



**VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF FAMILY HEALTH SERVICES
109 GOVERNOR STREET
RICHMONDM VIRGINIA 23219**

MEMORANDUM OF UNDERSTANDING

MOU NUMBER: 705BQ210106

I. PARTIES TO THE AGREEMENT: This Memorandum of Understanding is entered into by **City of Hampton**, whose business address is 100 Old Hampton Lane, Hampton, Virginia 23669, hereinafter called the “Contractor” and Commonwealth of Virginia through the Department of Health, Office of Family Health Services. Division of Child and Family Health, whose business address is 109 Governor Street, 9th Floor, Richmond, Virginia 23219, hereinafter called the “Department.”

WHEREAS, the Department desires to enter into an Agreement with the Contractor to provide services to the American Rescue Plan Act Funding for Home Visiting and;

WHEREAS, The Contractor desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Contractor hereby covenant and agree to the following terms.

II. PERIOD OF AGREEMENT: From execution date of VDH signature on last page through September 29, 2022, and may be renewed upon written agreement of both parties for four (4) successive one-year periods, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.

III. PERIOD OF GRANT AGREEMENT: May 1, 2021 through September 30, 2023, in accordance to Special Terms and Conditions: Article VI – Federal Requirements for Sub-Recipient Contracts. Payments to be made in accordance to Article VII – Method of Payment.

IV. SCOPE OF SERVICES: (See attached ARP Funding Plan and Budget)

V. COMPENSATION: The Department will reimburse Contractor for actual expenditures as a result of services provided under the terms of the basic agreement. Any travel expenses will be reimbursed as per the current, state approved travel regulations available at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm (Topic #20335). Contract Value: \$22,121.00 with four (4) one-year renewals. Total Aggregate estimated to be \$110,605.00.

If this agreement contains renewal options, the amount of the Department’s allocation of funds to the Contractor shall be negotiated annually. Payments shall be made upon receipt and approval of the Department of required reports for services performed under the terms of this Agreement and invoices and acceptable supporting documentation from the Contractor. The reimbursement for services shall be based on the budget and on compliance with activities described in the funding plan submitted by

the contractor and approved by the Department. The invoices, with supporting documentation acceptable to the Department, shall include a report of expenditures that are itemized by budgeted line item with quarterly and year-to-date total expenditures per budget category. To be reimbursable, expenditures must adhere to the requirements detailed in the Commonwealth Accounting Policy and Procedure (CAPP) Manual which may be viewed at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm, included in the budget for this agreement, and, if applicable, in compliance with all federal guidance for the funding provided under this agreement. Supporting documentation shall include item level description of the purchase. Additional supporting documentation requirements are as follows:

- All Expenditures: a report from the Contractor's financial management information system must be provided.
- Personnel: payroll reports from the Contractor's financial management information system must be provided.
- Contractual: specific explanations of what expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.
- Supplies, Miscellaneous, and Other: listing of the specific items and/or goods for which payment was made.
- Telephone/Mobile: if possible, a copy of the top page of the phone bill related to the request for reimbursement should be provided. If this is not possible, such as in cases where these charges are centrally allocated, an explanation of the charges must be provided.

The Contractor shall report the actual program income received and expended during the month or billing period on the invoice billing statement. The revenue and expenses shall be traceable through their financial system of record.

The Contractor will bill The Department on a monthly basis via invoice with supporting documentation citing the Agreement number assigned to this document. Billing will be due no later than 30 days following the end of each calendar month in which expenses are incurred. Failure by Contractor to submit invoices within the prescribed time frame may forfeit its right to payment from the Department.

The Contractor agrees to ensure that all expenditures made under this Agreement are recorded correctly, are allowable, and are in support of the objectives of this Agreement. The Contractor shall ensure that payroll expenditures in support of this Agreement and as specified in this Agreement are charged accurately and that the employees paid under this Agreement submit Time and Effort (T&E) reports. These T & E Reports shall be maintained on site for VDH review during monitoring visits.

