



Healthy People in Healthy Communities
www.vdh.virginia.gov

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

SUB-RECIPIENT AGREEMENT

MOA NUMBER: 705A210078

- I. PARTIES TO THE AGREEMENT:** This Memorandum of Agreement is entered into by City of Hampton whose business address is 100 Old Hampton Lane, Hampton, Virginia 23669 hereinafter called the "Sub-Recipient" 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 Sub-Recipient to provide Maternal, Infant and Early Childhood Homevisiting and;

WHEREAS, The Sub-Recipient desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Sub-Recipient 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 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:** September 30, 2020 through September 29, 2022, 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
- V. COMPENSATION:** The Department will reimburse Sub-Recipient 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: \$385,121.00 with four (4) one-year renewal(s). Total Aggregate estimated to be \$1,925,605.00.

If this agreement contains renewal options, the amount of the Department's allocation of funds to the Sub-Recipient 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 Sub-Recipient. The reimbursement for services shall be based on the budget and on compliance with activities described in the Budget Template submitted by the Recipient 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 Sub-Recipient's financial management information system must be provided.
- Personnel: payroll reports from the Sub-Recipient'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.

All Sub-Recipients 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.

Sub-Recipients shall 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 Recipients to submit invoices within the prescribed time frame may forfeit its right to payment from the Department.

The Sub-Recipient 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 Sub-Recipients 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 Sub-Recipients 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.

Maternal, Infant and Early Childhood Home Visiting Program 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 Notice of Award #X10MC33615. (if applies)

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

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

VI. FEDERAL REQUIREMENTS FOR SUB-RECIPIENT 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: Sub-Recipient of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Contract.

Sub-Award Organization DUNS: 363345997
 Federal Award Identification Number: X10MC39721
 Federal Award Date: 9/30/20-9/29/22
 Amount of Sub-Award: \$385,121.00
 Sub-Award Obligation/Action Date: 9/30/21-9/29/22
 Total Amount of Federal Award: \$7,622,952.00
 Name of Federal Grantor: HRSA
 CFDA Number & Name: 93.870 Maternal, Child and Early Childhood Homevisiting Grant Program
 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 sub-recipients. The above requirements include, but are not limited to the following:

Sub-recipients receiving more than \$750,000 in federal funds, during the sub-recipient'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 sub-recipient 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 sub-recipients),
- 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 Sub-recipient 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 Sub-recipient, 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 Sub-recipient 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 Sub-Recipient to evaluate the progress and performance of the program. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient, the Sub-Recipient shall reimburse the Department upon demand.

Time and Effort Reporting: The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient shall comply with the audit and reporting requirements defined by the Federal 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 Office of Management and Budget (OMB) 2 CFR 200 Subpart F. Audit Requirements. The Sub-Recipient 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 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 Sub-Recipient 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 Sub-Recipient 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 subcontracted without prior written consent of the purchasing agency. In the event that the Sub-Recipient desires to subcontract some part of the work specified herein, the Sub-Recipient shall furnish the Departments names, qualifications and experience of their proposed Sub-Recipients and shall assure compliance with all requirements of the contract. Subcontracting 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 Sub-Recipient.

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 Sub-Recipient agrees that proprietary information disclosed by the Department to the Sub-Recipient 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 Sub-recipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Sub-recipient 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 Sub-recipient is not subject to the Single Audit Act, then Sub-recipient will provide notice of the completion of any required audits and provide access to such audits upon request.

- VII. METHOD OF PAYMENT:** The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient shall submit to the Department a final invoice with acceptable supporting documentation. If the estimated invoice exceeds that final invoice, the Sub-Recipient 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 Sub-Recipient shall not maintain cash on hand under this agreement. If renewals are permitted under this agreement, the Sub-Recipient 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: Andelicia Neville
109 Governor Street, 9th Floor or Email: Andelicia.Neville@vdh.virginia.gov
Richmond, Virginia 23219

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

In the event the Sub-Recipient fails to fulfill the requirements set forth in the Scope of Services, the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient staff assigned to any resulting agreement. The Sub-Recipient 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 Sub-Recipient employees will be required to complete a form granting authority to release information. The Sub-Recipient shall allow the VDH access to review Sub-Recipient staff personnel and employment records.
2. Background investigation results will be reviewed by the VDH, and are not releasable to the Sub-Recipient, 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient.

