

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF SOCIAL SERVICES

SUB-AWARD AGREEMENT RENEWAL with MODIFICATION

Date: May 11, 2021  
Sub-Award Agreement No. BEN-19-024-03  
Renewal No: 2  
Modification No.: 4

Issued by: Commonwealth of Virginia  
Department of Social Services  
Division of General Services, Procurement  
801 East Main Street, 14<sup>th</sup> Floor  
Richmond, Virginia 23219-2901

On Behalf Of  
VDSS Division: Benefit Programs

Subgrantee/Subrecipient: City of Hampton Department of Social Services

Project: Employment for TANF Participants

This Renewal and Supplemental Agreement Modification is entered into pursuant to the provisions of the basic Agreement.

**SUB-AWARD RENEWAL**

In accordance with Section VIII, Administrative Requirements; Paragraph G, Renewal of Agreement, the Commonwealth of Virginia, Department of Social Services (VDSS) wishes to exercise its option to renew the above referenced agreement for an additional stipulated period. The period of renewal will be from July 1, 2021 through June 30, 2022. All renewals must be fully executed by both parties prior to the expiration date of the current agreement. The effective date of this renewal and the period of performance start date shall be no sooner than the date on which the last signature is obtained on this document. The total dollar amount of the obligation by the VDSS for reimbursement of actual expenses shall not exceed \$144,588.33 for this renewal period.

**MODIFICATION**

**Description of Modification:**

1. Reference Attachment F – Budget: Replace the budget dated July 1, 2020 through June 30, 2021 with the revised budget *Attachment F* for the period of July 1, 2021 through June 30, 2022.
2. Reference Attachment D – Overview of Activities/Outcomes: Replace Attachment D with the revised Attachment D – Overview of Activities/Outcomes for the period of July 1, 2021 through June 30, 2022.
3. Reference RFA – Section I – Award Information, Purpose of Request for Application (RFA), is hereby added as follows after the bullet point paragraph, as a separate paragraph:

**B. TANF Purpose:** This initiative is 100% funded by TANF. The initiative is for the following TANF purpose:

- Provide assistance to needy families so that children can be cared for in their own homes or in the homes of relatives.
- End the dependence of needy parents by promoting job preparation, work, and marriage.
- Prevent and reduce the incidence of out-of-wedlock pregnancies.
- Encourage the formation and maintenance of two-parent families.

4. Reference RFA – Section I – Award Information, Purpose of Request for Application (RFA), Letters C and D, is hereby added as follows after the above paragraph, as separate paragraphs:

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

**D. Informational Purposes:** Contracted service providers are highly encouraged to join Unite Virginia, a statewide coordinated care network of health and social service providers. Partners in the network send and receive closed-loop, secure, electronic referrals across multiple sectors and organizations through the shared Unite Us platform. The platform enables providers to track every person's total health journey and report on tangible outcomes. Access to the platform is free until June 10, 2022.

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

5. Reference RFA – Section VII – Reporting Requirements, Letter D, is hereby added as follows:

**D. Data Collection:** Submit to VDSS within 10 business days following the end of each calendar quarter, data on subrecipients receiving services during the quarter. VDSS will use this data to evaluate contract performance and to conduct research on outcomes for subrecipients of services. Subrecipients whose data are collected must be informed that their data will be protected as required by state and federal law, and that services will not be withheld if they refuse to disclose this information. VDSS will provide the vendor a formatted Excel file for submitting data, and instructions on how to submit the data securely to VDSS. The following data are required for each subrecipient, including

- a) First name
- b) Middle name
- c) Last name
- d) Date of Birth
- e) Social Security Number
- f) Gender
- g) Race
- h) Home address (if available - street, city, state, zip code)
- i) Email (if available)
- j) Telephone Number (if available)
- k) Type of Service provided
- l) Date of service
- m) Location of service
- n) Case Number – if applicable
- o) Other

6. Reference RFA – Section IX - General Conditions, Letters C, and P, is hereby changed to read:

**C. ANTI-DISCRIMINATION:** By submitting their applications, applicants certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual

orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

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

1. During the performance of this contract, the subrecipient agrees as follows:
  - a. The subrecipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the subrecipient. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, will state that such subrecipient is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. If the subrecipient employs more than five employees, the subrecipient shall (i) provide annual training on the subrecipient'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 subrecipient's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the subrecipient owns or leases for business purposes and (b) the subrecipient's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the subrecipient 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 subrecipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The subrecipient will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

**P. NONDISCRIMINATION OF SUBRECIPIENTS:** An Applicant or subrecipient 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 applicant or subrecipient employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7. Reference RFA – Section IX - General Conditions, Letters AA, BB and CC, is hereby added as follows:

**AA. SECURITY AND TRANSFER OF DATA:** The following terms and conditions relate to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- a. All sensitive information shall be communicated through a secure messaging portal, encrypted email or some other means approved by Commonwealth Security and VDSS/ISRM. Attachments must be encrypted with a password or some other method enforcing encryption by Commonwealth Security and VDSS/ISRM (Information Security/Risk Management).
- b. Google Chrome is to be used as the method to communicate client specific data from VDSS to the sub-grantee.
- c. An encryption method for WORD documents must be used to encrypt all client level data that is sent from the sub-grantee and VDSS; the encryption level must be at SHAS-2 or higher with a minimum of 256-bit encryption.
- d. No less than annually VDSS will change the password associated with the subaward and provide this password to the sub-grantee.

**BB. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".

**CC. CIVILITY IN STATE WORKPLACE:** 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.

Except as provided herein, as heretofore changed, the Scope of Services and all terms and conditions of the Agreement BEN-19-024-03 shall remain unchanged and in full force and effect.

CITY OF HAMPTON  
DEPARTMENT OF SOCIAL SERVICES

BY: Wanda E. Rogers  
(Signature)

NAME: Wanda E. Rogers  
(Print)

TITLE: Director

DATE: May 14, 2021

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF SOCIAL SERVICES

BY: Adrienne D. Childress Digitally signed  
by Adrienne D. Childress

NAME: Adrienne D. Childress, Childress,  
(Print) Purchasing

TITLE: Purchasing Manager

DATE: Manager Date: 2021.05.26  
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