

INTRODUCED: September 9, 2019

AN ORDINANCE No. 2019-221

To authorize the Chief Administrative Officer to accept funds in the amount of \$300,000.00 from the Virginia Department of Social Services, and to appropriate the grant funds received to the Fiscal Year 2019-2020 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Office of Community Wealth Building's TANF RVA GPS special fund, for the purpose of retaining program personnel to provide training and certain supportive services to participants in the RVA Guiding People to Success program.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 23 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$300,000.00 from the Virginia Department of Social Services for the purpose of retaining program personnel to provide training and certain supportive services to participants in the RVA Guiding People to Success program.

§ 2. That Ordinance No. 2019-042, adopted May 13, 2019, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2019, and ending June 30, 2020, and made

AYES: 9 NOES: 0 ABSTAIN: _____

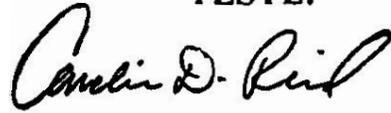
ADOPTED: SEP 23 2019 REJECTED: _____ STRICKEN: _____

appropriations pursuant thereto, be and is hereby amended by increasing revenues from the funds accepted pursuant to section 1 of this ordinance by \$300,000.00 and increasing the amount appropriated to the Office of Community Wealth Building's TANF RVA GPS special fund by \$300,000.00 for the purpose of retaining program personnel to provide training and certain supportive services to participants in the RVA Guiding People to Success program.

§ 3. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink that reads "Carlin D. Reed". The signature is written in a cursive style with a large initial 'C'.

City Clerk



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-9075
AUG 15 2019
Office of the Chief Administrative Officer

O&R REQUEST

DATE: August 13, 2019

EDITION: 1

TO: The Honorable Members of City Council

RECEIVED

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten signature and date 8/30/19

SEP 03 2019

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

OFFICE OF THE CITY ATTORNEY

THROUGH: Lenora Reid, Deputy Chief Administrator Officer for Finance and Administration

THROUGH: Jay Brown, Director, Budget and Strategic Planning

Handwritten initials JAB

FROM: Valaryee Mitchell, Director, Office of Community Wealth Building

RE: Acceptance and appropriation of grant funds from the Virginia Department of Social Services to support efforts to reduce poverty through workforce development.

ORD. OR RES. No. _____

PURPOSE: To amend the FY 2020 Special Funds budget, Ordinance 2019-042 and to authorize the Chief Administrative Officer to accept the funds in the amount of \$300,000.00 from the Virginia Department of Social Services; and to appropriate the increase in the grant funds received to the Fiscal Year 2019-2020 Special Fund by increasing estimated revenues and the amount appropriated to the Office of Community Wealth Building for the purpose of retaining program personnel who provide training, work experiences, structured workshops, and supportive services to participants in the RVA Guiding People to Success program, administered by the Office of Community Wealth Building.

REASON: The City of Richmond's Office of Community Wealth Building renewed a grant award from the Virginia Department of Social Services for fiscal year beginning July 1, 2019 and ending June 30, 2020, in the amount of \$1,982,866.40. The Office of Community Wealth Building also received an additional \$300,000.00 in grant funds from the Virginia Department of Social Services for fiscal year beginning July 1, 2019 and ending June 30, 2020. The additional funds would increase OCWB's Special Fund budget entitled, "TANF RVA GPS" to \$2,282,866.40.

RECOMMENDATION: Approval

BACKGROUND: The Commonwealth of Virginia's FY2018 budget established a new initiative intended to support the efforts of localities engaged in community wealth building and related approaches to moving citizens and families from poverty to economic self-sufficiency. The initiative, administered by Virginia Department of Social Services, utilizes state TANF dollars to support local workforce development efforts. The Office of Community Wealth Building's Career Centers (formerly Center for Workforce Innovation), submitted an application, RVA GPS (Guiding People to Success), for the purpose of being able to serve residents with workforce services and related supports. The use of these grant funds are critical in continued progress toward the Office of Community Wealth Building and City of Richmond's goals of moving 1,000 adults up the ladder of self-sufficiency and out of poverty. This grant is renewable for up to four years. For FY 2020, the Virginia Department of Social Services awarded an additional \$300,000.00 to OCWB for a total grant award of \$2,282,866.40.

