00PM**. Any revisions to the solicitation will be made only by addendum issued by the Contract Officer. It is the responsibility of the potential Applicants to check eVA for these notices.

Contract Officer: Vivian Doobay, VCO  
Email: Vivian.doobay@dss.virginia.gov

**SECTION 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 on 8.5" x 11" paper in a font size of 12 or greater (no smaller than 10 font for tables) using a conventional font such as Times New Roman, Arial, or Courier. All pages of the narrative must 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. If applying for Optional Primary Prevention funds (Category B) Applicant must outline those initiatives separately, as instructed:

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. **Addenda:** Sign and return all addenda acknowledgments, if any.
3. **Application Checklist/Table of Contents:** (Attachment B): Verify and check whether each item is included or not included in the Application.
4. **Application Narrative, Category A (Comprehensive DV Services) - Required by all Applicants:** Each section of the narrative should be clearly labeled as written *below (such as Description of Applicant Agency)* and in the order presented below and paginated.
  - a. Introduction (3-page maximum)
    - i. Agency Description
      - 1) What is the purpose and mission of your agency?
      - 2) In what year was your organization established?
      - 3) What services are currently offered by your agency? (If new to this funding, elaborate on the number of domestic violence clients served in the 12-month period, as reflected in your attached statistical report).
    - ii. Project Summary
      - 1) Provide a brief description of your proposed project that includes the target populations/localities to be served and services to be provided. This should include culturally- and/or population-specific services. The project may also include secondary prevention services and/or community collaboration efforts.
      - 2) Briefly describe how the proposed project will support survivors/victims of domestic violence and their children, including underserved populations.
      - 3) Describe the key program staff positions and their qualifications.
    - iii. Agency Qualifications
      - 1) Describe your agency's experience with similar projects and managing federal/state/local funds, your agency's area of expertise in regard to the proposed activities, and your agency's organizational capacity to manage the grant funds.
  - b. Description of Need: (3-page maximum)
    - i. Provide a statement of need for the proposed activities in each of the localities you identify as part of your service area by focusing on each unique community.
    - ii. Describe in a detailed manner existing gaps in the service area and the needs of the survivors/victims and children to be addressed.
    - iii. Support your service area's needs with local statistical data. This may include data from your agency's service provision along with statistics from law enforcement, hospitals, community partners, schools, local social service agencies, and homicide statistics.
    - iv. Include the needs of underserved populations in your service area, how they were identified and how you intend to provide services to them. Consider how programming is reflective of the community's:
      - (a.) Racial diversity
      - (b.) Linguistic diversity
      - (c.) Cultural diversity
      - (d.) Ethnic diversity

- (e.) Sexual orientation diversity
  - (f.) Gender identity/expression diversity
- v. Describe current or proposed relations and collaborations with stakeholders in your service area that are specific to the proposed services and activities included in your Application.
- c. Program Goals and Objectives: (4-page maximum)
  - i. Explain your agency's project plan the staff needed for implementation and the specific services you intend to provide in each of your proposed service areas with this funding in measurable terms in a clear and succinct manner.
  - ii. Explain how the services are trauma- and culturally-informed.
  - iii. The project's work plan and budget should be linked to and support the activities described in this section. Project goals should define the overall direction of a program and state what is to be accomplished.
  - iv. Identify any best or promising practices to be used in this program.
  - v. Identify at least one (1) objective for each problem or need to which your organization is committed in the Problem Statement section. This should include service and other related gaps regarding underserved populations
  - vi. Work plans shall detail the activities and services to be performed that shall result in a measurable outcome. Consider how your work plan intends on connecting with federal or state outcomes.
  - vii. Describe your plan to offer online services at the option of participants, in lieu of or in addition to, any other service model.
  - viii. (Work plan attachments do not count toward page limitations.)
- d. Protocols: (2-page maximum)
  - i. Describe planned protocols for trauma- and culturally-informed referrals, outreach, and recruitment.
  - ii. Briefly describe trauma- and culturally-informed case management steps taken when the agency has received clients, but lacked the capacity to provide services.
  - iii. Briefly describe trauma- and culturally informed protocols around case intake and management.
- e. Evaluation: (2-page maximum)
  - i. Present a plan for determining the degree to which the project outputs and outcomes shall be met.
  - ii. Explain the methods of evaluation accomplishment of program objectives.
  - iii. Present a plan for establishing the criteria for success.
  - iv. Present a plan to ensure the agency has capacity to do data collection and data entry in VAdata or the capacity to upload required data in CSV format to VAdata on an ongoing basis.
  - v. Present a plan to involve staff and other stakeholders in program evaluation and goal development and to make reflective changes based on the feedback.
  - vi. Present a plan for clients' the collection of the DOW surveys and other evaluation tools if they are being used. If you are using statewide outcome measures, present a plan to collect data that meets the specified threshold. (Please refer to Section II).
  - vii. Applicants must state how client evaluations reviewed in the past few years related to service provision or agency programming have informed changes to the program in FY23. Please provide at least two (2) examples.
  - viii. The agency may use this section to present additional program metrics.