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 Sub-Recipient. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Sub-Recipient, 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 Sub-Recipient 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 Sub-Recipient 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. Sub-Recipients 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. Sub-Recipients shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-Recipients 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 Sub-Recipient agrees to (i) provide a drug-free workplace for the Sub-Recipient'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 Sub-Recipient'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 Sub-Recipient that the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient, 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 Sub-Recipient certifies that the Sub-Recipient 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 up to four (4) successive one-year period(s), 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient, will state that such Sub-Recipient 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 sub-Recipient employs more than five employees, the contractor shall (i) provide annual training on the sub-Recipient'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 sub-Recipient 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 Sub-Recipient 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 Sub-Recipient, 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 Sub-Recipient 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 Sub-Recipient or vendor.
- L. ANTITRUST:** By entering into an agreement, the Sub-Recipient 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 Sub-Recipient:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Sub-Recipient 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 Sub-Recipients) 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 Sub-Recipient 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, Sub-Recipients 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 Sub-Recipient 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 Sub-Recipients:

- a. Within seven (7) days of the Sub-Recipient's receipt of payment from the Commonwealth, a Sub-Recipient awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the Sub-Recipient(s) for the proportionate share of the payment received for work performed by the Sub-Recipient(s) under the contract; or
 - (2) To notify the department and the Sub-Recipient(s), in writing, of the Sub-Recipient's intention to withhold payment and the reason.
 - b. The Sub-Recipient is obligated to pay the Sub-Recipient(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 Sub-Recipient 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 Sub-Recipient performing under the primary contract. A Sub-Recipient's obligation to pay an interest charge to a Sub-Recipient may not be construed to be an obligation of the Commonwealth.
3. Each prime Sub-Recipient 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 Sub-Recipient 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 sub-recipients to accept electronic and credit card payments.

N. ASSIGNMENT OF AGREEMENT: An agreement shall not be assignable by the Sub-Recipient 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 Sub-Recipient 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. INSURANCE: By signing this contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. *The City of Hampton is self-insured.*

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	

\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)

Code of Virginia § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

Q. NONDISCRIMINATION OF SUB-RECIPIENTS: A sub-recipient, bidder, or offeror, 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.

R. 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 Sub-Recipients, grantees, Sub-Recipients, and sub grantees in accordance with this agreement. All Sub-Recipients, grantees, sub grantees, and Sub-Recipients 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 Sub-Recipient or sub grantee.

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

S. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Sub-Recipient organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contact with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its

certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

T. SERVICE ORGANIZATION CONTROLS: Service Organization Controls (SOC) may be required for this contract.

Please see link for requirements: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/10305.pdf

CERTIFICATION OF INTERNAL CONTROLS: The Sub-Recipient shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of department programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The Sub-Recipient shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Sub-Recipient's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Sub-Recipient must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Sub-Recipient's internal control processes and procedures are described in the most recent version of the report, the Sub-Recipient shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the Sub-Recipient to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The Sub-Recipient's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Sub-Recipient certifies the destruction of the sensitive data at the end of the contract term.

U. CONTINUITY OF SERVICES:

a.) The Sub-Recipient 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 Sub-Recipient, may continue them. The Sub-Recipient 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 Sub-Recipient to its successor.

- b) The Sub-Recipient 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 Sub-Recipient 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.

V. 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 subcontractor 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, Sub-Recipient 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 Sub-Recipient 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.

Sub-Recipients 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. implementing appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to ePHI,
- c. ensure that any Sub-Recipients the Sub-Recipient 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
- d. immediately notifies the department of any breach, or suspected breach, in the security of such information.

Sub-Recipients shall allow the department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-Recipients 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 Sub-Recipient 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 Sub-Recipient of a use or disclosure of health records by the Sub-Recipient in violation of the requirements of this agreement;
5. Impose the same requirements and restrictions contained in this agreement on its Sub-Recipients 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.

The Sub-Recipient shall provide evidence of compliant and ongoing internal control of sensitive and/or private data and processes through a standard methodology, including the Health Insurance Portability and Accountability Act (42 USC Sec. 1320D et seq., the federal rules adopted thereunder (45 CFR Parts 160, 162 and 164, as applicable), and the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Sub-Recipient's internal controls. There shall be an appropriate separate instrument, i.e., a business associate agreement (BAA), executed between the parties further protecting the privacy and security of data."

