

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	September 20, 2021
Action Required:	Appropriation of Grant Funds
Presenter:	Chris Engel, Director of Economic Development
Staff Contacts:	Chris Engel, Director of Economic Development
Title:	Virginia Department of Social Services (V.D.S.S.) Temporary Aid to Needy Families (T.A.N.F.) Grants – \$257,479.76

Background:

For the past three years, the City of Charlottesville, through the Office of Economic Development (OED), has been receiving matching grants from the Virginia Department of Social Services (VDSS) in order to provide workforce development training and supportive services to individuals residing in the City of Charlottesville living at or below 200% poverty. These grants include:

1. ***VDSS Employment for TANF Participants Grant (BEN-17-056)*** – a \$50,000 grant awarded in 2017 for Growing Opportunities (GO) workforce development training programs and supportive services,
2. ***VDSS Employment for TANF Participants Grant (BEN-19-024)*** – a \$33,800 grant awarded in 2021 to support a 40 hour long-term temporary position in the Downtown Job Center to help staff all GO workforce training programs, and
3. ***VDSS Employment Advancement for TANF Participants Grant (BEN-19-113)*** – a \$173,679.76 grant awarded in 2021 for additional GO workforce development training programs including minority business/entrepreneurship training programs and supportive services.

VDSS has agreed to renew all three grants for the new fiscal year (July 1, 2021 to June 30, 2022) in the following amounts:

1. V.D.S.S. Employment for T.A.N.F. Participants Grant (4th Renewal) –\$50,000
2. V.D.S.S. Employment for T.A.N.F. Participants Grant (3rd Renewal) – \$33,800
3. V.D.S.S. Employment Advancement for T.A.N.F. Participants Grant (3rd Renewal) – \$173,679.76

The first two V.D.S.S. Employment for T.A.N.F. Participants grants listed above (BEN-17-056 and BEN-19-024) require a 15 percent match of local dollars. The OED has historically matched these grants from the Workforce Investment Fund (P-00385). The third V.D.S.S. Employment Advancement for T.A.N.F. Participants grant (BEN-19-113) does not require a match. The OED will once again match the grants from the Workforce Investment Fund – \$7,500 for BEN-17-056 and \$5,070 for BEN-19-024. Funding will be used for the same purposes stated in the original grant

proposals.

Discussion:

In July 2013, the City’s Strategic Action Team on Workforce Development (SAT) issued a report to City Council entitled, *Growing Opportunity: A Path to Self-Sufficiency*. The report, which was subsequently endorsed by Council, examines the barriers to employment for low-income City residents and makes recommendations on how to address these barriers. One of the recommendations is to “work to ensure that training programs align with the needs of new and existing businesses.”

In an effort to make progress towards this recommendation, the OED has been actively engaged in developing jobs-driven workforce development training programs in partnership with local employers. Thirty three GO programs have been administered since 2014. The flagship program, GO Driver, has been conducted eleven times and trains City residents to get their Class B Commercial Driver’s License and become Relief Transit Bus Operators with Charlottesville Area Transit (CAT) and/or Pupil Transportation at a rate of \$16.53 per hour. GO Cook, which trains individuals in the culinary arts and prepares them for careers in local food and hospitality establishments has also been run seven times, resulting in almost 40 individuals being placed into employment. In addition to technical training, GO programs also include assistance with supportive services such as rental assistance, car repair, exam fees, etc. These costs, which average about \$300 per participant, are also included as part of the programming.

Additionally, the City recently launched the Minority Business Program, which is designed to promote the startup of minority- and woman-owned businesses in the City and the growth and expansion of existing City minority- and woman-owned business. The OED sees business creation and retention as a potential means to self-sufficiency either through full-time business ownership or supplemental income. In FY 2020, the grant funding was used for two iterations of GO Start-Up, which teaches individuals how to start up their own business and provides seed money for essential business creation purposes (e.g., business license fees, websites, business cards, logos, inventory, equipment, etc.). Fifteen individuals participated in the two programs, resulting in 15 new businesses in the Charlottesville community.

Alignment with Council Vision Areas and Strategic Plan:

This effort supports City Council’s “Economic Sustainability” vision and aligns directly with the SAT’s *Growing Opportunity* report that was approved by City Council in 2013.

It also contributes to the following goals and objectives in the City’s Strategic Plan:

Goal 4: A Strong, Creative and Diversified Economy

- Objective 4.1: Develop a quality workforce

Goal 1: An Inclusive Community of Self-sufficient Residents

- Objective 1.2: Prepare residents for the workforce

It aligns with Chapter 3 on Economic Sustainability in the Comprehensive Plan, and more specifically Goal 6, which focuses on workforce development and being an effective partner in creating a well-prepared and successful workforce.

Community Engagement:

Like practically all of the City's workforce development efforts, its employment training programs are supported by numerous community agencies and organizations. Examples include: Albemarle County, Piedmont Virginia Community College, Virginia Career Works, and employer partners. Similarly, on the business development side, partners include the Chamber Business Diversity Council, the Community Investment Collaborative, the Central Virginia Small Business Development Center, and private sector organizations. None of the work that is currently being done could be possible without this strong community engagement.

Budgetary Impact:

There is no impact to the general Fund. All funds will be budgeted and expensed in the Grants Fund. The required match for all of the grants totals \$12,570 and will come from previously appropriated Capital Improvement Program funds in the Workforce Investment Fund account.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If grant funds are not appropriated, more local dollars will have to be used for training or fewer low-income, underemployed City residents will be able to be trained.