FISCAL IMPACT / COST: Funds will increase the City of Richmond Office of Community Wealth Building Special Funds budget for FY 2020.

FISCAL IMPLICATIONS: The Office of Community Wealth Building Special Funds budget for FY 2020 will increase by \$300,000.00 for a VDSS grant total of \$2,282,866.40.

BUDGET AMENDMENT NECESSARY: Yes. To amend the FY 2020 Special Funds budget, Ordinance 2019-042.

REVENUE TO CITY: Yes

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 9, 2019

CITY COUNCIL PUBLIC HEARING DATE: September 23, 2019

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: No committee – Rule VI (B)(3)(c)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Budget and Strategic Planning, Finance, Office of Community Wealth Building

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance 2018-144

REQUIRED CHANGES TO WORK PROGRAM(S): None

O&R Request

Page 3 of 3

ATTACHMENTS: (Contract Letter BEN 20-012)

STAFF: Valaryee Mitchell (804-646-0393)

COMMONWEALTH OF VIRGINIA
SOLE SOURCE SUBRECIPIENT AGREEMENT

BEN-20-012

THIS AGREEMENT is a subgrant award entered into this 1st day of January 2019, by the City of Richmond, Office of Community Wealth Building, hereinafter called the "Subrecipient" and Commonwealth of Virginia, Department of Social Services, Division of Benefit Programs called the "Grantee" or "VDSS".

WITNESSETH that the Subrecipient and the VDSS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Subrecipient shall provide the services to the VDSS as set forth in the Agreement Documents.

PERIOD OF PERFORMANCE: From August 1, 2019, or upon the date of the final signature below, whichever is later, and continue through June 30, 2020.

COMPENSATION AND METHOD OF PAYMENT: The Subrecipient shall be paid by the VDSS a maximum reimbursement of \$300,000 for actual expenses incurred as specified in Section VIII, Compensation and Method of Payment.

The agreement documents shall consist of:

- (1) This signed form;
- (2) The attached purchasing description, which consists of:
 - (a) The Scope of Work,
 - (b) Reporting Requirements,
 - (c) Administrative Requirements,
 - (d) General Conditions, and
 - (e) Compensation and Method of Payment, all of which documents are incorporated herein.
- (3) Attachment A - The Subrecipient's Activities/Outcomes Work Plan
- (4) Attachment B - The Subrecipient's Budget
- (5) Attachments C, D and E - Assurances, Certifications and Other Forms

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

CITY OF RICHMOND
OFFICE OF COMMUNITY WEALTH BUILDING

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES:

By: *Selena Luff* By: *Kim Datala*
Title: AD Title: PURCHASING MANAGER
Date: 7/25/19 Date: 7/31/19
Address: 900 E. Broad St Ste 201
Richmond, VA 23219

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

I. PURPOSE

The purpose of this Subgrant Agreement is for the Subrecipient to be able to develop and strengthen partnerships with other human service providers in the community; develop training and paid internships for the Ambassador Program; partner with other providers on the Urban Promise Initiative; provide wealth building programs to participants; and increase connections to career pathways. Funds will be used for Temporary Assistance for Needy Families (TANF) participants and other families under 200% of the federal poverty level.

III. FUNDING INFORMATION

This Subgrant Agreement is being funded in whole with federal funds as follows:

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

Federal Award Identification Number (FAIN): 1901VATANF

Federal Award Date: July 1, 2018

CFDA Number: 93.558

Federal Award Project Description: Temporary Assistance for Needy Families (TANF)

Total Amount of the Federal Award: \$157,762,831.00

Amount of Federal Funds Obligated by this Action: \$300,000.00

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

There are general Federal cost principles that are applicable to all awards made with federal funds. These general principles are outlined in 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

IV. SCOPE OF WORK

The Subrecipient shall increase partnerships with organizations serving the disabled, mentally challenged and those returning to society. The Subrecipient shall educate participants and staff on other community resources. They shall offer internships through the Ambassadors Program; train 10 participants in soft skills and office management and train 30 participants in money management and credit repair. In addition, home ownership coaching shall be provided as well as training in healthcare careers, and the "Trades" and employment leading to a career.