The Contractor shall maintain supporting documentation for all expenditures made under this Agreement and maintain such documentation for five years as per GAO/OMB regulations. Any expenditure recorded after this date will be attributed to the next budget period.

American Rescue Plan Act Funding for Home Visiting funds may not be used to pay the salary of an individual at a rate in excess of the Executive Level II salary of the Federal Executive Pay Scale, as per X0011949.

Final reconciliation billing for September 29, 2022, along with any overpayments due to the Department, shall be submitted no later than October 31, 2022 to:

Virginia Department of Health
 Division of Child and Family Health
 109 Governor Street
 Richmond, Virginia 23219

VI. FEDERAL REQUIREMENTS FOR CONTRACTOR CONTRACTS

- Contractor is sub-recipient **not** receiving pass-through federal funds. Information below not applicable.
- Contractor is sub-recipient receiving pass-through federal funds. Information below is applicable.

FEDERAL AWARD INFORMATION: Contractor of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Contract.

Sub-Award Organization DUNS: 363345997
 Federal Award Identification Number: X1141949
 Federal Award Date: 5/1/2021 – 9/30/2023
 Amount of Sub-Award: \$22,121.00
 Sub-Award Obligation/Action Date: Upon Execution – 9/29/2022
 Total Amount of Federal Award: \$879,347.00
 Name of Federal Grantor: HRSA
 CFDA Number & Name: 93.870 American Rescue Plan Act Funding for Home Visiting
 Research & Development: Yes No

FEDERAL AWARD RESTRICTIONS: There are general Federal cost principles that are applicable to all Federal Awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Subpart F. Audit Requirements for Federal awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at www.eCRF.gov.

Acronyms and Definitions: 200.0-200.99
 Conflict of Interest: 200.112 and 200.113
 Post Federal Award Requirements 200.300-200.345
 Pre-Federal Award Requirements 200.200-200.212
 General Provisions Sections: 200.400-200.401
 Federal Equipment: 200.313
 Procurement Guidelines 200.318-200.326
 Basic Considerations Sections: 200.402-200.411
 Direct and Indirect (F&A) Costs Sections: 200.412 – 200.415
 Special Considerations for States, Local Governments and Indian Tribes Sections: 200.416-200.417
 General Provisions for Selected: 200.420-200.475 (with exception of 200.424 and
 Items of Cost Sections: 200.475 as these are more applicable to Higher Education Institution and other non-profit Organizations.

The Virginia Department of Health, Office of Family Health Services, as a pass-through entity for numerous federal grants, is responsible for ensuring certain activities occur with respect to monitoring of Contractors. The above requirements include, but are not limited to the following:

Contractors receiving more than \$750,000 in federal funds, during the Contractor's fiscal year, from any and all sources are required to have a single audit performed in accordance with code (§200.501(a)). When required, the most recent copy of the audit must be provided to the assigned contract monitor within 30 days of the effective date on this Agreement. If any findings were noted in the audit report, corrective actions taken to fully resolved the finding must be provided. If an audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided as well. The Contractor must provide a written statement if the organization did not receive more than \$750,000 in federal funds.

Federal Funding Accountability and Transparency Act (FFATA) Effective October, 2010, all entities that plan to apply for and ultimately receive a Federal grant/cooperative agreement or receive sub awards directly from recipients of those funds shall:

- Be registered in System for Award Management (SAM) prior to submitting an application or plan. The SAM is a Web-enabled government wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. SAM information must be updated at least every 12 months to remain active (for both grantees and Contractors),
- Have a DUNS number,
- Provide address for primary Virginia service location including nine-digit zip code,
- Provide Executive compensation information for five most highly compensated officers if **all** of the following apply:
 - Organization receives 80% or more of its annual gross revenues in Federal awards,
 - Organization receives \$25,000,000 or more in annual gross revenues from Federal awards,
 - Executive compensation has not previously been reported to any Federal Agency through any other reporting system.

Certifications regarding lobbying (2 CFR 200.450)

Certification Regarding Lobbying (2 CFR 200.450) By signing this agreement, the Contractor Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to VDH. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Monitoring: The Department will monitor the Contractor to evaluate the progress and performance of the program. The Contractor shall furnish the Department on request information regarding payments claimed for services under this contract. The Department and Federal personnel shall be provided access to all program-related records and facilities under reasonable request.