Attachments:

- Resolution
- VDSS BEN-17-056 Subaward Agreement
- VDSS BEN-19-024 Subaward Agreement
- VDSS BEN-19-113 Subaward Agreement

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**Appropriating funds to Virginia Department of Social Services (V.D.S.S.)
Temporary Aid to Needy Families (T.A.N.F.) Grants
\$257,479.76**

WHEREAS, the City of Charlottesville has received a fourth renewal of grant funds from the Virginia Department of Social Services in the amount of \$50,000 requiring a \$7,500 local in-kind match provided by the Office of Economic Development through the Workforce Investment Fund; and

WHEREAS, the City of Charlottesville has received a third renewal of grant funds from the Virginia Department of Social Services in the amount of \$33,800 requiring a \$5,070 local in-kind match provided by the Office of Economic Development through the Workforce Investment Fund; and

WHEREAS, the City of Charlottesville has received a third renewal of grant funds from the Virginia Department of Social Services in the amount of \$173,679.76; and

WHEREAS, the funds will be used to support workforce and business development training programs, supportive services, and staffing provided by the Office of Economic Development; and

WHEREAS, the grant award covers the period from July 1, 2021 and June 30, 2022;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$257,479.76 is hereby appropriated in the following manner:

Revenue – \$57,500

\$50,000	Fund: 209	IO: 1900426	G/L: 430120 State/Fed pass thru
\$7,500	Fund: 209	IO: 1900426	G/L: 498010

Expenditures – \$57,500

\$57,500	Fund: 209	IO: 1900426	G/L: 599999 Lump Sum
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Transfer – \$7,500

\$7,500	Fund: 425	WBS P-00385	G/L: 561209 Transfer to State Grants Fund
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Revenue – \$38,870

\$33,800	Fund: 209	Cost Center: 1621003000	G/L: 430120 State/Fed pass thru
\$5,070	Fund: 209	Cost Center: 1621003000	G/L: 498010

Expenditures – \$38,870

\$38,870	Fund: 209	Cost Center: 1621003000	G/L: 599999 Lump Sum
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Transfer – \$5,070

\$5,070	Fund: 425	WBS: P-00385	G/L: 561209 Transfer to State Grants
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Revenue – \$173,679.76

\$173,679.76 Fund: 209 IO: 1900425 G/L: 430120 State/Fed pass thru

Expenditures - \$173,679.76

\$173,679.76 Fund: 209 IO: 1900425 G/L: 599999 Lump Sum

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$257,479.76 from the Virginia Department of Social Services.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES**

SUB-AWARD AGREEMENT RENEWAL with MODIFICATION

Date: April 12, 2021
Sub-Award Agreement No. BEN-17-056-01
Renewal No: 4
Modification No.: 2

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

On Behalf Of
VDSS Division: Benefit Programs

Subgrantee/Subrecipient: City of Charlottesville Office of Economic Development

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 A, Amendments, 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 \$50,000.00 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 VII – Reporting Requirements, letter D and E, is hereby added as follows:
 - 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

E. **Virginia Longitudinal (VLDS):** 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) Phone (if available)
- k) Service provided (i.e. Parenting education, Non-court referred mediation, or Supervised parenting time)
- l) Date of service
- m) Location of service
- n) Case Number – if applicable

4. **Reference RFA – Section IX - General Conditions, Letters C and O,** 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.

O. 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.

5. Reference RFA – Section IX - General Conditions, Letter Z: is hereby added as follows:


Z. 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.

Except as provided herein, as heretofore changed, the Scope of Services and all terms and conditions of the Agreement BEN-17-056-01 shall remain unchanged and in full force and effect.

CITY OF CHARLOTTESVILLE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

BY: 
(Signature)

BY: _____
(Procurement Official Signature)

NAME: **CHRISTOPHER V. CULLINAN**
Director of Finance
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: 4-15-2021

DATE: _____

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES**

SUB-AWARD AGREEMENT RENEWAL with MODIFICATION

Date: May 11, 2021
Sub-Award Agreement No. BEN-19-024-02
Renewal No: 2
Modification No.: 2

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

On Behalf Of
VDSS Division: Benefit Programs

Subgrantee/Subrecipient: City of Charlottesville, Office of Economic Development

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 \$33,800.00 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. is or moral convictions or polices. 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 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-19-024-02 shall remain unchanged and in full force and effect.

CITY OF CHARLOTTESVILLE
OFFICE OF ECONOMIC DEVELOPMENT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

BY: 
(Signature)

BY: _____
(Procurement Official Signature)

NAME: CHRISTOPHER V. CULLINAN
(Director of Finance)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: 5.13.2021

DATE: _____

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES**

SUB-AWARD AGREEMENT RENEWAL with MODIFICATION

Date: May 24, 2021
Sub-Award Agreement No.: BEN-19-113-03
Renewal No.: 2
Modification No.: 2

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

On Behalf Of
VDSS Division: Benefit Programs

Subgrantee/Subrecipient: City of Charlottesville, Office of Economic Development

Project: Employment Advancement 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 A, 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 \$173,679.76 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, 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, Letters C and D, is hereby added as follows after TANF Purpose as a separate paragraph under this section:

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, S, and EE, 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.

S. **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.

EE. **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 contractor or sub-recipient.
- 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.

7. **Reference RFA – Section IX – General Conditions, Letters HH, and II**, is hereby added as follows:

HH. **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 under “I Sell To Virginia”.

II. **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-19-113-03 shall remain unchanged and in full force and effect.

CITY OF CHARLOTTESVILLE, OFFICE
OF ECONOMIC DEVELOPMENT

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

BY: 
(Signature)

BY: _____
(Procurement Official Signature)

NAME: CHRISTOPHER V. CULLINAN
Director of Finance
(Print)

NAME: _____
(Print)

TITLE: _____

TITLE: _____

DATE: 6-10-2021

DATE: _____