V. REPORTING REQUIREMENTS

The Subrecipient shall submit quarterly Programmatic Progress Reports in the form and content as required by the grantee. Reports will contain detailed descriptions of Program Activities and outcomes as well as obstacles or barriers that prevented subrecipient from achieving goals and objectives identified in the work plan. The Progress Reports are due no later October 15th, January 15th, April 15th and July 15th each year.

VI. ADMINISTRATIVE REQUIREMENTS

- A. **RENEWAL OF AGREEMENT**: This agreement may be renewed by the Grantee upon written agreement of both parties for (3) successive one year period, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.
- B. **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.
- C. **TERMINATION OF AGREEMENT**: This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):
- 1) The grantee may terminate this Agreement, in whole or in part at any time, if the subrecipient fails to comply with federal statutes, regulations, or terms and conditions of the Federal award or subaward. Upon receipt of a notice of termination the subrecipient shall stop all work and the grantee will cease all payments. The termination decision may be considered by the grantee in evaluating future applications submitted by the subrecipient;
 - 2) The grantee may terminate this Agreement for cause;
 - 3) The grantee may terminate this Agreement with the consent of the subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 4) The subrecipient may terminate this Agreement upon sending the grantee written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the grantee determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purposes for which the award was made, the grantee may terminate the award in its entirety; or
 - 5) If the federal awarding agency terminates its agreement with the grantee, the grantee shall terminate the Agreement with the subrecipient.

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

- D. **EQUIPMENT**: Equipment is defined as an article of equipment equal to or in excess of \$5,000 and having a useful life of more than one year. Equipment purchased under the terms of this

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

- E. **LIMIT ON GRANTEE SALARIES:** Funds appropriated by Congress for these programs include a provision that the amount that "shall be used to pay the salary of an individual, through a grant or other extramural mechanism" must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages> under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the grantee organization. This salary limitation also applies to sub-awards and subcontracts under an ACF grant or cooperative agreement. (i.e., See Public Law 115-31, the "Consolidated Appropriations Act of 2017")
- F. **RECORDS ACCESS:** The federal awarding agency, Inspectors General, the Comptroller General of the United States, the grantee, and its authorized representatives shall have the right of access to any documents, papers, or other records of the subrecipient which are pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. The right shall also include timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. (See § 200.336)
- G. **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 years after final disposition. Indirect cost rate computations or proposals must be retained in accordance with §200.333(f) of the OMB uniform 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-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. (See §200.333)
- 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.

VII. GENERAL CONDITIONS

- A. **AUDIT:** The subrecipient shall retain all books, records, and other documents relative to this agreement for three 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 Clearinghouse (FAC) within the earlier of thirty calendar days after receipt of the auditor's report(s) by the subrecipient, or nine months after the end of the audit period.

For specific questions and information concerning the submission process:

Visit the Federal Audit Clearing House

[https://harvester.census.gov/facides/\(S\(ilyvi5ipbj3rjov5zvu1fnos\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(ilyvi5ipbj3rjov5zvu1fnos))/account/login.aspx)

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

- B. **APPLICABLE LAWS AND COURTS:** This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** The subrecipient certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this agreement, the subrecipient agrees as follows:
 - a. The sub-recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the sub-recipient. The sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
 2. The subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ANTITRUST:** By entering into an agreement, the subrecipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said agreement.
- E. **ASSIGNMENT OF CONTRACT:** This contract 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. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The subrecipient assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term

of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Subrecipients who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Subrecipients shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.

- H. **DEBARMENT STATUS:** The subrecipient certifies that they are not currently debarred by the Commonwealth of Virginia from entering into a contract for the type of services covered by this Agreement. Subrecipient further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- I. **DRUG-FREE WORKPLACE:** During the performance of this agreement, the subrecipient agrees to (i) provide a drug-free workplace for the subrecipient's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the subrecipient that the subrecipient maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subrecipient, subcontractor or vendor. For awards of federal grant funds, failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a subrecipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- J. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- K. **FEDERAL EXCLUDED PARTIES LIST:** This agreement is being funded in whole or in part by funds granted to grantee by the US Government. Under Federal Executive Order 12549, all contractors receiving individual awards, using federal funds of \$25,000 or more, and all 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 entering into this agreement, the subrecipient represents that neither the subrecipient nor any of its principal officers are on the Federal Excluded Parties List.