5. **Application Narrative –Category B** (Primary Prevention Applicants) -- Optional, Separate Tab

B: Each section of the narrative should be paginated, clearly labeled and presented in the order as outlined below.

- a. Project Summary (2-page maximum)
  - i. Provide a brief description of your proposed or ongoing primary prevention project(s) that includes the target population(s), locality(ies) to be served, how primary prevention is embedded into the organizational structure and the proposed prevention strategies and the services offered by your organization. Describe how the prevention strategy is trauma-informed and culturally-relevant to participants.
  - ii. State the length of time that this initiative has been offered by your agency and the successes to date.
  - iii. Describe any collaborations specific to the primary prevention initiative.
  - iv. State how your primary prevention program(s) shall cover multiple sessions with the same participants, provide opportunities for skills practice, and be comprehensive with multiple levels of the social ecology.
  - v. Explain how outcomes will be measured.
- b. Primary Prevention Program Goals and Objectives (3-page maximum)
  - i. Explain in a clear and succinct manner your agency's project plan, staffing needs for implementation and the specific services you intend to provide in each of your proposed service areas with this funding in clearly measurable terms.
  - ii. Describe the proposed culturally-relevant approaches to your prevention efforts.
  - iii. Explain your plan to address organizational readiness related to prevention activities (if including prevention services).
  - iv. Define the overall direction of your program and state the goals you are trying to achieve. Goals are measurable statements of the desired impact of the program and typically address changes in actual behaviors such as decreased victimization, increased community involvement leadership, or improved safety and well-being for the survivor/victims. The project's work plan and budget should be linked to and support the activities are described in this section.
  - v. Identify any best or promising practices to be used in the program.
  - vi. Detail the activities and services to be performed that will result in a measurable outcome in your work plan

**Note:** Please follow the Checklist/Table of Contents found in Attachment B to ensure that Category A and Category B documents are in separate tabs, accurate and easily distinguished from each other.

6. **Activities/Outcomes Work Plan Form:** (Attachment D.1, D.2, and optional D.3): Complete the project Work Plan forms (Attachment D.1) to describe the project activities and impact. Detail the strategies and activities necessary to achieve the project outcomes. Include specific target dates for the beginning and end of each activity. This shall include specific planning activities and staff responsible. Specify all details for subcontracting any portion of the work if applicable. Identify your specific target population(s), the number of survivor/victims to be served and units of service for each outcome and activity. Instructions for completing the work plan are listed with the attachments.

Complete a separate Work Plan page (Attachment D.2) for your designated underserved populations as outlined in the instructions.

If you are applying for Primary Prevention funding, complete the separate work plan forms for prevention initiatives (Attachment D.3) describing each project's activities and impact.

7. **Budget and Budget Narrative:** (Attachment E) The budget workbook (Attachment E) and work

plan form (Attachment D) should reflect the services provided for the initial twelve month period. Complete all pages of the Budget in the Excel Workbook (Attachment E) outlining your proposed budget. Instructions for completing the Budget are located on the first tab of the Excel Workbook. This should be reviewed before entering any information in the document. At a minimum, this grant opportunity requires the provision of a living wage based on a single individual for all grant-funded staff. .

