



**Higher Education Mental Health  
Workforce Pilot  
Request for Proposals**



June 4, 2024

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## **FAST FACTS**

### **Overview**

Virginia college students represent a particularly vulnerable population, with unique mental health challenges that have been exacerbated by the pandemic. Higher education institutions in the Commonwealth have worked tirelessly to provide mental health services to students and face uphill battles on both the quantitative and qualitative fronts to attract and retain a mental health care workforce on campus.

In 2022, the Virginia General Assembly responded to this specific workforce need and appropriated funds to support a mental health workforce pilot at institutions of higher education. The pilot has been continued at current funding levels for FY 2025 and FY 2026. The State Council of Higher Education for Virginia (SCHEV), in consultation with the Virginia Health Care Foundation (VHCF), is charged with administering this pilot program.

Please see full instructions for details.

### **Important Dates**

**June 4: Request for Proposals issued.**

**June 6: Pre-proposal virtual workshop.**

**July 5 : Deadline for proposal submission to SCHEV.**

**August 5: Grant awards announced.**

### **Questions**

For questions about the request for proposals contact:

Emily Salmon, Associate Director for Strategic Planning and Policy Studies

State Council of Higher Education for Virginia

[emilysalmon@schev.edu](mailto:emilysalmon@schev.edu)

Cell: 804-396-0875

## BACKGROUND AND PURPOSE

### Background

Youth and young adults in the Commonwealth have suffered acutely over the past three years. In particular, the pre-pandemic demand for mental healthcare, COVID isolation, social unrest, shift to remote learning and back to in-person, stigma of mental illness, provider burnout and shortages created a mental health care tsunami on Virginia’s college and university campuses.

Virginia college students represent a particularly vulnerable population with unique challenges that must be addressed. “College” often marks a transition toward independent living, self-awareness and self-advocacy. Coupled with this transition, in 2021, 40 percent of college students reported having a mental health disorder.<sup>i</sup> The Centers for Disease Control similarly reported the largest increases in mental health problems for those ages 18 to 29.<sup>ii</sup>

Despite growing student need, seventy percent (70%) of Virginia is a federally designated Mental Health Professional Shortage Area (MHPSA), with nearly 40% of Virginians living in these communities. To meet the needs of their students, Virginia’s higher education institutions seek to provide mental health services to students. On both the qualitative and quantitative fronts, institutions face an uphill battle to attract and retain a mental health care workforce on campus. Their student health and counseling centers must compete with private sector compensation and address staff burnout, secondary trauma and compassion fatigue.

With a growing need for services, a lack of qualified mental health workers compounds the challenge to grow capacity both on campuses and across the Commonwealth. The Bureau of Labor Market Statistics data project 11 percent employment growth for clinical social workers and 18 percent growth for licensed professional counselors from 2022 to 2032.

One challenge area to becoming a licensed social worker (LCSW) or licensed professional counselor (LPC) is the completion of supervised clinical hours. For LCSW candidates, this requirement includes 3,000 hours of post-master’s degree experience, including 100 hours of individual face-to-face supervision and 1,380 clinical hours. For

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<sup>i</sup> [Healthy Minds Study, Winter 2021](#).

<sup>ii</sup> [Centers for Disease Control, Spring 2021](#).

LPC candidates, this includes 3,400 hours of supervised clinical work experience, 200 hours of supervision and at least 2,000 hours of direct client contact.

In 2022, the Virginia General Assembly responded to this specific workforce need and appropriated funds to support a mental health workforce pilot at institutions of higher education. The pilot has been continued at current funding levels for FY 2025 and FY 2026. The State Council of Higher Education for Virginia (SCHEV), in consultation with the Virginia Health Care Foundation (VHCF), is charged with administering this pilot program.

### **Purpose**

The mental health workforce pilot serves a dual purpose for higher education institutions. The pilot seeks to: 1) expand mental health services to students on campus at higher education institutions; and simultaneously 2) increase the mental health workforce pipeline by offering supervised clinical hours for the LCSW and LPC candidates who delivered those services to become licensed clinical social workers (LCSW) or licensed professional counselors (LPC). The mental health pilot's two-pronged purpose addresses immediate student demand for services and long-term campus behavioral health workforce development.

The pilot supports the salaries and benefits for graduates of Master of Social Work (MSW) and Master of Counseling (MoC) programs seeking licensure. SCHEV and VHCF envision awarding two-year/two-and-a-half-year grants of up to \$100,000 per year to between four and six institutions to support the salaries and benefits for graduates pursuing licensure, who will provide therapy under supervision at student health or counseling centers on campus. The program's total funding is \$1,000,000 – i.e., \$500,000 in FY2025 and \$500,000 in FY2026.