The Contractor shall retain all books, accounts, reports, files and other records relating to the performance of the contract for a period of five years after its completion. 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 Department.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Contractor, the Contractor shall reimburse the Department upon demand.

Time and Effort Reporting: The Contractor shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) 2 CFR Part 200.430 Compensation-Personal Services. All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these time sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Department. The Contractor shall retain all books, reports, files and other records relating to time and effort reporting for a period of five years after completion.

Audit of Financial Records: The Contractor shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 Subpart F. Audit Requirements. The Contractor will, if total Federal funds expended are \$750,000 or more a year, have a single or program-specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards. A copy of the portion of the audit that affects the program will be submitted to the Commonwealth of Virginia. If there are no audit findings, a letter indicating no finds shall be submitted. The copy of the portion of the audit findings or the letter indicating no findings shall be sent to the Virginia Department of Health.

If total federal funds expended are less than \$750,000 for a year the Contractor must meet the above audit requirements or maintain financial records for such audit that are available for review by appropriate officials of the granting Federal agency, pass-through entity, and the General Accounting Office.

APPROPRIATIONS: The Contractor acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SMOKE-FREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation **and/or the imposition of an administration compliance order on the responsible entity.**

SUB-CONTRACTS: No portion of the work shall be sub-contracted without prior written consent of the purchasing agency. In the event that the Contractor desires to sub-contract some part of the work specified herein, the Contractor shall furnish the Departments names, qualifications and experience of their proposed Contractors and shall assure compliance with all requirements of the contract. Sub-contracting with local health districts is not allowed.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both The Department and Contractor.

PRICE ADJUSTMENT: This is a cost reimbursement agreement that is negotiated prior to annual renewal each year depending on the approved budget. The Department approved, price adjustment may be allowed at any time during the term of this Agreement.

CONFIDENTIALITY OF PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Contractor agrees that proprietary information disclosed by the Department to the Contractor for the purpose of a Memorandum of Understanding shall be held in confidence and used only in the performance of the contract. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Department. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (2 CFR 200.213 and 2 CFR 180) By initialing this box the Contractor Authorized Official certifies, to the best of his/her knowledge and belief that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

AUDIT AND ACCESS TO RECORDS PER 2 CFR 200.501- 200.521, by initialing this box , the sub recipient certifies that it will provide notice of any adverse findings which impact this Sub award and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Contractor is not subject to the Single Audit Act, then Contractor will provide notice of the completion of any required audits and provide access to such audits upon request.

VII. METHOD OF PAYMENT: The Contractor will be paid monthly for services rendered upon receipt of a valid invoice by the Department. During the final period (month) of each Agreement year, the Contractor shall notify the Department of the estimated amount of expenditures for that period as of September 29th. Within thirty (30) days after the end date of the budget period, the Contractor shall submit to the Department a final invoice with acceptable supporting documentation. If the estimated invoice exceeds that final invoice, the Contractor will return the unspent funds, as well as any interest earned on those funds, to the Department at the time the final invoice and supporting documentation is submitted to the Department. The Contractor shall not maintain cash on hand under this agreement. If renewals are permitted under this agreement, the Contractor and the Department shall negotiate the addition any unspent allocation to the following year's budget; however, this is generally not permitted. Payment will be made in accordance with the Prompt Payment Act of Virginia.

Invoices, reports, and supporting documentation shall be submitted to:

Virginia Department of Health
Division of Child and Family Health
Attention: Trinita Wright
109 Governor Street, 9th Floor or Email: Trinita.Wright@vdh.virginia.gov
Richmond, Virginia 23219

Failure of the Contractor to submit reports, invoices, and acceptable supporting documentation within the prescribed time frame may forfeit Contractor's right to payment from the Department.

In the event the Contractor fails to fulfill the requirements set forth in the Scope of Services, the Contractor will be asked to submit a plan of corrective action within 30 days, or a time frame acceptable to both parties. The plan of corrective action will be mutually agreed to prior to implementation.