The Budget may include an Indirect Cost Rate. Applicants with a federally-approved Indirect Cost Rate must submit, a copy of the NICRA (Negotiated Indirect Cost Rate Agreement) from the applicable federal agency that specified the approved rate as a separate attachment. If no federally-negotiated rate exists, Applicants may elect to charge a de minimis rate up to 10% of Modified Total Direct Cost (MTDC). 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 required. The template is located in the Budget Workbook. Use this worksheet to justify all proposed expenditures by explaining the cost, how the costs were determined and calculations used to support the expense. The cell for the narrative description will expand to accommodate all explanations and should be as comprehensive as possible. All requested costs must be linked to the program goals and objectives. Failure to meet this requirement could result in an individual line item request being denied. Instructions for the Budget Narrative are located on the first tab of the workbook with all of the other Budget Instructions.

Note: Prevention funds through the Domestic Violence Prevention and Services Grant are limited. If an Applicant is requesting funding for Primary Prevention, please see the budget instructions in Attachment E for guidance on how to complete the budget and show the percentage of DSS funds that will be designated specifically for Primary Prevention (staff time, mileage, supplies, and other related expenses).

**C. Assurance, Certifications and Other Required Forms: (Category A)**

1. Attachment A- Grant Application Cover Sheet
2. Addenda, if applicable
3. Attachment B - Application Checklist/Table of Contents
4. Additional Application Information Form (Complete this electronic [form](#) and attach a PDF copy of your responses, which will be emailed to form submitter after submitting)
5. Attachment C- Federal Funding Accountability and Transparency Act Form (FFATA)
6. Attachment D (includes D.1 and D.2)
7. Attachment E- Budget and Budget Narrative
8. Attachment F- Authorizations & Certifications (including SCC Form, Certifications Regarding Lobbying, Assurances- Non-Construction Programs)
9. Attachment G- W-9 Request for Taxpayer Identification Number and Certificate
10. Attachment H – Pre-Award Questionnaire
11. Attachment I – Proprietary Confidential Information Identification
12. Attachment J – Electronic Data Interchange Form
13. VAdata Report- VDSS Domestic Violence Program 1/1/2021-12/30/21 (Established Programs Only) or a statistical report for services provided for the same period (New Programs).
14. Financial Certification - Fiscal 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 three (3) months of expenses prior to reimbursement. If your organization does not have three (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.

15. Evaluation tools specifically utilized to measure outcomes in the work plan. (if using other than Documenting Our Work)
16. Organizational chart which clearly shows all existing and proposed positions listed in the budget and work plan
17. Job description for each position listed in the budget and work plan (including name and qualifications/resume of any contractors)
18. Violence Against Women Act compliant Confidentiality Policy
19. Client Consent for the Release of Confidential Information Form (VAWA Compliant) (new Applicants only)
20. Copy of Applicant's most recent audit/financial statement
21. 501(c)(3): Certification from the IRS (non-profit Applicants only)
22. List of current board members with contact information (non-profit Applicants only)
23. Semi-Annual progress report from the period ending June 30, 2021 (currently funded programs)
24. Non-Discrimination in Employment Policy
25. One (1) complete copy of RFA must be returned with the original proposal

D. **Required Forms:** (Category B) Applicants seeking funding for Primary Prevention Initiatives shall submit all of the above, and add to that these additional attachments:

1. Organizational Assessment Tool, if not currently receiving OFV funds for Primary Prevention (see: Section II above, Supplemental Information for Prevention)
2. Attachment D.3- Primary Prevention Work Plan
3. Evaluation tools specifically utilized to measure outcomes in the Primary prevention work plan.

## SECTION VI – APPLICATION REVIEW INFORMATION

### A. Review and Selection Process:

An initial review for adherence to the guidelines of the Application will be completed and Applications failing to provide the required information may be removed from consideration at the discretion of VDSS. Each complete Application from eligible organizations will be read by a review panel who will rate the Applications for each category, using the evaluation criteria indicated in this RFA. The evaluation panel will determine whether an Application sufficiently addresses a priority area that warrants special consideration; therefore, Applicants must demonstrate a commitment to addressing the priority area(s) and should be able to show they have the organizational capacity to address the priority effectively. VDSS will endeavor to ensure Subawards are made within each region of the state to ensure a continuum of services is provided to the citizens of the Commonwealth. See attached Appendix IV - Virginia Map. Optional Primary Prevention initiatives (Category B) will be scored separately, yet programs who apply for primary prevention funds must also provide and receive funding through this RFA for comprehensive domestic violence services (Category A).