Grant awards will underwrite the salaries and benefits of the onsite MSW/MoC supervisees. In exchange, each hosting institution will agree to hire, train and supervise the LCSW/LPC candidates until licensed. The estimated cost to support a supervisee is approximately \$70,000 to \$100,000, including benefits.

The awarded institutions will directly receive the grant funds to pay the salaries and benefits of graduates of MSW and MoC programs seeking licensure while working at on-campus mental health care facilities.

### **Limited Submission**

Each Virginia public institution of higher education may submit one proposal.

Institutions that participated in the first pilot program are eligible to apply for the FY 2025-2026 pilot funding.

### **Award Type and Amount**

Funds will be awarded in the form of a grant, with a Memorandum of Understanding between SCHEV and the institution (see Appendix).

Award maximum: \$100,000.

Award minimum: none.

Matching funds: none required.

The General Assembly has appropriated \$500,000 per year for two years, beginning July 1, 2024.

### **Period of Performance**

Grant period: 24 to 30 months.

The grant period will begin around August 2024.

### **Important Dates**

**June 4: Request for Proposals issued.**

**June 6: Pre-proposal virtual workshop**

**July 5 : Deadline for proposal submission to SCHEV**

**August 5: Grant awards announced.**

## **ELIGIBILITY, PROPOSAL AND SUBMISSION REQUIREMENTS**

### **Eligibility**

To have its proposal reviewed, an institution of higher education must meet all eligibility requirements specified below.

1. Operate in Virginia as a public institution of higher education. Note: Community service boards (CSBs) and external vendors/service providers serving an institution of higher education are ineligible.
2. Currently provide on-campus, in person mental health care services to students.
3. Provide counseling or social work services on campus with a licensed counselor (LPC) or licensed clinical social worker (LCSW) on payroll who is approved by the Virginia Department of Health Professions to serve as a supervisor.
4. Submit no more than one mental health pilot proposal for all its campuses/locations.

### **Required Content of Proposals**

To be eligible for review, a proposal must contain/address all the below:

1. Project Description: Document the need for a pilot/candidate. (25 total points)
  - a. Identify and quantify the need at the institution and on-campus health/counseling center. Responses should address the nature of issues and conditions with which students present, types of treatment provided on-campus, volume of need and existing staff capacity to meet the need. (20 points)
  - b. Detail the specific request and type of pre-licensure (MSW or MoC) and how it will help meet the needs identified in part a above. (5 points)
2. Work Plan: This should provide the details that align with contents of the subsequent Milestones and Timeline section. (40 total points)

Explain how the pre-licensure will be:

- a. Recruited: If this is a new resident-position, how and when will HR be engaged in the position development? How will a competitive salary range be determined, and recruitment barriers addressed? How will you market to recent MSW/MoC graduates? (10 points)
  - b. Onboarded: What is your counseling/health center's approach to onboarding? Immersion from the beginning or ramping up over time? Explain your approach. (10 points)
  - c. Utilized during the academic year: How will the candidate be utilized during the academic year generally? Estimated clinical hours per week? How will you ensure clinical hours are prioritized for the candidate to obtain hours necessary for licensure by two to two and half years from the candidate's start date? (10 points)
  - d. Utilized during off-peak times: How will the candidate be utilized during off-peak times (winter break, spring break and summer) to ensure clinical hours are prioritized? Estimated clinical hours per week during off-peak times? Will any additional steps be needed to ensure supervision occurs during off peak times? If so, please explain. (10 points)
3. Timeline and Milestones: Via a chart or table, provide a general, estimated timeline with milestones. (5 points)
- a. Establish and include an expedited, but realistic timeframe for hiring.
  - b. Establish and include a realistic onboarding timeframe (from start date to first student/patient to full caseload for the resident).
  - c. Identify major milestones for candidate. How will the candidate's progress be assessed every six months with opportunities for course corrections as needed to ensure obtaining sufficient clinical and supervision hours?
4. Impact points: (10 points)
- a. For institutions with existing pilot sites:



