



# Mike Rowe Works Work Ethic Curriculum: Letter of Interest Instructions

Activity	Date
Letter of Interest Instructions Issued	Friday, June 23, 2023
Informational Webinar	Wednesday, July 12, 2023, 9:00 to 10:30 a.m.
Letters of Interest Due	Wednesday, August 16, 2023, 11:59 p.m.
Award Announcement (estimated)	Monday, September 25, 2023
Start Date (estimated)	Monday, October 2, 2023



VIRGINIA  
**TALENT +  
OPPORTUNITY  
PARTNERSHIP**

CREATING PATHWAYS TO PROFESSIONS

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## Fast Facts

**Overview:** In 2018, the Virginia General Assembly appropriated funding to the State Council of Higher Education for Virginia (SCHEV) to stimulate public colleges and universities to develop partnerships to provide innovative paid internship opportunities for their students. In 2019, the effort was expanded and enacted into law as the Innovative Internship Fund and Program. In 2020, through a partnership with the Virginia Chamber Foundation, the program was rebranded as the [Virginia Talent + Opportunity Partnership \(V-TOP\)](#).

The primary focus is a statewide initiative to facilitate the readiness of students, employers and institutions of higher education to participate in internship and other work-based learning opportunities. **The focus of this grant competition is to support the readiness of students through implementation of the [Mike Rowe Works – Work Ethic Curriculum](#) in each of the nine V-TOP regions of the Commonwealth.**

Interested community colleges and higher education centers should submit a three-page (max) letter of interest with a cover sheet conforming to the instructions. SCHEV intends to award one-year grants, with an annual renewal option based on performance, to nine community colleges or higher education centers, one in each of the [nine V-TOP regions](#).

Grantees are expected to:

1. Name an instructor(s) who will participate in **16 hours of in-person training** in Virginia led by personnel from Wichita State University Tech Campus in fall 2023
2. Commit to offering the curriculum's **12 one-hour workshops to cohorts of students** in their selected V-TOP region multiple times per year starting no later than spring 2024
3. Receive support from Wichita State University Tech
4. Comply with standard grant administration requirements, such as tracking expenses and submitting progress reports as described in the instructions

Please see full instructions for details.

**Letters of Interest Due:** Wednesday, August 16, 2023

**Estimated Start Date:** Tuesday, October 2, 2023

**Length of Award:** 12 months with option to renew annually

**Number of Grants:** Nine

**Award Amount:** up to \$90,000 per year

## Background

In 2018, the Virginia General Assembly appropriated funding to the State Council of Higher Education for Virginia (SCHEV) to stimulate public colleges and universities to develop partnerships to provide innovative paid internship opportunities for their students. In 2019, the effort was expanded and enacted into law as the Innovative Internship Fund and Program ([Va. Code § 23.1-903.4](#)).

In 2020, through a partnership with the Virginia Chamber Foundation, the program was rebranded as the Virginia Talent + Opportunity Partnership (V-TOP). The Chamber Foundation also launched a new [website](#) and produced the Virginia Employer Readiness Toolkit: A Blueprint to Develop Quality Internship Opportunities for Virginia’s Talent Pipeline, available on the Employer tab of the V-TOP website.

The primary focus is a statewide initiative to facilitate the readiness of students, employers and institutions of higher education to participate in internship and other work-based learning opportunities. V-TOP has developed and launched a series of readiness-related resources and activities to support this focus.

For employers, V-TOP has launched the Employer Readiness Toolkit and an online course entitled, “Developing an Internship Program.” Eligible employers can also access the services of a staffing agency to recruit and hire interns and receive matching funds for intern wages, as well as matching funds for housing and transportation stipends that they offer to students.

For institutions, V-TOP offers scholarships for professional development and is currently developing a series of online modules to ensure that faculty and staff are ready to support students on their career discovery journeys.

For students, V-TOP has launched two online courses, “Developing Career Readiness Skills” and “Internship Toolkit” to assist students to find an internship, get hired and make the most of their experience.

A new student readiness resource, the Mike Rowe Works Foundation’s Work Ethic Certification, will be launched statewide through this Letter of Interest process.

## **Mike Rowe Works S.W.E.A.T. Pledge & Work Ethic Curriculum**

As an apprentice on the TV series *Dirty Jobs*, Mike Rowe traveled to every state and worked with plumbers, electricians, steamfitters, pipefitters, brick layers, farmers, fishers and many other skilled workers. In 2008, he created the mikeroweWORKS Foundation to launch a national advocacy campaign for skilled labor. He wanted to find a way to articulate the qualities he values most. He ended up writing the S.W.E.A.T. Pledge, which stands for “Skills and Work Ethic Aren’t Taboo.” It’s a collection of his beliefs that outlines the importance of work ethic, personal responsibility, delayed gratification and a positive attitude. He believes every worker can benefit from embracing the pledge.