- L. **HUMAN TRAFFICKING PROVISIONS**: By entering into a written agreement, the Subrecipient certifies to the Commonwealth that they will comply with the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>
- M. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: Applicable for all contracts over \$10,000: By entering into a written agreement with the Commonwealth of Virginia, the subrecipient certifies that it does not, and shall not during the performance of the agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- N. **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)
- O. **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.)
- P. **NONDISCRIMINATION OF SUBRECIPIENT**: A subrecipient shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the subrecipient employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- Q. **OWNERSHIP OF MATERIAL**: Ownership of all data, material and documentation originated and prepared for the State pursuant to the agreement shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a subrecipient shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the subrecipient must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

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

R. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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.

- W. **SMOKE FREE ENVIRONMENT**: The subrecipient certifies to the Commonwealth that it will comply with the requirements of Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994", which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. Additionally, the subrecipient certifies that it will include the above language in any subawards that contain provisions for children's services.
- X. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror or applicant agency organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror or applicant agency that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the offeror or applicant agency is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror or applicant agency was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- Y. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the grantee. In the event that the subrecipient desires to subcontract some part of the work specified herein, the subrecipient shall furnish the grantee the names, qualifications and experience of their proposed subcontractor(s). The subrecipient shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Z. **SUBRECIPIENT AS INDEPENDENT ENTITY**: During the performance of this agreement, the subrecipient shall be regarded as an independent entity and not as an agent or employee of the Commonwealth of Virginia or the grantee. The subrecipient shall be responsible for all its own insurance and federal, state, local and social security taxes.
- AA. **SUPLANTATION OF FUNDS**: The subrecipient assures that funds made available under this agreement will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for FACET Homeless Assistance Services.

VIII. COMPENSATION AND METHOD OF PAYMENT

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

The total compensation for goods and services described herein for the period of August 1, 2019 through June 30, 2020 shall not exceed \$300,000.00. For providing the services specified in this agreement, the subrecipient will be reimbursed monthly. The Subrecipient shall submit expenditure statements within 15 days following the end of the month for which services were performed.

Disbursement of funds will follow a cost reimbursement procedure and will be for actual funds expended. Expenditures must be used to carry out the activities described in this agreement and in its attachments or by subsequent amendments approved by VDSS. Actual expenditures shall be itemized and invoiced pursuant to approved line item budget categories in **Attachment B** of the subgrant award agreement. Requests for reimbursement shall be submitted on a (monthly/quarterly) basis 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.

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.

The Subrecipient must also submit the final request for reimbursement to VDSS within 15 days (by July 15, 2020) after the expiration of the grant period on June 30, 2020.

IX. ASSURANCES, CERTIFICATIONS, AND OTHER FORMS

Attachment A – Activities/Outcome Work Plan
Attachment B - Budget

BUDGET NARRATIVE

SUBGRANTEE NAME	City of Richmond	
Grant Period	FY 2019 - June 2020	
Line Item	Budget Request	Narrative
SALARIES	\$130,000.00	Salaries for (2) human service assistants to educate participants and staff on available community resources, make warm connections between participants and community resources, and increase partnerships with organizations serving individuals with disabilities, mental health, re-entry, and providing resources for rent and utility payment. Salary for a career pathways cohort coach to connect participants to training in healthcare careers through cohort training and coaching, connect participants to the Trades through cohort training and coaching, and connect participants to training in other high growth occupations.
EMPLOYEE BENEFITS		
RENT	\$14,769.00	Benefits for (2) human service assistants to educate participants and staff on available community resources, make warm connections between participants and community resources, and increase partnerships with organizations serving individuals with disabilities, mental health, re-entry, and providing resources for rent and utility payment. Benefits for a career pathways cohort coach to connect participants to training in healthcare careers through cohort training and coaching, connect participants to the Trades through cohort training and coaching, and connect participants to training in other high growth occupations.
		train participants in soft skills and office management, train participants in money management and credit repair. Provide entrepreneurial coaching to small businesses. Provide home ownership coaching to participants. Connect participants to training in healthcare careers through cohort training and coaching, connect participants to the Trades through cohort training and coaching, and connect participants to training in other high growth occupations. Increase capacity of Ambassador program.
OFFICE & PROGRAM	\$155,231.00	
EQUIPMENT		
SUBAWARDS		
TRAINING/TRANSPORTATION		
OTHER		
Total	\$300,000.00	