1. What will you do the same/different to ensure maximum clinical hours so that the candidate can achieve hours needed for licensure at the end of two or two and a half years from their start date? How have lessons learned from your current pilot informed this proposal?
2. Why should your institution receive a subsequent pilot grant to underwrite another candidate? Quantify as much as possible.
  - b. For all institutions: Include, if/as applicable, other information at the discretion of the institution. For example, characteristics to consider such as institutions located in areas with a higher shortage of LCSWs/LPCs and/or for those serving a higher number of low-income students, including HBCUs.
5. Provide the resume of the person supervising the pre-licensure, their up-to-date authorization from Virginia Department of Health Professions to supervise, experience providing supervision.
6. Provide a detailed budget for each fiscal year of the grant period and cumulatively. If your proposal spans 2.5 years, the budget and narrative should reflect this. Budgets will be accepted in any format that includes the standard direct cost budget categories for salaries/wages, benefits and professional development (credentialing for supervision as needed; candidate study materials for licensure exam; and cost of licensure exam). Acceptable formats include those used by an institution's office of sponsored programs, a budget extracted from an institution's electronic grant administration portal, or an Excel spreadsheet created by the applicant. No indirect costs are allowed. Grant funds cannot be used for other costs than specified.
7. Provide a budget narrative: The amounts for each budget line item must be documented and justified in the budget narrative.

### **Submission Requirements**

Please submit the institution's application to SCHEV via email to Emily Salmon, Associate Director for Strategic Planning and Policy Studies, at [emilysalmon@schev.edu](mailto:emilysalmon@schev.edu). Please submit the proposal in a single pdf file; however, the detailed budget may be submitted in Excel.

## Priority Categories

Priority will be placed on proposals from institutions that are in areas with a higher shortage of LCSWs/LPCs and/or from institutions serving a higher number of low-income students, including HBCUs. A list of the mental health professional shortage areas (MHPSAs) is included below. Priority will also be given for those demonstrating a commitment to achieving clinical hours needed for licensure by two years from the start date of the candidate.

### Mental Health Professional Shortage Areas (MHPSA) in Virginia July 2022

Accomack	Gloucester	Portsmouth City
Albemarle	Goochland	Powhatan
Alleghany	Grayson	Prince Edward
Amelia	Greene	Prince George
Amherst	Greensville	Pulaski
Appomattox	Halifax	Radford City
Augusta	Hampton City	Rappahannock
Bath	Harrisonburg City	Richmond
Bedford	Henrico	Richmond City
Bland	Henry	Roanoke
Botetourt	Highland	Roanoke City
Bristol City	Hopewell City	Rockbridge
Brunswick	Isle of Wight	Rockingham
Buchanan	James City	Russell
Buckingham	King and Queen	Salem City
Buena Vista City	King George	Scott
Campbell	King William	Shenandoah
Caroline	Lancaster	Smyth
Carroll	Lee	Southampton
Charles City	Lexington City	Spotsylvania
Charlotte	Louisa	Stafford
Charlottesville City	Lunenburg	Staunton City
Chesterfield	Lynchburg City	Suffolk City
Clarke	Madison	Surry
Colonial Heights City	Martinsville City	Sussex
Covington City	Mathews	Tazewell
Craig	Mecklenburg	Warren
Culpeper	Middlesex	Washington
Cumberland	Montgomery	Waynesboro City

Danville City	Nelson	Westmoreland
Dickenson	New Kent	Williamsburg City
Dinwiddie	Newport News City	Winchester City
Emporia City	Norfolk City	Wise
Essex	Northampton	Wythe
Fauquier	Northumberland	York
Floyd	Norton City	
Fluvanna	Nottoway	
Franklin	Orange	
Franklin City	Page	
Frederick	Patrick	
Fredericksburg City	Petersburg City	
Galax City	Pittsylvania	
Giles	Poquoson City	

## GRANTEE COMMITMENTS

By and upon accepting grant awards from this pilot program, grant recipients commit to:

1. Comply with Virginia DHP regulatory and license requirements.
2. Provide necessary and timely supervision on-site to at least one supervisee/candidate seeking licensure for the two- to two-and-a-half-year duration of their required supervision hours.
3. Use the entirety of grant funds awarded to the institution to support the salary and benefits for graduates of Master of Social Work and/or Master of Counseling programs seeking licensure. In addition to wages and benefits, grant funding can be used to pay for existing LCSW or LPC staff to obtain necessary supervisor credentialing (15-hour course/\$500 fee); licensure study/preparation materials; and licensure exam fees for the candidate. Grant funding cannot support overhead costs.
4. Utilize the pre-licensure to provide applicable care/services to students seeking health care/counseling on-campus.
5. Attend an orientation for the awarded institutions. Supervisors and pre-licensurees from each selected institution will participate in the session lead by SCHEV and collaborators.
6. Participate in semi-annual opportunities provided by SCHEV and VHCF to connect the pre-licensurees throughout the initiative for support, camaraderie and feedback.
7. Produce and submit semi-annual (6-month) and annual (12-month) progress reports to SCHEV to monitor activities, outcomes, evaluate the effectiveness of the program and identify opportunities for greater partnerships to scale and implement statewide. An outline of reporting requirements is included in the following section of this document.