X. **STATUS OF PERSONNEL:** Andelicia Neville, 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 Agreement becomes effective on the date of the last signature.

SUB-RECIPIENT:	VIRGINIA DEPARTMENT OF HEALTH:
By: <u>City of Hampton SED B</u>	By: <small>DocuSigned by:</small> <u>M. Norman Oliver, MD</u>
Type or Print Name: <u>Steven D. Bond</u>	Type or Print Name: <small>Print Name:</small> <u>M. Norman Oliver, MD</u>
Title: <u>Assistant City Manager</u>	Title: <u>State Health Commissioner</u>
Date: <u>9/20/2021</u>	Date: <u>9/27/2021 2:51:04 PM EDT</u>
EIN# <u>54 - 6001336</u>	
DUNS# <u>066 019902</u>	

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

**CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY**
Approved as to form and legal sufficiency
Date: 09/20/2021
[Signature]
City Attorney

MIECHV LIAs Scope of Services

Contractor	City of Hampton, Hampton Healthy Families Partnership	
Contract Amount	\$385,121.00	
Contract Period	September 30, 2021 through September 29, 2022	
Scope of Service	Description	Deliverable
A. Service Delivery: Evidence-Based Home Visiting (EBHV) Model services	<p>1) Provide Parents As Teachers program services to 88 families in the City of Hampton in accordance with Model standards for program implementation.</p> <p>a) Local programs are required to meet and maintain 85% to 100% caseload capacity when no exceptions exist.</p> <p>b) The only allowable reasons a site may fall below the 85% threshold</p> <p>i) Vacant Home Visitor position(s)</p> <p>ii) Home Visitor on extended leave</p> <p>iii) New Home Visitor with <6 months- 1 year employment</p> <p>iv) Demonstrated high percentage (>75%) of families on caseload requiring and routinely receiving weekly visits</p> <p>c) If the site cannot maintain 85% caseload capacity, the state MIECHV team will work with the site to provide technical assistance in order to meet contractual deliverables. If the site continues to fall below the 85% caseload capacity, then the site may be placed on an improvement plan and evaluated for continued funding.</p> <p>2) Inform VDH/MIECHV of changes in project staffing, significant issues impacting implementation on a monthly basis.</p> <p>3) Maintain all required standards for Model affiliation.</p> <p>4) Remain in good standing with the state model office;</p> <p>a) Actively engage in quality assurance and credentialing activities;</p>	<p>1) The Parents As Teachers program in the City of Hampton will use MIECHV funds to serve 88 families, defined as the caseload capacity, or the number of families the program can serve at any given point in time based on the number of full time home visitor employees (FTE).</p>

<p>C. Data/ Evaluation</p>	<ol style="list-style-type: none"> 1) Implement the MIECHV approved client consent process for data sharing with Departments of Health and Social Services annually (whether they agree or not). 2) The grantee is expected to work with VDH on an ongoing basis throughout the grant period to meet the federal grant requirements for defined performance measures for each benchmark area to support program accountability and future ongoing quality improvement. <ol style="list-style-type: none"> a) Collect data required in the format required and document encounters in the MIECHV data system within 72 hours of the contact. b) Ensure all MIECHV staff receive training in the importance of data collection and reporting. c) Monitor data entry on MIECHV data forms and in the MIECHV data system on at least a monthly basis to assure accuracy and quality. 3) Submit MIECHV monthly and quarterly reports to the VDH state office and EBHV Model consultants by established deadlines. 4) Document required benchmark data on quarterly report <ul style="list-style-type: none"> • unduplicated number of newly established MOA/MOUs during the reporting period; and • unduplicated number of local agencies with which the home visiting provider has a clear point of contact during the reporting period. 	
<p>D. Continuous Quality Improvement (CQI)</p>	<ol style="list-style-type: none"> 1) Participate in MIECHV CQI activities which could include: <ol style="list-style-type: none"> a) Completing a readiness assessment. b) Training opportunities. c) Other coordinated projects such as a learning collaborative, coaching, and technical assistance. 2) Document CQI activities on the MIECHV PDSA Worksheet monthly. 	
<p>E. Collaboration</p>	<ol style="list-style-type: none"> 1) Participate on a local or regional early childhood system coalition such as Smart Beginnings. 	