Invoicing Required Elements

- Required Certifications (2 CFR 200.415). Must include a signature from an authorized official.
- Current expense column (project costs broken down by ledger cost category)
- Cumulative expense column (project costs broken down by ledger cost category)
- Point of contact for invoicing questions (Name, Email, Phone Number)
- Contract number
- Tax ID Number
- Invoice date
- Invoicing period of performance
 - Billing period to be no more frequent than monthly in accordance with 2 CFR 200.305
- Sub recipient contact person for invoice questions
- Cost sharing amounts if applicable
- Program income amounts if applicable
- Invoice marked "final" if applicable
 - Final invoices shall be submitted no later than 30 days after ending of contract period of performance

VIII. TERMS AND CONDITIONS:

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **APPLICABLE LAWS AND COURTS:** This contract 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 Department and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the department 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.
- D. **BACKGROUND CHECKS:**
1. The VDH may require a background check for Contractor staff assigned to any resulting agreement. The Contractor shall be required to pay for all background checks processed for staff assigned to any agreement resulting from this contract agreement at a rate of \$50.00. Fees are on a per background check basis and will be invoiced by VDH Accounting. The Contractor employees will be required to complete a form granting authority to release information. The Contractor shall allow the VDH access to review Contractor staff personnel and employment records.
 2. Background investigation results will be reviewed by the VDH, and are not releasable to the Contractor, however, can be provided to the individual of the investigation upon a written request.
 3. In the event agreement award is made prior to completion of background checks, any unfavorable results shall be subject to the terms and conditions of this contract agreement.
 4. In the event of any staff turnover or staff reassignments, the Contractor shall notify the VDH and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The VDH may remove any Contractor employee that the Contract Administrator feels threatens the health or safety of staff, security of the facility, or quality of the service provided by the Contractor.
- E. **CANCELLATION OF AGREEMENT:** The department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **CHANGES TO THE AGREEMENT:** The parties may agree in writing to modify the scope of the Memorandum of Agreement. An increase or decrease in the price to the memorandum of Agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Agreement.
- G. **CONFIDENTIALITY OF PROPRIETARY INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to proprietary information and personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Department's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store proprietary information or personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information.

Contractors shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- H. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Contractor or vendor.

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

- I. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. RENEWAL OF AGREEMENT:** This agreement may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one-year periods, under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.
- K. ANTI-DISCRIMINATION:** By submitting this agreement Contractor 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 and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the Contractor employs more than five 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 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.
 - f. 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 Contractor will include the provisions of (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Contractor or vendor.
- L. **ANTITRUST:** By entering into an agreement, the Contractor 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.

M. 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 department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Contractors:

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 Contractor(s) for the proportionate share of the payment received for work performed by the Contractor(s) under the contract; or
- (2) To notify the department and the Contractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the Contractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Contractor 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 department or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Contractor 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 department or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors to accept electronic and credit card payments.

N. ASSIGNMENT OF AGREEMENT: An agreement shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. DEFAULT: In case of failure to deliver goods or services in accordance with the agreement terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

P. NONDISCRIMINATION OF SUB-RECEIPIENTS: A Contractor A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract 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 bidder or offeror 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. WHISTLEBLOWER PROTECTIONS: Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for Contractors, grantees, Contractors, and sub grantees in accordance with this agreement. All Contractors, grantees, sub grantees, and Contractors for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a Contractor or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

R. CONTINUITY OF SERVICES:

- a.) The Contractor recognizes that the services under this contract are vital to the Department and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another Contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Department owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Department Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

S. CIVILITY IN STATE WORKPLACES:

The Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Contractor or any sub-contractor in connection with this agreement (each, a "Contract 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 Contractor shall provide each Contract Worker with a copy of this Section and will require Contract 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 Contract 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 Contract 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 Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Contractor. 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.