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

Rating	Description
Exceptional	Application exceeds requirements and/or demonstrates an exceptional understanding of goals and objectives of the grant. Major strengths are illustrated. No significant weaknesses exist.



Acceptable	Application demonstrates an acceptable understanding of goals, objectives, and/or requirements of the grant. There may be strengths and weaknesses; however, strengths outweigh the weaknesses.
Marginal	Application demonstrates a minimal understanding of the goals, objectives and/or requirements of the grant. Weaknesses have been found that out balance any strengths that exist.
Unacceptable	The content of the Application is significantly incomplete and/or the Application fails to demonstrate an understanding of the goals, objectives, and/or requirements of the grant.

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. Comprehensive Domestic Violence Services, Category A- Evaluation Criteria**

It is critical that Applicants fully integrate the following criteria, as it will be used in the review of all Applications:

### **1. Project Quality (30 points)**

- a. Applicant shall demonstrates a clear understanding of the purpose and requirements of the RFA, including the provision of trauma and culturally informed services, outreach and education.
- b. The proposed project activities are compatible with purpose of funds (see Section II) and project objectives.
- c. Applicant details the provision of trauma and culturally informed domestic violence services to underserved populations, including adult survivors/victims and their children that at a minimum, addresses critical needs, affirms culture, and addresses language and communication barriers.
- d. Applicant services are comprehensive and trauma and culturally informed, for survivors/victims and their children.
- e. Applicant describes plan to provide community education on domestic violence prevalence, its impacts and needs for survivors/victims in the community.
- f. Applicant describes plan to develop and/or expand collaborations to inform their services.
- g. Project includes Applicant’s approach to prevent re-traumatization of survivors/victims and their children.
- h. The activities/services identified on the Work Plan (Attachments D.1 and D.2) are consistent with the activities, goals, and objectives described in the proposal narrative.
- i. A plan is provided to meet federal and/or state outcomes, including any required response rate thresholds (specified in Section II) and data collection and analysis methods. Other supplementary outcomes are measurable.
- j. Applicant details how outcomes will be measured and how data will be collected (describes plan to meet threshold, if using state outcomes).
- k. Applicant utilizes feedback from evaluation, community members and stakeholders to inform organizational and service delivery changes.
- l. Application illustrates congruence between all components in the RFA.

**2. Need for Project Established (30 points)**

- a. Applicant clearly defines the unmet need(s) the project will address, the number and communities to be served, and the geographical area(s) of service delivery.
- b. Project services connect to need.
- c. Applicant explains methods used to identify gaps and needs for underserved populations; specifies the barriers or concerns of underserved populations, describes steps to alleviate barriers and concerns; and describes input from underserved populations and population-specific service providers on how to improve service planning and development.
- d. Information and local statistical data provided support the need for the proposed activities/services.

**3. Applicant Capacity (20 points)**

- a. Applicant has demonstrated experience providing comprehensive domestic violence services in Virginia.
- b. Applicant has adequate facilities and organizational infrastructure to implement the project.
- c. Applicant has a plan to provide domestic violence services that are trauma and culturally informed, voluntary, and protect the confidentiality of survivors.
- d. Applicant details current or proposed community collaborations regarding DV services.
- e. Applicant demonstrated the financial capacity to operate under a reimbursable grant.
- f. Applicant presents effective plan to prevent secondary trauma of staff, including agency response/support to staff wellbeing if staff experience secondary trauma
- g. Ongoing training needs for staff, board members and volunteers are identified and a plan is described in the Application to address such needs (e.g. identifies training topics, training consultants, training opportunities)
- h. Documents qualifications of grant funded staff, and identifies how they are oriented and/or have expertise in supporting underserved population(s)
- i. Purpose and mission of agency aligns with purpose and priorities of this funding opportunity
- j. Applicant showed success in meeting Work Plan goals/outputs for the previous funding period.