His foundation believes hard work, determination and respect for others are always in demand, and these principles can form the basis of a new kind of curriculum that helps bolster the American workforce. The [MRW Work Ethic Certification](#) is a post-secondary curriculum that focuses on the 12 statements of the S.W.E.A.T. Pledge. Through this program, the curriculum breaks down the origin of each statement in 12 lessons and examines why every student and worker can benefit, regardless of their job or skillset.

The mikeroweWORKS Foundation partnered with Wichita State University Tech to develop the curriculum and roll it out across the country at community colleges. Two community colleges in Virginia participated in the initial pilot: Patrick & Henry and Wytheville.

## **Support Provided by Wichita State University Tech Campus**

A team of faculty and staff at WSU Tech provide training for instructors, program management guidance and success coaching to community colleges that are implementing the Work Ethic Certification Program.

One WSU Tech team member will come to Virginia in the fall of 2023 to train the instructors selected by the nine community college grantees. The in-person training will take 16 hours over multiple days.

## **Description of Funding Opportunity**

### **Eligible Applicants**

Eligible applicants are the 23 Virginia Community Colleges and the five higher education centers.

### **Limited Submission**

Each community college and higher education center may submit one Letter of Interest.

### **Award Amount and Type**

SCHEV expects to make nine grant awards, one in each V-TOP region.

Award amount: up to \$90,000 per year, based on the expected level of effort of the instructor(s) and the calculation of the other costs to offer this curriculum to the number of proposed cohorts.

No matching funds are required. However, grantees are expected to track and report expenditures that support the project and are funded by other means.

Funds will be awarded in the form of a grant, with a Memorandum of Understanding between the State Council of Higher Education for Virginia and the grantee (see Appendix for terms and conditions).

### **Period of Performance**

Grant periods are 12 months with an option to renew annually based on performance.

## **Letter of Interest Instructions and Submission Information**

### **Letter Length, Type Face and Size, Spacing**

Letters of Interest are limited to three pages, not including the cover sheet.

- Letters may be single spaced.
- Font must be either Times New Roman 12 pt. or Arial 11 pt.
- Font for figures, tables, formulas and diagrams can be reduced no smaller than Times New Roman 10 pt. or Arial 9 pt.
- Margins, in all directions, must be at least an inch; margins for illustrations, graphics, diagrams, tables or figures that take up a full page may be reduced no smaller than half an inch.
- Inclusion of other information in headers or footers is at the discretion of the applicant.

## Contents of Letter of Interest

### Cover Sheet

The cover sheet should include the following information:

- Name of the community college or higher education center
- [V-TOP region](#) the applicant is proposing to serve
- Name and contact information for the project director
- Name of department in which the program will be housed (i.e., workforce, internship office, career services, etc.)
- Name and title of proposed instructor
- Name and title of proposed back-up instructor, if any.
- Printed name, title and signature of authorized signer

### Narrative

Narratives are limited to three pages and should include the following:

- Introduction: Provide any background information you would like SCHEV to know, i.e., about your institution, about similar programs that could be leveraged, etc.
- Commitment: State your institution's commitment to the following:
  - The concept of the Mike Rowe Works S.W.E.A.T. Pledge and associated Work Ethic Curriculum
  - That the program will serve the entire V-TOP region, not just your institution's service area, and that the project director will collaborate and coordinate with the V-TOP regional lead personnel
  - Instructor availability to attend 16 hours of training in person over multiple days in Virginia in fall 2023
  - The estimated number of cohorts you commit to scheduling between January and December 2024; cohorts can be scheduled simultaneously or using rolling start dates; consider how you will serve the entire geographic region as well as perhaps serving participants of existing related programs and organizations (Network2Work, Virginia Career Works, correctional facilities, etc.)
- Instructor(s): Please name at least one instructor and provide a brief description of their background, experience and qualifications, keeping in mind the instructor qualifications valued by the Mike Rowe Works Foundation; include the percentage of effort you estimate the instructor(s) will devote to the program.
- Regional Approach: Please describe how you plan to serve the entire region; include any partnerships you plan to form, such as with other community colleges or organizations to access training facilities outside your college's

service region and to assist with outreach and recruitment of participants from other institutions and programs, etc.

- Conclusion: Please describe in one or two sentences why your institution is in the best position to serve your V-TOP region.

## **Submission of Letters of Interest**

Please submit letters of interest via email to Emily Salmon, Senior Associate for Strategic Planning and Policy Studies, at [emilysalmon@schev.edu](mailto:emilysalmon@schev.edu). Letters must be received by 11:59 p.m. on the due date (August 16, 2023).