IX. CONFIDENTIALITY TERMS AND CONDITIONS:

- A. **DATA PRIVACY:** In accordance with § 2.2-2009 of the *Code of Virginia*, during the performance of this contract, Contractor is required at all times to comply with all applicable federal and state laws and regulations, including those pertaining to information security and privacy

- B. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor 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, disclosure will not be divulged without the individual's and the department's written consent, and only in accordance with federal law, including the HIPAA Privacy rule or the Code of Virginia.

Contractors who utilize, access, or store personally identifiable information (PII), protected health information (PHI), and electronic protected health information (ePHI), in performance of a contract, and in support of the HIPAA Privacy and Security regulations, are required to safeguard PII and PHI by:

- a. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,

- b. ensure that any Contractors the Contractor may engage on its behalf, and will have access to PHI, agrees to the same restrictions and conditions that apply to the business associate with respect to such information, and

- c. immediately notifies the department of any breach, or suspected breach, in the security of such information.

Contractors shall allow the department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- C. **CONFIDENTIALITY OF HEALTH RECORDS:** By signature on this agreement, the Contractor agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this agreement (agreement) shall:
 - 1. Not use or further disclose health records other than as permitted or required by the terms of this agreement or as required by law;

2. Use appropriate safeguards, as defined by HIPAA the Privacy and Security Rules to prevent use or disclosure of health records other than as permitted by this agreement;
3. Report to the Department of Health any use or disclosure of health records not provided for by this Agreement;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of health records by the Contractor in violation of the requirements of this agreement;
5. Impose the same requirements and restrictions contained in this agreement on its Contractors and agents;
6. Provide access to health records contained in its records to the Department of Health, in the time and manner designated by the Department of Health, or at the request of the Department of Health, to an individual in order to afford access as required by law;
7. Make available health records in its records to the Department of Health for amendment and incorporate any amendments to health records in its records at the Department of Health request; and
8. Document and provide to the Department of Health information relating to disclosures of health records as required for the Department of Health to respond to a request by an individual for an accounting of disclosures of health records.

X. STATUS OF PERSONNEL: Trinita Wright has been designated as the Department Administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby. This Memorandum of Understanding becomes effective on the date of the last signature.

CITY OF HAMPTON:

VIRGINIA DEPARTMENT OF HEALTH:

By: <i>SD Bond</i>	By: <small>DocuSigned by:</small> <i>Jenise Howard</i>
Type or Print Name: <i>Steven D. Bond</i>	Type or Print Name: Jenise Howard
Title: <i>Assistant City Manager</i>	Title: Procurement Officer II
Date: <i>11/24/2021</i>	Date: 12/7/2021 8:10:06 AM EST
EIN# <i>54-6001336</i>	
DUNS#	

Please check the box below:

Do you receive more than \$750,000 in federal funds? Yes No

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,

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY

Approved as to form and legal sufficiency
Date: 11/24/2021
[Signature]
City Attorney

gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

HAMPTON VA

CONTRACT OVERVIEW MEMO

To: Mary Bunting, City Manager

From: Chenequa Hayden, Administrator, Healthy Families Partnership
Angie Russ, Family Services Manager, Healthy Families Partnership
Donald Rodil, Business Manager, Healthy Families Partnership

Date: November 23, 2021

Re: Approval of FY 2022 MIECHV American Rescue Plan Funding

SERVICE DESCRIPTION: PURPOSE & COST

The Maternal, Infant, and Early Childhood Home Visiting Program provides federal grant funding for states to provide voluntary, evidence based, home visiting services to at-risk families. Evidence based home visiting programs have proven results of reducing child abuse and neglect, promoting child development, increasing positive parent-child relationships, and increasing childhood immunization rates. Hampton Healthy Families utilizes the MIECHV grant to provide the Parents As Teachers home visitation model for at risk families with children ages 3 months through 5 years.

During FY 2022, Hampton Healthy Families MIECHV program has received American Rescue funding in the amount of \$22,121.00. This funding will be used to address the needs of parents with young children during the COVID-19 public health emergency. The funds are intended to support home visiting activities that address immediate needs of parents, children, and families related to the COVID-19 public health emergency. Hampton Healthy Families will utilize ARP funds for PPE for staff and families, technology needs, and to assist families who are experiencing food insecurity.