**4. Budget (20 points)**

- a. Budget is reasonable, allowable, and clearly shows how funds and match will be expended
- b. Budget narrative clearly explains details of all budget line items
- c. Salaries are fair and meet (or exceed) living wage standards
- d. Budget demonstrates a cost relationship to project activities so the Commonwealth maximizes the effect of dollars given to Subrecipients.
- e. Budget items support the project proposal(s) within the narrative and Work Plan

**C. Optional Primary Prevention, Category B Evaluation Criteria**

It is critical that primary prevention Applicants fully integrate the following criteria, as it will be used in the review of all primary prevention Applications:

**1. Project Quality (40 points)**

- a. Applicant shows a clear understanding of the difference between Primary Prevention and Education/Awareness/Risk Reduction.
- b. Primary prevention based strategies are culturally informed and tailored to be population-specific for underserved populations.
- c. The proposed project activities are capable of attaining project objectives.
- d. The activities/services identified on the Work Plan form (Attachment D.3) are consistent with

- the activities, goals, and objectives described in the proposal narrative.
- e. Proposed initiatives are trauma informed and culturally relevant to participants.
- f. Proposed initiatives are comprehensive (address multiple levels of the social ecology);
- g. Proposed initiatives provide opportunities for participants to practice skills;
- h. Programming is delivered in multiple-sessions to the same participants;
- i. Applicant details how outcomes will be measured and how data will be collected;
- j. Applicant utilizes evaluation feedback to inform future prevention work as well as organizational and service delivery changes

**2. Applicant Capacity (40 points)**

- a. Applicant has demonstrated experience providing primary prevention services in VA.
- b. Applicant is currently receiving OFV primary prevention funding.
- c. Programs that are not currently funded by OFV for primary prevention: Prevention organizational assessment is complete and demonstrates organizational readiness.
- d. Applicant details current or proposed community collaborations regarding primary prevention services.

**3. Budget (20 points)**

- a. Primary Prevention costs (% of staff time, supplies, mileage, etc.) are clearly outlined in the budget;
- b. Budget is reasonable, allowable, and clearly show how funds and match will be expended;
- c. Budget narrative clearly explains details of all primary prevention budget line items;
- d. Budget demonstrates a cost relationship to project activities so the Commonwealth maximizes the effect of dollars given to Subrecipients.

**D. 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 for each Category. The agency shall select the Applicant(s) which, in its opinion, has made the best proposal, and shall make Subawards to those Applicants. The Commonwealth may cancel this Request for Applications or reject Applications at any time prior to an award. The subaward 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.

**E. Anticipated Announcement and Award Dates**

Optional Pre-Application Conference	March 7, 2022, 10:00 AM – 12:00 PM EST
Last Day to Submit Questions	March 23, 2022
Application Due Date	March 30, 2022, 2:00 PM EST
Tentative Award Decisions are posted on eVA	June 2, 2021 Close of Business
Subaward Begin Date	July 1, 2021

## SECTION VII – PROGRESS REPORTS

- A. The Subgrantee shall submit semi-annual Programmatic Progress Reports to VDSS' assigned Domestic Violence Program Specialist by email.
- B. The second semi-annual report shall include both six (6) month and year-end data. A VAdat report covering each reporting period (six (6) month and year-end) must be submitted with each report.

- C. 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.
- D. The Progress Reports are due no later than January 31<sup>st</sup> and July 31<sup>st</sup>. The form is included herein (Appendix II).

## SECTION VIII – ADMINISTRATIVE REQUIREMENTS

- A. **Modification of Agreement:** The grantee or subrecipient may modify this Agreement at any time provided that such modifications make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such modifications shall not invalidate this Agreement, nor relieve the grantee or subrecipient from its obligations under this Agreement. The grantee may, in its discretion, amend this Agreement to conform with federal or state government guidelines, policies and available funding amounts, or for other reasons. If such modifications result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written modifications signed by both grantee and subrecipient.
- B. **Termination of Agreement:** This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):
  - 1. Either party may terminate this Agreement at any time upon 30 days written notice to the other party. The Subrecipient's written notification must set forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Partial termination of the Scope of Services can only be undertaken with the prior approval of the grantee. 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.
  - 2. 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 Agreement. 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.
  - 3. If the federal awarding agency terminates its agreement with the grantee, the grantee shall terminate the Agreement with the subrecipient.
- C. **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 (1) 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 subaward shall be claimed on this or any future subaward 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).