<p>F. Participation in Training and Technical Assistance</p>	<p>2) Establish memorandum of agreement/memorandum of understanding with referral partners and other service providers.</p> <p>3) Collaborate with other early childhood home visiting programs in your community, if applicable, to assure quality services to families in need.</p>	<p>1) Maintain staff training transcripts</p>
<p>1) Assure that staff have received appropriate training in order to utilize the MIECHV required tools:</p> <ul style="list-style-type: none"> a. Maternal Depression Screening (Edinburgh or PHQ-9) b. Intimate Partner Violence (Relationship Assessment Tool (RAT) for female caregivers and Hurt-Insult-Threaten-Scream (HITS) for male caregivers). c. Ages and Stages Questionnaire (ASQ-3 and ASQ-SE) d. Parenting Interactions with Children Checklist of Observations Linked to Outcomes (PICCOLO) e. MIECHV data collection forms f. MIECHV data entry <p>2) Assure that staff have received appropriate training through the Home Visiting Model Office to implement services in accordance with model requirements.</p> <p>3) The core trainings through the Early Impact Virginia (EIV) Institute online learning are required to be completed within 12 months of hire. Take the Pre-Assessment through the Institute for the Advancement of Family Support Professionals' website (institutevsp.org). Utilize the results from this assessment (results are created by the Career Compass) to guide competency-based learning on The Institute (i.e., taking trainings through the Institute based on gaps in knowledge and maintaining user transcripts).</p>	<p>1) Maintain staff training transcripts</p>	<p>1) Maintain staff training transcripts</p>

	<p>4) Work with the (MODEL LEAD) to request technical assistance to maintain fidelity to the evidence-based home visiting model including establishment of referral systems, staff retention, and family recruitment, enrollment and engagement.</p>	
<p>G. Financial requirements</p>	<ol style="list-style-type: none"> 1) Submit Monthly Invoices for reimbursement. (Mileage reimbursement may not exceed the Internal Revenue Service rate.) 2) Time and effort of staff (time sheets) must be documented and stored at local agency to support reimbursement for salaries and benefits. Each month, this information must be included in the monthly invoice as supporting documentation. 3) Submit budget revision requests for any line items expenses projected to exceed 10 percent of approved budget. 4) Funds provided to the contracting agency receiving funds from the MIECHV grant shall supplement, and not supplant, funds from other sources for early childhood home visitation program or initiatives. 5) All revenue generated through MIECHV funded positions must be reported and explained on the monthly invoice and must be used to expand services to families or clearly deducted from monthly invoices for reimbursement. 6) Demonstrate efforts towards establishing protocols and program capacity to contract with Managed Care Organizations to develop the process for reimbursement to sustain these services beyond the funding period and request technical assistance on sustainability, if necessary. 	
<p>H. Subcontracts</p>	<ol style="list-style-type: none"> 1) If any component of your MIECHV contract is performed by a sub-contractor or via an agreement such as an MOU or MOA that involves financial exchange: 	<ol style="list-style-type: none"> 1) Copy of the sub-contract or MOA 2) (Upon request) Produce time and effort sheets, invoices and evidence that the sub-contractor was not supplanting funds.

Attachment E: Budget Template

Maternal, Infant and Early Childhood Home Visiting Project

Project Period: 9/30/2021 - 9/29/2022

Name of Applicant: City of Hampton (Healthy Start)

Summary Page

	BUDGET CATEGORIES (OBJECT LEVEL)	ORIGINAL BUDGET	
		REQUESTED	APPROVED
Personnel Services	Salaries	241,778	
	Wages	18,049	
	Fringe Benefits	107,124	
Contractual & Operating Expenses	Contract Services (1 Zoom License)	240	
	Out of State Conferences/General Training	6,721	
	Travel (Local mileage)	4,032	
	Landline Phone Chgs	1,365	
	Cell Phone Chgs	4,000	
	I.T. PC Maintenance Fees	1,308	
	I.T. Remote Access Fees	850	
Supplies & Materials	Office and Admin	1,654	
	Educational		
	Other		
		-	
		-	
		-	
Continuous Charges	Insurance		
	Rental Charges	-	
	Other	-	
Fixed Assets	Equipment		
TOTALS	Direct Costs	385,121	
	Indirect Costs (Rate must not exceed 10%)		
	Overall Total	385,121	

Grantee's Authorized Signature (Sign & Date)

Cyril Ross / Donald Roof
8/23/2021

State Program Director's Signature (Sign & Date)

