

**VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF FAMILY HEALTH SERVICES
109 GOVERNOR STREET
RICHMOND, VIRGINIA 23223**

MEMORANDUM OF UNDERSTANDING (MOU)

MOU NUMBER: 702AH732672

I. PARTIES TO THE AGREEMENT: This Memorandum of Understanding is entered into by City of Harrisonburg, 2155 Beery Road, Harrisonburg, Virginia 22801, hereinafter called the “Contractor” and Commonwealth of Virginia through the Department of Health, Office of Family Health Services, Division of Prevention and Health Promotion, Dental Health Program, 109 Governor Street, 9th Floor, Richmond, Virginia 23219, hereinafter called the “Department.”

WHEREAS, Department desires to enter into an Agreement with the Contractor to provide grant funding for fluoridation in the community water supply and; procurement, operation and maintenance of fluoridation equipment.

WHEREAS, The Contractor desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Contractor hereby covenant and agree to the following terms.

II. PERIOD OF AGREEMENT: From execution date of VDH signature on the last page through June 30, 2018.

III. SCOPE OF SERVICES:

The City of Harrisonburg shall purchase, operate and maintain ownership of the fluoridation equipment and supplies to provide optimal fluoridation in the community water supply. Upon project completion, the Office of Drinking Water will perform a review with the local Office of Drinking Water Field Office to ensure completion of project. Paid invoices must be submitted by June 30, 2018, to the Dental Health Program for reimbursement for the following:

<u>Item</u>	<u>Cost</u>
HFSA Acid Metering Pumps & Control System	\$ 20,000
Hydrofluosilicic Acid Feed Tank	\$ 15,000
Miscellaneous Piping and Utility Rework	\$ 3,000
Fiberglass ChemPruf Axial Flow Fan	\$ 2,000
Total	\$ 40,000

When providing the services specified under this agreement, the Contractor shall not be deemed an “employee” or “agent” of the Virginia Department of Health. The Contractor shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements, which are customary in the industry. In addition, the Contractor certifies that they

are not and employee, nor do they currently employ employees of the Virginia Department of Health.

- IV. COMPENSATION:** The Department shall reimburse the Contractor for actual expenditures as a result of the purchase of specified items under the terms of this agreement based on the budget submitted by the Contractor and approved by the Department. Supporting documentation showing items purchased shall be sent with invoice(s). Compensation shall not exceed \$40,000.00 during the term of this agreement. Invoices showing the purchase and payment of the items listed below must be submitted to the Division of Prevention and Health Promotion, Dental Health Program no later than June 30, 2018, for reimbursement.

<u>Item</u>	<u>Cost</u>
HFSA Acid Metering Pumps & Control System	\$ 20,000
Hydrofluosilicic Acid Feed Tank	\$ 15,000
Miscellaneous Piping and Utility Rework	\$ 3,000
Fiberglass ChemPruf Axial Flow Fan	\$ 2,000
Total	\$ 40,000

Paid invoices shall cite the agreement number assigned and shall be sent to the following address:

Virginia Department of Health
 Division of Prevention and Health Promotion
 Dental Health Program
 Attention: Tonya Adiches
 Post Office Box 2448, 9th Floor
 Richmond, Virginia 23218

Invoices may not be paid if they surpass the required timeframe for submission due to limitations in availability of funds.

V. FEDERAL REQUIREMENTS FOR SUB-RECIPIENT CONTRACTS

<input type="checkbox"/>	Contractor is a Vendor	
<input checked="" type="checkbox"/>	Contractor is a Sub-Recipient	Information Below Does Apply

FEDERAL AWARD INFORMATION: Sub-Recipient of federal awards must be informed of the catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. This information will become part of the Contract.

Federal Award Identification Number: 6NB010T009150-01-01
 Federal Award Date: October 1, 2016 – September 30, 2018
 Total Amount of Federal Award: \$3,171,988.00
 Name of Federal Grantor: CDC
 CFDA Number & Name: 93.758 – PHHS Block Grant Water Fluoridation
 Research & Development: Yes No

FEDERAL AWARD RESTRICTIONS: There are general Federal cost principles that are applicable to all Federal Awards. These general principles are outlined in Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards (2 CFR Section 200.0 – 200.521). The local health districts are required to adhere to these

principles while managing federal grant awards (specifically Subpart E – Cost Principles). The Electronic Code of Federal Regulations can be found at www.eCRF.gov.

General Provisions Sections:	200.400-200.401
Basic Considerations Sections:	200.402-200.411
Direct and Indirect (F&A) Costs Sections:	200.412 – 200.415
Special Considerations for States, Local Governments and Indian Tribes Sections:	200.416-200.417
General Provisions for Selected Items of Cost Sections:	200.420-200.475 (with exception of 200.424 and 200.475 as these are more applicable to Higher education Institution and other nonprofit organizations.

VI. **TERMS AND CONDITIONS:**

APPROPRIATIONS: The Contractor acknowledges the understanding that this Agreement is subject to appropriations and constraints by the State or the Federal government budget.

SMOKEFREE ENVIRONMENT: Public Law 103-277, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation **and/or the imposition of an administration compliance order on the responsible entity.**

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Departments names, qualifications and experience of their proposed subcontractors and shall assure compliance with all requirements of the contract. Subcontracting with local health districts is not allowed.

INTEGRATION AND MODIFICATION: This Agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of this Agreement shall be effective unless in writing and signed by the duly authorized officials of both The Department and Contractor.

AUDIT:

The Contractor shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF AGREEMENT:

The department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60-day written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60-day written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CHANGES TO THE AGREEMENT:

The parties may agree in writing to modify the scope of the Memorandum of Understanding. An increase or decrease in the price to the Memorandum of Understanding resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Memorandum of Understanding.

DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor'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 contractor'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 contractor that the contractor 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 or vendor.

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 contractor, 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.

LIABILITY INSURANCE: The Virginia Department of Health acknowledges it understands that for services performed pursuant to this agreement, liability insurance is provided by Contractor.

CONTRACTOR RESPONSIBILITIES: If approval is granted by the Department to subcontract any portion of this agreement, the Contractor shall be responsible for completely supervising and directing the work of the subcontractors. The Contractor shall use his best skill and attention while utilizing the subcontractors and the Contractor is 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. Subcontractors who perform work under this agreement shall be responsible to the prime Contractor.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) 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).

VII. WHISTLEBLOWER PROTECTIONS:

Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subcontractor or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

VIII. STATUS OF PERSONNEL: Tonya Adiches, Dental Health Programs Manager, has been designated as the Department administrator for this Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed intending to be bound thereby. This Memorandum of Understanding becomes effective on the date of the last signature.

CITY OF HARRISONBURG:	VIRGINIA DEPARTMENT OF HEALTH OFFICE OF FAMILY HEALTH SERVICES:
By:	By:
Print or Type Name:	Print or Type Name: Vanessa Walker-Harris, MD
Title:	Title: Associate Commissioner and Office Director
Date:	Date:
FIN#	
DUNS#	

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1 or against a Contractor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.