- D. **Limit on Guarantee 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”)
- E. **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 § 75.364.)
- F. **Records Retention:** The Subrecipient shall retain all financial records, supporting documentation, statistical records, and all other records pertinent to this agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for real property and equipment acquired with federal funds under this agreement shall be retained for three (3) years after final disposition. Indirect cost rate computations or proposals must be retained in accordance with §45 CFR 75.361(f) of the HHS guidance. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three (3)-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3)-year period, whichever occurs later. (See §75.361)
- G. **Late Applications:** In order for an application to be considered, it must be received electronically through the eVA system prior to the deadline. eVA will not allow an Applicant to upload any documents after the deadline. 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 eVA Customer Care for assistance with vendor registration, eVA login, or document uploading issues. eVA Customer Care is available from 8:00 AM to 4:45 PM, Monday through Friday, excluding all State and Federal holidays. You can reach eVA Customer Care by phone at 866-289-7367 or by email at [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov).

Any application that is not received through the eVA system before the deadline will not be accepted.

- H. **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.

## SECTION IX – GENERAL CONDITIONS

- A. **Audit:** The subrecipient shall retain all books, records, and other documents relative to this subaward for three (3) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, federal 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 Clearing house (FAC) within the earliest 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

[https://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

- B. **Applicable Laws and Courts:** This solicitation and any resulting subaward 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.
- C. **Anti-Discrimination:** By submitting their Applications, 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the subrecipient agrees as follows:

- a. The subrecipient will not discriminate against any employee or Applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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 subrecipient. The subrecipient 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. If the contractor employs more than five (5) employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the subrecipient violates one (1) 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 (1) of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the subrecipient, 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.

Faith-based organizations may request an exemption from subparagraph 1.e. above prior to the close date and time for receipt of Applications. Such a request should be in writing and explain how subparagraph 1.e. violates the organization's written religious or moral convictions or policies. The request should be sent to the Contract Officer for the solicitation. For the purposes of this provision, a "faith-based organization" is (1) an entity organized for purposes of engaging in religious practice or (2) a charitable or educational organization affiliated with such an entity.

- D. **Antitrust:** By entering into a subaward, 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 subaward.
- E. **Assignment of Subaward:** This subaward shall not be assignable by the subrecipient in whole or in part without written consent of the Commonwealth.
- F. **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.
- G. **Business in the Commonwealth:** A Subrecipient 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.
- H. **Civility in State Workplaces:** The Subrecipient shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Subrecipient Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The Subrecipient shall provide each Subrecipient Worker with a copy of this Section and will require Subrecipient Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Subrecipient Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as



well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Subrecipient Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Subrecipient Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Subrecipient. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- I. **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. Subrecipient's who utilize, access, or store personally identifiable information as part of the performance of a subaward 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. More information on the Commonwealth Information Technology Security Standard can be found on VITA website <https://www.vita.virginia.gov/commonwealth-security/sensitive-data/>
- J. **Confidentiality of Research:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with Virginia Department of Social Services sub- grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
- K. **Debarment Status:** By submitting an Application, the Applicant certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of services covered by this Request for Applications. Applicant further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- L. **Default:** In case of failure to deliver goods and services in accordance with the subaward terms and conditions, the Commonwealth, after due oral or written notice, may procure them from them from other sources and hold the subrecipient responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- M. **Drug-Free Workplace:** During the performance of this subaward, 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 \$1,000 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.