Original Request:

Approved/Denied:

**** Amounts Requested Should Match Those Totals Calculated In The Budget Category Breakdown Worksheets**

1a. Personnel Services

	POSITION CLASS	Employee Name	ANNUAL SALARY	% OF TIME Budgeted	BUDGET AMOUNT	BASIS FOR COMPUTATION OF BUDGET AMOUNT
SALARIES	Fam.Svcs Spec.Sup	Hanley, Paula	56,354	100%	\$ 56,354	Supervisor salary based on roles & resp. of position & City of Hampton salary structure
					\$ -	
					\$ -	
					\$ -	
					\$ -	Based on roles and responsibilities of position & City of Hampton's salary structure
	Fam.Svcs Specialist	Haynesworth, Sarah	46,231	100%	\$ 46,231	
	Fam.Svcs Specialist	Huff, Rebekah	46,331	100%	\$ 46,331	
	Fam.Svcs Specialist	LaRoche, Casey	46,531	100%	\$ 46,531	
	Fam.Svcs Specialist	Nianda, Ebony	46,331	100%	\$ 46,331	
Salaries Sub-Total					\$ 241,778	
	POSITION CLASS	Employee Name	HRS/AWK	\$/HR	BUDGET AMOUNT	BASIS FOR COMPUTATION OF BUDGET AMOUNT
WAGES	Office Specialist, Sr	Open	24	12.86	\$ 16,049.00	Based on roles and responsibilities of position & City of Hampton's salary/wage structure
Wages Sub-Total					\$ 16,049	

JUSTIFICATION: Needed for service delivery.

Note: Salaries include the proposed 3% increase and market adjustments by the City Manager across all city departments for FY 2022. These are actual salaries as of 8/19/2021.

1b. Personnel Services

Fringe Benefits	BASIS FOR COMPUTATION OF FRINGE BENEFITS	TOTAL
1) EMPLOYEE'S RETIREMENT CONTRIBUTION	15.91% of \$241,778	38,467
2) FICA	7.65% of \$241,778	18,496
3) GROUP INSURANCE	1.32% of \$241,778	3,191
4) MEDICAL/HOSPITAL INSURANCE	15.72% of \$241,778	38,008
5) WORKER'S COMPENSATION	3.00% of \$241,778	7,253
6) OTHER (Part Time Ofc. Specialist)	FICA 7.65% & Workers Compensation 3.00% of \$16,049	\$ 1,709.00
Fringe Benefits Sub-total		\$ 107,124
Total Salaries/Wages from 1a		\$ 257,827
Total Personnel Services		364,951

JUSTIFICATION: Required benefits.

Rates provided by Finance and Risk Management Departments - Shari Delet, Candy Broughman, & Patricia Parker (43.6%)

2. CONTRACTUAL AND OPERATING

CONTRACT SERVICES (Specify Services)	Contractor					BUDGET AMOUNT
1) 2) 3)	Zoom Video Conferencing Services (1 license @ \$20 x 12 months = \$240.00)					\$ 240.00
1) OUT OF STATE, CONFERENCE and CONVENTION	Travel					
	CONFERENCE NAME	LOCATION	# of ATTENDEES	NAME		BUDGET AMOUNT
	Parents as Teachers Curriculum Annual Access/Training/Renewal (Affiliation Fee - \$2,000; Foundational 1 & 2 Curriculum renewal: \$255.00 * 5 Staff members totaling \$1,275)	Web Based	(6) 5 Staff members	Paula Hanley, Sarah Haynesworth, Rebekah Huff, Ebony Nianda, & Casey LaRoche		\$ 3,275.00
	Early Impact Virginia (Annual Home Visiting Conference) (est travel/lodging/per diem = \$405.20/person x 5 totaling \$2,425.20)	TBA	(6) 5 Staff members	Paula Hanley, Sarah Haynesworth, Rebekah Huff, Ebony Nianda, & Casey LaRoche		\$ 2,425.00
	CQI Learning Session Attendance (\$204/yr X 5 staff members = \$1,020.00)	Richmond, VA	(6) 5 Staff members	Paula Hanley, Sarah Haynesworth, Rebekah Huff, Ebony Nianda, & Casey LaRoche		\$ 1,020.00
	ESTIMATED MILEAGE	REIMBURSEMENT RATE				BUDGET AMOUNT
2) LOCAL TRAVEL	120mi x 12mos x 5 staff x \$5.60 = \$4,032	\$5.60				\$ 4,032.00
3) TRANSPORTATION COSTS (project owned vehicles only)	FUEL COSTS	MAINTENANCE COSTS	INSURANCE COSTS			BUDGET AMOUNT
	Utilities					
PROJECT SITE # 1	ELECTRICITY	GAS/OIL	WATER/SEWAGE	TELEPHONE ROUTINE	TELEPHONE NEW INSTALL	BUDGET AMOUNT
100 Old Hampton Lane				Landline \$18.96/mo x 12mos x 6 staff		\$ 1,365.00
100 Old Hampton Lane				Cell Pkn \$66.67/mo x 12 mos x 5 staff		\$ 4,000.00
						BUDGET AMOUNT
OTHER SERVICES (Specify)						
I.T. PC Maintenance Fees \$218/yr x 6 Users						\$ 1,308.00
I.T. Remote Access Fees (VPN) \$170/yr x 5 Users						\$ 850.00
TOTAL CONTRACTUAL AND OPERATING EXPENSES						\$ 18,616.00