Contract Administrator: Angie Russ and Donald Rodil

Match: No Match Required

Annual Cost: \$0.00 (No cost to the City)



BUDGET SUMMARY
 PROGRAM TITLE: ARP (American Rescue Plan) for MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING (MIECHV)
 Grant Period: September 30, 2021 - September 29, 2022
 City of Hampton (Healthy Start)
 CONTRACT AGENCY:
 CONTRACT PERSON: Angie Russ / Paula Hanley / Donald Rodli
 CONTRACT NUMBER: 7059Q210T06

	BUDGET CATEGORIES (OBJECT LEVEL)	ORIGINAL BUDGET			1st REVISION			2nd REVISION			3rd REVISION									
		REQUESTED	APPROVED	REQUESTED APPROVED	REQUESTED	APPROVED	REQUESTED APPROVED	REQUESTED	APPROVED	REQUESTED APPROVED	REQUESTED	APPROVED	REQUESTED APPROVED							
1. Service Delivery	a. Salaries	-																		
	b. Wages	-																		
	c. Fringe Benefits	-																		
	d. Travel	-																		
	e. Other	-																		
2. Hazard Pay / Other Staff Costs	a. Hazard Pay (hazardous duty or work involving physical hardship)	-																		
	b. Hiring costs, or incentive, or overtime pay	-																		
	c. Efforts related to family engagement and support (planning, hiring and onboarding additional staff, administrative supports, and other activities related to building staff and program capacity)	-																		
	d. Other	-																		
3. Emergency Supplies	a. PPE for Staff & Families (Including Masks & Gloves)	2,931																		
	b. Cleaning Products for Organization & Families	-																		
	c. Diapering Supplies (Diapers, Wipes, Diaper Rash Preventing Products)	-																		
	d. Emergency Rations (Food, Water, Infant Formula)	-																		
	e. Other (Thermometers, Feminine Hygiene Products, Hand Soap, Hand Sanitizer, Etc.)	-																		
4. Home Visitor Training	a. Virtual Platforms and Family Engagement	-																		
	b. COVID Related Trainings	-																		
	c. Virtual Platform Use (Training and Families)	-																		
	d. Other	-																		
5. Technology	a. Virtual Platform Fees	6,400																		
	b. Equipment (Laptops, Tablets, Cameras, Cell Phones, & Air Cards for internet)	11,690																		
	c. Other	-																		
6. Pre-Paid Grocery Cards	a. Cards for Allowable Expenses ONLY	1,100																		
7. Diaper Bank Coordination	a. Services for Diapers and Other Emergency Supplies Provided by Diaper Banks	-																		
TOTALS	TOTALS	22,121.00																		
	Newly Revised Grand Total:																			