- N. **eVA Business-To-Government Vendor Registration, Contracts, and Orders:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Applicants must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the Applicant being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- O. **eVA Orders and Contracts:** The solicitation/contract will result in multiple purchase order(s). Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).
- P. **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 (1) 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.
- Q. **Ethics In Public Contracting:** By submitting their Applications, Applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Applicant, supplier, manufacturer, subcontractor or second tier subrecipient in connection with their Application, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- R. **Federal Excluded Parties List:** This subaward is being funded in whole or in part by funds granted to grantee by the US Government. Under Federal Executive Order 12549, all Subrecipients receiving individual awards, using federal funds of \$25,000 or more, and all Subrecipients, 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 submitting an Application, the Applicant represents that neither the Applicant nor any of its principal officers are on the Federal Excluded Parties List.
- S. **Human Trafficking Provisions:** By submitting their proposals, Applicants certify 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-trafficking-in-persons>
- T. **Immigration Reform and Control Act of 1986:** Applicable for all subawards over \$10,000: By entering into a written subaward with the Commonwealth of Virginia, the subrecipient certifies that it does not, and shall not during the performance of the subaward for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- U. **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)
- V. **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.)
- W. **Nondiscrimination of Subrecipients:** An Applicant or subrecipient shall not be discriminated against in the solicitation or award of this subaward because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Applicant employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific subaward is not in its best interest. If the award of this subaward is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this subaward 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.
- X. **Ownership of Material:** Ownership of all data, material 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 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, publications produced or other documents prepared by the subrecipient in the performance of its obligations under this subaward 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 subaward. 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 subaward without the prior written consent of the grantee. Any materials produced under this subaward must bear a statement that the project was supported by the grantee and identify the title of the funding source.

**Y. Payment:**

1. To Prime Subrecipient:

- 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 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 subrecipient 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 Subrecipient's receipt of payment from the Commonwealth, a subrecipient 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 Subrecipient's intention to withhold payment and the reason.
  - b. The subrecipient is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the subrecipient 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 Subrecipient'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 Subrecipients and subcontractors to accept electronic and credit card payments.
- Z. **Performances:** All services provided by the subrecipient pursuant to this subaward shall be performed to the satisfaction of VDSS, and in accordance with the applicable federal, state and local laws, ordinances, rules and regulations. The subrecipient shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- AA. **Political Activity Prohibited:** The subrecipient funded under this contract 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.
- BB. **Prime Subrecipient Responsibilities:** If approval is granted by the grantee to subcontract any portion of this subaward, the subrecipient shall be responsible for completely supervising and directing the work under the subaward and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this subaward 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.
- CC. **Religious Activity Prohibitions:** Direct federal grants, Subawards, 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)
- DD. **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 (2) 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.

- EE. **Section 504 of the Rehabilitation Act of 1973:** The Subrecipient certifies that it will comply with Section 504 of the *Rehabilitation Act of 1973* (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity from which the Subrecipients receives federal financial assistance from the Department of Health and Human Services.
- FF. **Security and Transfer of Data:** The following terms and conditions relate to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
1. The Contractor, Subcontractor, vendor and all parties of this agreement will use Encrypted Email (End-to-End Encryption) to communicate client specific data to and from VDSS and between parties of the agreement.
  2. All parties to this agreement will encrypt sensitive data at rest and in transit to commonwealth standards outlined in VITA SEC 501, SC-28 Protection of Information at Rest, SC-8-COV Email Encryption, and SC-8 Transmission Integrity.
- GG. **Smoke Free Environment:** The Applicant 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 Applicant certifies that it will include the above language in any subawards that contain provisions for children’s services.
- HH. **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. Subaward 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 subawards 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 subaward as demonstrating compliance.

- II. **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 subaward.
- JJ. **Subrecipient as Independent Entity:** During the performance of this subaward, 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.
- KK. **Supplantation of Funds:** The Applicant assures that funds made available under this subaward 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 this program.
- LL. **Vendor 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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](http://www.eva.virginia.gov) under "I Sell To Virginia".

## SECTION X – PAYMENT TERMS

Compensation to the Subrecipient for delivered services shall be as follows:

- A. For providing the services specified in the subaward, the Subrecipient will be reimbursed either monthly or quarterly. The Subrecipient shall submit expenditure statements within 15 days following the end of the month in which services were performed.
- B. 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 **Attachment E** of the subaward. 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.
- 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, 2023) after the expiration of the grant period on June 30, 2023. VDSS may not reimburse for invoices submitted over 60 days after the end of the service period.



- 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. No amendments to the approved budget may be made without the prior written approval of VDSS, and budget amendments must be requested in writing. A maximum of two (2) budget amendments may be requested per year. The Subrecipient must be prepared to pay expenses as they are incurred and then submit expenditure requests for funds on a monthly 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 period.