## **APPLICATION PROCESSING, REVIEW CRITERIA AND AWARD**

### **Application Processing**

Upon receipt via email of an application package, SCHEV staff will respond by return email within two business days to confirm receipt.

Review of applications is a two-step process. First, SCHEV staff will conduct an administrative review to ensure that proposal packets are complete and conform to administrative requirements in this Call for Proposals. 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.

Conforming applications will move to the second stage where proposals will be evaluated and ranked by a team of professionals with relevant experience and knowledge.

### **Review Criteria**

The number of points available for each section of the application is listed in “Required Content of Proposals.” The maximum score is 80 points.

### **Award**

SCHEV leadership and staff will examine the review team’s assessment of the proposals and make the final decision regarding awards. SCHEV staff may negotiate with applicants prior to making award decisions. SCHEV could consider many factors in making awards, including but not limited to the consensus score awarded by the review team, reviewer comments, the overall quality of the proposal, the proposed use of grant funds, geographic distribution and distribution across institutional type.

Funds will be awarded in the form of a grant, with a Memorandum of Understanding (MOU) between the SCHEV 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 fiscal year.

## **DEFINING SUCCESS – REPORTING REQUIREMENTS**

At intervals of six and twelve months following the start date of the pre-licensure, the institution and on-campus health/counseling center will submit a report to SCHEV using the template/spreadsheet provided to the pilot institutions.

Data from the semi-annual and annual reports will be analyzed to identify needs for potential modifications to the pilot and factors to consider scaling across the state.

SCHEV will use the data in its annual report to the General Assembly (due June 1) to measure success of the pilot.

A successful pilot program should:

- 1) Improve the ability to meet the student demand for counseling/social work services;
- 2) Stabilize/reduce burn out/turnover of LPC or LCSW staff at the student health/counseling centers;
- 3) Increase the number of pre-licensed LCSWs and LPCs who become licensed in Virginia because of pilot participation; and
- 4) Create a pipeline of LCSWs and LPCs who choose to work at higher education health/counseling centers, once licensed.

Grantees' reports will include the following categories of information:

### **Pre-licensure/Candidate information**

1. Hire Date.
2. Start Date.
3. IHE where candidate obtained corresponding graduate degree.
4. Candidate's state of residence prior to hire.
5. Number of clinical hours.
6. Average clinical hours per week.
7. Number of supervised hours.

8. Individual or group supervision. Provide details and hours in each.
9. Number of students/patients served by the candidate. By the institution's counseling/health center.
10. Has experience piqued interest in pursuing work in higher education post-licensure? Yes/No/Unsure. Explain.
11. Expected timeframe for the candidate to complete hours needed for licensure?
12. Expected timeframe for the candidate to obtain licensure?
13. Steps the pilot host entity will take/has taken to ensure the candidate will fulfill necessary hours and obtain licensure.
14. Completion of supervision and hours for licensure.
15. Date Virginia licensure obtained.
16. Where did they end up practicing? At a higher education institution? If not, where? Public or private sector? Working in settings focused on youth vs. college students vs. adults? Elaborate.

**Supervisor**

17. Number of clinical hours spent with patients. Spent with pre-licensure. Number of hours supervising per month beyond what is required.
18. Number of hours spend with pre-licensure.
19. Individual or group supervision. Provide details and hours in each.
20. How has the additional hire (pre-licensure) helped to address or created demands on the supervisor and other staff? I.e. helped distribute workload? Increased workload?
21. How has the additional hire impacted well-being, office climate and workload at the on-campus center? Improved/Declined/No noticeable change.
22. Other input/insights on the pilot? What were the challenges? How were they overcome? Modifications to consider for continuation and to scale?

**Students seeking health center or counseling services** (where the pre-licensure works):

23. The nature of issues and conditions with which students present.

24. Types of treatment provided on-campus.
25. Volume of need.
26. Existing staff capacity to meet the need.
27. How has the additional hire (pre-licensure) helped to address the demand and supply?
28. Response of students to treatment offered. Will you use a survey or other tool to obtain their feedback?



## **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.

## **DEPARTMENT OF HEALTH PROFESSIONS (DHP) REGULATIONS**

Pre-licensees and their Supervisors must follow all DHP requirements and regulations to achieve and maintain licensure (including Supervision requirements) in the Commonwealth for the duration of their participation in the Higher Education Mental Health Workforce Pilot. Supervision approval is granted by the DHP. SCHEV does not possess the authority to grant Supervision approval for Supervisees/Residents or to approve Supervisors.