Awardee's Authorized Signature
 Signature & date

ORIGINAL REQUEST: Angie Russ / Paula Hanley / Donald Rodli 9/20/2021

1st REVISION: _____

2st REVISION: _____

3st REVISION: _____

APPROVED/DENIED: _____

APPROVED/DENIED: _____

APPROVED/DENIED: _____

APPROVED/DENIED: _____

FY2022 MIECHV ARP Funding Plan

	9/21/2021
Date Prepared	
Organization	City of Hampton (Healthy Start)
Point of Contact (POC)	Angie Russ, Paula Hanley
Award Amount	\$22,121.00
Funding Period	10/1/21-9/29/22
VDH POC	Andelicia Neville: andelicia.neville@vdh.virginia.gov
Purpose for ARP Funding	To address the needs of expectant parents and families with young children during the COVID-19 public health emergency. HRSA intends for these funds to support home visiting activities that address immediate needs of parents, children, and families related to the COVID-19 public health emergency. HRSA encourages recipients to promote equity by allocating ARP funds to at-risk communities disproportionately impacted by COVID-19, including communities of color.
Allowable Categories for Spending	<p>1) Service Delivery: Funds may be used to serve families with eligible service delivery model(s) to provide in-person or virtual home visits and other program activities. These funds <u>may not</u> be used for expansion.</p> <p>2) Hazard pay or other staff costs: Fund hazard pay or other additional staff costs associated with providing home visits or administration for programs. Examples of this could include:</p> <ul style="list-style-type: none"> • Additional compensation for performing hazardous duty or work involving physical hardship; • Hiring costs, or incentive or overtime pay; and • Efforts related to service expansion and family engagement and support, such as planning, hiring and onboarding additional staff, administrative supports, and other activities related to building staff and program capacity. <p>***Agencies must have policies and procedures in place to support hazard pay.</p> <p>3) Home visitor training: Funds may be used to develop, conduct, and evaluate training of home visitors who are employed by the recipient or subrecipient. Training topics might include:</p> <ul style="list-style-type: none"> • Conducting a virtual home visit; • Emergency preparedness and response planning for families; • Safely conducting intimate partner violence screenings; and • Safety and planning for families served to improve family outcomes in the MIECHV benchmark areas.

- 4) **Technology:** Acquire the necessary technological means, for families enrolled in the program, to conduct and support virtual home visiting. Examples might include:
 - Tablets, laptops, and cell phones to enable enrolled families to participate in virtual home visits; and
 - Necessary auxiliary supplies, such as prepaid phone cards and/or data plans, chargers, mobile hot spots to support internet access, and program-specific software.

- 5) **Emergency Supplies:** Provide emergency supplies to eligible families. If you choose to budget funds for family emergency supplies, you are required to coordinate with local diaper banks to the extent practicable. Some examples of emergency supplies that may be provided to eligible families include:
 - Diapers and diapering supplies, including diaper wipes and diaper cream, necessary to ensure that a child using a diaper is properly cleaned and protected from diaper rash;
 - Infant formula;
 - Face masks and other personal protective equipment;
 - Food and water;
 - Hand soap;
 - Cleaning supplies; and
 - Hand sanitizer.

- 6) **Diaper Bank Coordination:** Provide enrolled families with emergency supplies from diaper banks, through reimbursement to, or purchase from, diaper banks when feasible.
 - *** If there is a local diaper bank, the organization **MUST** give them priority, if feasible.

- 7) **Prepaid Grocery Cards:** Provide prepaid grocery cards to an eligible family participating in the MIECHV program for the purpose of meeting the emergency needs of the family.
 - *** Organizations will assure that grocery cards have restrictions preventing purchase of non-emergency items (ie...alcohol, tobacco products, auto parts, auto supplies, ammunition, and weapons).
 - *** Organizations that choose to purchase grocery cards will keep detailed receipts of the purchase and records of how cards were distributed to families.

Describe the Organization's Plan for Use of ARP Funding

Hampton plans to use \$18,090.00 of the ARP funds to address the challenges that some families face with not having access to the needed technology in order to participate in virtual visits. The ARP funds will cover the cost of purchasing tablets and the virtual platform fees. The tablets will be made available for those enrolled families who will benefit from this resource that they otherwise would not have. Making the technology available to participants will help with ongoing family engagement and retention efforts in a virtual world.

Hampton plans to use \$2,931.00 of the ARP funds to purchase Emergency Supplies and personal protective equipment (PPE) for the MIECHV staff & participants. The emergency supplies will be used to support the guidelines that Hampton has in place for resuming in home visits. PPEs will be available for staff as they resume in-person service delivery. PPEs will also be available for all enrolled families. The ARP funds will provide the means for Hampton to ensure the availability of the necessary PPEs and promote safety. Safety measures will always be utilized for the staff as well as all families participating in the MIECHV program.

ARP funds in the amount of \$1,100.00 will be used to purchase pre-paid grocery gift cards. The emergency gifts cards will be used to provide emergency food assistance to enrolled families during an emergency or crisis situations. Eligible families will demonstrate that they do not otherwise have the financial means to purchase the needed food. The prepaid grocery cards will allow Hampton to meet the emergency needs of the family. The participant will sign for this resource upon receipt of the prepaid gift card and will be asked to provide a receipt after the purchase is made. When possible, the Home Visitor will purchase the needed food for the family.