## **Letter of Interest Processing and Award**

### **Letter of Interest Processing**

Upon receipt via email of a letter of interest, SCHEV staff will respond by return email within two business days to confirm receipt.

SCHEV staff will conduct an administrative review to ensure that letters are complete and conform to the instructions. Some applicants may receive follow-up questions from SCHEV staff. If issues of compliance are found, SCHEV staff will work with the applicant to resolve the issue(s), if possible.

SCHEV staff will review letters of interest to determine if more than one institution expressed interest in serving the same V-TOP region. If so, staff may reach out to several applicants in an attempt to re-align applicants with available regions.

### **Award**

SCHEV leadership and staff will discuss the applicants, the regions they propose to serve, the qualifications of the proposed instructors and the other contents of the letters of interest to make the final decision regarding awards. SCHEV staff may negotiate further with applicants prior to making awards.

Once a community college or higher education center is identified for each region, SCHEV will negotiate a grant amount based on the percentage of instructor effort the institution proposed, the number of cohorts proposed, the cost of supplies, travel to the in-person training, etc.

Funds will be awarded in the form of a grant, with a Memorandum of Understanding (MOU) between the State Council of Higher Education for Virginia and the institution



(see Appendix). Upon execution of the MOU, SCHEV will notify the Virginia Department of Planning and Budget to release the approved funds to the grantee for the first year.

## **Reporting Requirements**

### Financial Report

Financial reports are required annually and are due 30 days before the end of the grant period.

SCHEV will accept reports generated from an institution's accounting system reporting function.

The reports must include information regarding the total amount awarded, the amount forwarded to the institution at the beginning of the grant period and each year thereafter, the amount actually spent, the estimated amount to be spent in the final 30 days of the grant period and the estimated amount that will remain for each budget category.

### Narrative Progress Reports

Narrative progress reports are required annually and are due 30 days before the end of the grant period.

Renewal of the grant and the amount of the next year's funding are dependent upon the performance of the grantee during the prior year, such as the actual time and effort committed by the instructor, the number of cohorts completing the curriculum, the number of students enrolled, etc.

## **Award Administration**

SCHEV staff would like to build a relationship with grantees and foster a collaborative approach to addressing issues and removing any roadblocks that arise. For details regarding post-award revisions that require prior approval, along with other conditions of award, please see Appendix: Terms and Conditions of Award, specifically Attachment 1. Special Terms and Conditions.

## Appendix: Assurances and Certifications – Terms and Conditions of Award

### Assurances and Certifications

The Authorized Organizational Representative (AOR) signing the letter is assuring and certifying the following:

**Certification Regarding State Funds:** The AOR is certifying that the applicant understands that SCHEV is awarding state funds. The grantee will comply with all rules and regulations regarding state funds, including but not limited to the Commonwealth Accounting Policies and Procedures Manual, the Virginia Public Procurement Act (when applicable) and the Library of Virginia's Virginia Public Records Management Manual.

### Terms and Conditions

Grantor and grantee agree that this MOU will be performed in accordance with the following:

5. The scope of work is as specified in the grantee's letter of interest submitted (date; to be filled in only if grant awarded) ; the budget is as negotiated during the award process; both are incorporated herein by reference. In its performance of the statement of work and budget, grantee shall be an independent entity and not an employee or agent of grantor.
6. Matters concerning the performance of this award should be directed to the appropriate party's contact, as shown in Attachments 3A & 3B. [To be completed at time of award]
7. Matters concerning the request or negotiation of any changes in the terms, conditions or amounts cited in this award agreement, and any changes requiring prior approval, should be directed to the appropriate party's Contact, as shown in Attachments 3A & 3B. Any such changes made to this MOU require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
8. Incorporated into this MOU by reference are the instructions for submitting a letter of interest, the grantee's letter of interest, the budget negotiated during the award process, the assurances and certifications above, the special terms and conditions in Attachment 1 and the general terms and conditions in Attachment 2.

Signature lines will be added at time of award.

## **Attachment 1: Special Terms and Conditions**

### **Applicability**

The terms and conditions in the MOU and all attachments apply directly to the grantee and also apply to collaborating entities, subrecipients and contractors. The grantee is accountable for the performance of the project, program or activity; the appropriate expenditure of funds under the award by all parties; and all other obligations of the grantee, as cited in the MOU and all attachments.

### **Changes**

The changes listed below require the prior approval of the grantor. Requests should be directed to the grantor's Contact, as shown in Attachments 3A & 3B.

