

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF SOCIAL SERVICES

SUBAWARD

ADMINISTRATIVE REQUIREMENTS, GENERAL CONDITIONS & PAYMENT TERMS*

*Extract from 2020-2021 AmeriCorps Formula Request for Applications

Section VIII. Subaward Administrative Requirements

A. **RENEWAL OF AGREEMENT**: This agreement may be renewed by the grantee upon written agreement of both parties for two years (two successive one year periods), under the terms of the current agreement, and at a reasonable time (approximately 90 days) prior to the expiration.

B. **MODIFICATION OF AGREEMENT**: The grantee or subrecipient may modify this Agreement at any time provided that such modifications make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such modifications shall not invalidate this Agreement, nor relieve the grantee or subrecipient from its obligations under this Agreement. The grantee may, in its discretion, amend this Agreement to conform with federal or state government guidelines, policies and available funding amounts, or for other reasons. If such modifications result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written modifications signed by both grantee and subrecipient.

C. **TERMINATION OF AGREEMENT**: This agreement may be terminated in whole or in part as follows (See §2 CFR 200.339):

1) Either party may terminate this Agreement at any time upon 30 days written notice to the other party. The subrecipient's written notification must set forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Partial termination of the Scope of Services can only be undertaken with the prior approval of the grantee. In the event of any termination for convenience, at the grantee's option, all finished or unfinished documents, data, studies, surveys, photographs, reports, or other materials prepared by the subrecipient under this Agreement shall, at the option of the grantee, become the property of the grantee, and the subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

2) The grantee may terminate this Agreement, in whole or in part at any time, if the subrecipient fails to comply with federal statutes, regulations, or terms and conditions of the Agreement. Upon receipt of a notice of termination the subrecipient shall stop all work and the grantee will cease all payments.

The termination decision may be considered by the grantee in evaluating future applications submitted by the subrecipient.

3) If the federal awarding agency terminates its agreement with the grantee, the grantee shall terminate the Agreement with the subrecipient.

D. **EQUIPMENT**: Equipment is defined as an article of equipment equal to or in excess of \$5,000 and having a useful life of more than one year. Equipment purchased under the terms of this agreement shall be limited to equipment indicated in the approved budget incorporated in the agreement. The subrecipient shall keep written documentation of any acquisitions purchased and up-date the documentation if additional property or equipment is acquired. The written documentation shall include, but not be limited to: date of acquisition, description of product, serial number, ID number, physical location, cost, and name and phone number of individual using or responsible for the equipment. Equipment purchased under this agreement shall be retained by the subrecipient during the period of performance of the agreement. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

If the grantee permits the subrecipient to purchase real property or equipment with grant funds, grantee retains a residual financial interest, enabling the grantee to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).

E. **RECORDS ACCESS**: The federal awarding agency, Inspectors General, the Comptroller General of the United States, the grantee, and its authorized representatives shall have the right of access to any documents, papers, or other records of the subrecipient which are pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. The right shall also include timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. (See § 200.336)

F. **RECORDS RETENTION**: The subrecipient shall retain all financial records, supporting documentation, statistical records, and all other records pertinent to this agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for real property and equipment acquired with federal funds under this agreement shall be retained for three years after final disposition. Indirect cost rate computations or proposals must be retained in accordance with §200.333(f) of the OMB uniform guidance. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. (See §200.333)

G. **SUBRECIPIENT MONITORING**: The grantee may monitor and evaluate the subrecipient's performance under the agreement through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the subrecipient's services or operations, audit reports, and other mechanisms deemed appropriate by the grantee. The subrecipient shall furnish the grantee on request information regarding payments claimed for services under this agreement. All accounting records must be supported by source documentation and

retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the grantee, its authorized agents, and/or federal personnel.

Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the subrecipient, the subrecipient shall reimburse the grantee upon demand.

Performance under this agreement shall be a primary consideration for extension of this agreement and may be a consideration in future grant awards and negotiations.

Section IX. Subaward General Conditions

A. **AUDIT**: The subrecipient shall retain all books, records, and other documents relative to this contract for three years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, federal and/or state auditors shall have full access to and the right to examine any of said materials during said period.

The subrecipient further agrees to comply with the audit and reporting requirements defined by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F – Audit Requirements, as applicable. A subrecipient who expends \$750,000 or more in combined federal funding during the subrecipient’s fiscal year is required to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse (FAC) within the earlier of thirty calendar days after receipt of the auditor’s report(s) by the subrecipient, or nine months after the end of the audit period. For specific questions and information concerning the submission process: Visit the Federal Audit Clearing House at [https://harvester.census.gov/facides/\(S\(ilywi5ipbj3rjov5zvulfnos\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(ilywi5ipbj3rjov5zvulfnos))/account/login.aspx) or call FAC at the toll-free number: (800) 253-0696

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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

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 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, 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. 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.
 - e. 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.e. above prior to the close date and time for receipt of applications. Such a request should be in writing and explain how subparagraph 1.e. violates the organization's written religious or moral convictions or policies. 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 in religious practice or (2) a charitable or educational organization affiliated with such an entity.