For more information about the DHP Supervision requirements and how to apply for Supervision as a Resident in Counseling go to:

<https://www.dhp.virginia.gov/counseling/>.

For more information about the DHP Supervision requirements and how to apply for Supervision as a Supervisee in Social Work go to: <https://www.dhp.virginia.gov/social/>.

## APPENDIX: ASSURANCES AND CERTIFICATIONS – TERMS AND CONDITIONS OF AWARD

### Assurances and Certifications

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

**Certification Regarding Collaborating Entity AOR Approval:** The applicant AOR is certifying that the AORs (or equivalent) of all collaborating entities have made the same assurances and certifications and that documentation of such exists.

**Certification Regarding State Funds:** The AOR is certifying that the organization understands that SCHEV is awarding state funds. The organization 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:

1. The statement of work and budget for this award are as specified in the grantee's proposal submitted  (date; to be filled in only if grant awarded)  and incorporated herein by reference. In its performance of the statement of work, grantee shall be an independent entity and not an employee or agent of grantor.
2. 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]
3. 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.

4. Incorporated into this MOU by reference are the Call for Proposals, the entirety of the grantee’s application packet including the assurances and certifications, 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 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.

Should the grantee recruit students to participate in the pilot and collect primary data from them, the grantee is accountable for maintaining high standards of ethical conduct and following Institutional Review Board's due procedures when appropriate.

### **Changes**

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

- Changes to the scope of the project.
- Changes to milestones and timelines that would jeopardize the completion of activities by the end date of the grant period.
- Changes to key personnel named in the approved proposal.
- 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 because 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 Call for Proposals.

### **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 including failure to achieve milestones on the timeline set forth in the proposal, 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. **VENDORS MANUAL**: NA
  
- B. **APPLICABLE LAWS AND COURTS**: This 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). ADR procedures are described in Chapter 9 of the Vendors Manual. The grantee shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By signing this contract, the grantee certifies to the State Council of Higher Education for Virginia 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). The grantee 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 1.E.).
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 reasonably 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 vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By signing this contract with the State Council of Higher Education for Virginia, the grantee certifies that their offer is made without collusion or fraud and that they have not offered or received any kickbacks or

inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their offer and that they have not conferred on any public employee having official responsibility for this 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 signing this contract with the State Council of Higher Education for Virginia, the grantee certifies that the grantee does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By signing this contract, grantee shall certify that they are not currently debarred by the Commonwealth of Virginia from contracts for the type of activities 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 into this contract, the grantee conveys, sells, assigns and transfers to the State Council of Higher Education for Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the State Council of Higher Education for Virginia under said contract. (Not applicable to state agencies)
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** NA
- I. **CLARIFICATION OF TERMS:** NA
- J. **PAYMENT:** See “Disbursement of Funds, Accounting and Audit” in Attachment 1: Special Terms and Conditions.
- I. **TESTING AND INSPECTION:** The State Council of Higher Education for Virginia reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications in the Scope of Work.
- J. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the grantee in whole or in part without the written consent of the State Council of Higher Education for Virginia.





- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL (NA), 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:** NA (duplicate of I. above)
- N. **ASSIGNMENT OF CONTRACT:** NA (duplicate of J. above)
- 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.
- R. **USE OF BRAND NAMES:** NA
- S. **TRANSPORTATION AND PACKAGING:** NA
- T. **INSURANCE:** NA
- U. **ANNOUNCEMENT OF AWARD:** NA
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the grantee and subcontractors agree to provide a drug-free workplace for the grantee's employees. Grantee will inform employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the grantee's workplace.
- W. **NONDISCRIMINATION OF GRANTEES:** Grantee shall not be discriminated against 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 grantee employs ex-offenders unless the State Council of Higher Education for Virginia 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.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS AND ORDERS:** NA

Y. **AVAILABILITY OF FUNDS:** The parties herein understand and agree 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.

Z. **SET-ASIDES:** NA

AA. **BID PRICE CURRENCY:** NA

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

**Additional Terms and Conditions**

A. **RENEWAL OF CONTRACT:** NA

B. **ADDITIONAL INFORMATION:** NA

C. **DELIVERY POINT:** N/A

D. **eVA Business-To-Government Contracts and Orders:** NA

E. **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.

F. **PROPOSAL ACCEPTANCE PERIOD:** NA

G. **WARRANTY:** NA

H. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. If 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.