- Changes to the scope of the project
- Changes to the project director, primary instructor, or secondary instructor (if any) named in the approved letter of interest
- Plans for continued progress during extended absence of lead personnel
- Changes to the budget resulting in a deviation of 20% or more in any budget category; the request must include the current allocation of resources along with specific detail and justification for the reallocation

No-cost extensions require the approval of the grantor. Requests for a no-cost extension should be addressed to and received by the Contact, as shown in Attachments 3A & 3B, not less than sixty (60) days prior to the desired effective date of the requested change.

### **Disbursement of Funds, Accounting and Audit**

Grantor will authorize the State Comptroller and the Virginia Department of Planning and Budget to release the awarded funds to the grantee.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the grantee.

Award monies not expended by the end of the period of performance must be returned.

The grantee will oversee the expenditure of all grant funds by all parties and ensure that all funds are expended in strict compliance with state rules, regulations and guidelines; the terms and conditions of this MOU; professional accounting standards; and all applicable state laws and requirements.

The grantee will maintain systematic accounting records of all expenditures relating to this award, including the supporting source documentation. Records will be retained by the grantee in accordance with Library of Virginia Record Retention Policy.

Records will be available for inspection and/or audit by SCHEV, the Virginia Auditor of Public Accounts or other appropriate entity.

### **Reporting**

Report type and due dates are required as detailed in the instructions.

### **Termination of Award**

SCHEV may terminate this award in the event of non-compliance with the terms and conditions of this MOU, significant lack of progress, or other extenuating conditions. In the case of termination, the grantee will return any unexpended and unobligated funds.

## **Attachment 2: General Terms and Conditions**

- A. **VIRGINIA PUBLIC PROCUREMENT ACT (VPPA):** NA
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the grantee 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). The grantee shall comply with all applicable federal, state, and local laws, rules, and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, 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 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 grantee agrees as follows:
  - a. The grantee 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 necessary to the normal operation of the grantee. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The grantee, in all solicitations or advertisements for employees placed by or on behalf of the grantee, will state that such grantee 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 these requirements.
2. The grantee 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 offeror.

**D. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering a written contract with the Commonwealth of Virginia, the grantee certifies that the grantee 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.

- F. **DEBARMENT STATUS:** By submitting their proposals, applicants certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by the scope of work/proposal, nor are they an agent of any person or entity that is currently so debarred. (Not applicable to state agencies)
- G. **ANTITRUST:** By entering a contract, the grantee 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 goods or services purchased or acquired by the Commonwealth of Virginia under said contract. (Not applicable to state agencies)
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** NA
- I. **CLARIFICATION OF TERMS:** NA
- J. **PAYMENT:** See “Disbursement of Funds, Accounting and Audit” in Attachment 1: Special Terms and Conditions.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTRAL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS (NA), CLARIFICATION OF TERMS (NA), PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** NA
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assigned by the grantee in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** See Attachment 1: Special Terms and Conditions.

- P. **DEFAULT:** See Attachment 1: Special Terms and Conditions.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **INSURANCE:** NA
- S. **ANNOUNCEMENT OF AWARD:** NA
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the grantee agrees to (i) provide a drug free workplace for the grantee'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 grantee'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 grantee that the grantee 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 subcontractor. 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 grantee, the employees of whom are prohibited from engaging in the unlawful PIM 98-031 manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- U. **NONDISCRIMINATION OF GRANTEEES:** An applicant or grantee shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant 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.

**V. eVA VENDOR REGISTRATION: NA**

**W. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

**X. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**  
NA

**Y. SET-ASIDES AWARD PRIORITY: NA**

**Z. CIVILITY IN STATE WORKPLACES:** The grantee shall take all reasonable steps to ensure that no individual, while performing work on behalf of the grantee 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 grantee 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 grantee’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the grantee 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 grantee. 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.

### **Additional Terms and Conditions**

1. **AUDIT:** NA (See “Disbursement of Funds, Accounting and Audit” in Attachment 1: Special Terms and Conditions.)
2. Award: NA
3. Cancellation of Contract: NA
4. eVA Orders and Contracts: NA
5. RENEWAL OF CONTRACT: NA
6. Optional Prebid/Preproposal Conference: NA
7. **PRIME GRANTEE RESPONSIBILITIES:** The grantee shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime grantee. The grantee agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8. References: NA

9. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the grantee desires to subcontract some part of the work specified herein, the grantee shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The grantee shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

10. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

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

11. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: NA

12. **E-VERIFY PROGRAM: EFFECTIVE 12/1/13.** Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the

Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

**13. BEST AND FINAL OFFER (BAFO): NA**

**14. INDEMINIFICATION:** Grantee agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the grantee/any services of any kind or nature furnished by the grantee, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the grantee on the materials, goods or equipment delivered. (Not applicable to state agencies)