D. **ANTITRUST**: By entering into a contract, the subrecipient conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia,

relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

E. **ASSIGNMENT OF CONTRACT:** This contract shall not be assignable by the Subrecipient in whole or in part without written consent of the Commonwealth.

F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

G. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The subrecipient 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. Subrecipients 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. Subrecipients shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Subrecipients and their employees working on this project may be required to sign a confidentiality statement.

H. **DEBARMENT STATUS:** By submitting an application, the applicant certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of services covered by this Request for Applications. Applicant further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

I. **DRUG-FREE WORKPLACE:** During the performance of this contract, the subrecipient agrees to (i) provide a drug-free workplace for the subrecipient'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 subrecipient'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 subrecipient that the subrecipient 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 subrecipient, subcontractor or vendor. For awards of federal grant funds, failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subrecipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

J. **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.

K. **ETHICS IN PUBLIC CONTRACTING:** By submitting their applications, 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, subcontractor or subgrantee in connection with their application, 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.

L. **FEDERAL EXCLUDED PARTIES LIST:** This contract is being funded in whole or in part by funds granted to grantee by the US Government. Under Federal Executive Order 12549, all contractors receiving individual awards, using federal funds of \$25,000 or more, and all sub-recipients, certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By submitting an application, the applicant represents that neither the applicant nor any of its principal officers are on the Federal Excluded Parties List.

M. **HUMAN TRAFFICKING PROVISIONS:** By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>

N. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Subrecipient certifies that it 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.

O. **LOBBYING PROHIBITIONS:** Federal grant funds may not be used by any subrecipient (at any tier) to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93)

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, 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.

Q. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the subrecipient in the performance of its obligations under this contract shall be the exclusive property of the grantee and all such materials shall be remitted to the grantee upon completion, termination or cancellation of this contract. The subrecipient shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the subrecipient's obligations under this contract without the prior written consent of the grantee. Any materials produced under this contract must bear a statement that the project was supported by the grantee and identify the title of the funding source.

R. **PAYMENT:**

1. **To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the subrecipient of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the subrecipient's receipt of payment from the Commonwealth, a subrecipient awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the subrecipient's intention to withhold payment and the reason.

b. The subrecipient is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the subrecipient that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A subrecipient's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages subrecipients and subcontractors to accept electronic and credit card payments.

S. **POLITICAL ACTIVITY PROHIBITED:** The Subrecipient funded under this contract shall not use these program funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with any partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office.

T. **PRIME SUBRECIPIENT RESPONSIBILITIES:** If approval is granted by the grantee to subcontract any portion of this contract, the subrecipient shall be responsible for completely supervising

and directing the work under the 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 subrecipient. The subrecipient 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.

U. **RELIGIOUS ACTIVITY PROHIBITIONS:** Direct federal grants, sub-awards, or contracts shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, the subrecipient must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. (See 45 CFR Part 87)

V. **SAME-SEX MARRIAGE PROVISIONS:** In accordance with the decision in United States vs Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. “Same-Sex Spouses” means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. “Same-Sex Marriages” means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. “Marriage” does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

W. **SMOKE FREE ENVIRONMENT:** The applicant certifies to the Commonwealth that it will comply with the requirements of Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994”, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. Additionally, the applicant certifies that it will include the above language in any subawards that contain provisions for children’s services.

X. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror or applicant agency organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror or applicant agency that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to

include in its bid or proposal a statement describing why the offeror or applicant agency is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror or applicant agency was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

Y. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the grantee. In the event that the subrecipient desires to subcontract some part of the work specified herein, the subrecipient shall furnish the grantee the names, qualifications and experience of their proposed subcontractor(s). The subrecipient 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.

Z. **SUBRECIPIENT AS INDEPENDENT ENTITY**: During the performance of this agreement, the subrecipient shall be regarded as an independent entity and not as an agent or employee of the Commonwealth of Virginia or the grantee. The subrecipient shall be responsible for all its own insurance and federal, state, local and social security taxes.

AA. **SUPLANTATION OF FUNDS**: The applicant assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for AmeriCorps service activities.

Section X. Subaward Payment Terms

Compensation to the Subrecipient for delivered services shall be as follows:

For providing the services specified in the subaward agreement, the subrecipient will be reimbursed monthly. The Subrecipient shall submit expenditure statements within 10 days following the end of the month in which services were performed.

Disbursement of funds will follow a cost reimbursement procedure and will be for actual funds expended. Actual expenditures shall be itemized and invoiced pursuant to approved line item budget categories in eGrants. Subrecipients shall only be reimbursed for costs that have been incurred within the grant subaward period. Requests for reimbursement shall be submitted through the upload of monthly Periodic Expense Reports to the OnCorps reporting system. The subrecipient shall submit a Periodic Expense Report showing no "current month's expenditures" if that is the case in any invoice period.

The subrecipient should allow 30 days from the time expenditure statements are received by the VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date a corrected expenditure statement is received. Subrecipients must also submit the final request for reimbursement to VDSS within 10 days after the expiration of the performance period.

The subrecipient shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth of Virginia. VDSS will monitor expenditures.