JUSTIFICATION: Required operational costs to run the program

3. SUPPLIES & MATERIALS

	ITEM	BUDGET AMOUNT
OFFICE & ADMINISTRATIVE	General office supplies (\$275.66/yr per person x 6 staff members)	\$ 1,654.00
EDUCATIONAL		
OTHERS		
TOTAL SUPPLIES AND MATERIALS		\$ 1,654.00

JUSTIFICATION: Projected office supplies of \$275.66/yr x staff of 6

4. CONTINUOUS CHARGES

	UNITS	NAME OF UNIT	COST PER UNIT	BUDGET AMOUNT
INSURANCE				N/A
RENTAL CHARGES				
OTHER				
TOTAL CONTINUOUS CHARGES				

JUSTIFICATION:

5. FIXED ASSETS

	PURCHASE PRICE	INSTALLATION COSTS	BUDGET AMOUNT
FIXED EQUIPMENT			N/A
OTHER EQUIPMENT			
TOTAL FIXED ASSETS			

JUSTIFICATION:

6. IN-KIND CONTRIBUTIONS

LIST SPECIFIC IN-KIND SUPPORT:	AMOUNT
Leadership, Administrative, Data Base Management, &	
Building Space Support (see next table for details)	\$ 74,122.92
TOTAL SUPPORT	\$ 74,122.92

NOTE: THIS TOTAL IS NOT INCLUDED IN THE OVERALL BUDGET AMOUNT

Maternal, Infant and Early Childhood Home Visiting Project

In-Kind Contribution Details

Project Period 9/30/2021 - 9/29/2022

Actual Salaries as of 8/19/2021

Line Item	Total Annual Cost (Salary + benefits of 43.6%)	Total # of Employees this Position/Resource Supports	Cost per Employee (Full-time)	# of MIECHV Grant Employees	In-Kind Contribution by Line Item
Departmental Support					
Department Administrator	117,752	57	2,065.82	5	10,329.12
Business Operations Mgr	131,160	57	2,301.05	5	11,505.26
Administrative Assistant	59,649	57	1,046.47	5	5,232.33
Direct Services Support					
Family Services Prgm Mgr	131,398	47	2,795.71	5	13,978.54
Support Services Coordinator	54,884	47	1,167.74	5	5,838.71
Office Assistant	31,941	47	679.59	5	3,397.95
Data Base Administrator	62,044	47	1,320.08	5	6,600.41
Office Specialist (Data)	46,620	47	991.91	5	4,959.55
Building Lease (Utilities included)	140,004	57	2,456.21	5	12,281.05
Total In-Kind Support					\$ 74,122.92



CONTRACT OVERVIEW MEMO

To: Mary Bunting, City Manager

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

Date: September 19, 2021

Re: Approval of Contract Renewal/Modification Agreement (Maternal, Infant and Early Childhood Home Visiting Program, MIECHV) - \$385,121.00

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, increasing childhood immunization rates, and reducing the incidence of repeat teen births. This funding will be used to provide the Parents-As-Teachers home visiting model for at risk families, with children ages 3 months through 5 years. The target population for this funding includes military families, and high risk families (substance abuse, mental illness, and family violence). Provides services for 88 families.

Contract Administrator: Angie Russ & Donald Rodil

Match: No Match Required

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

