

**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF SOCIAL SERVICES**  
801 East Main Street, Richmond, Virginia 23219

**MODIFICATION #4**  
**TO**  
**AGREEMENT #BEN-19-113-03**  
**BETWEEN THE**  
**VIRGINIA DEPARTMENT OF SOCIAL SERVICES**  
**AND**  
**CITY OF CHARLOTTESVILLE**  
**OFFICE OF ECONOMIC DEVELOPMENT**

This Modification is an Agreement between the Commonwealth of Virginia, Department of Social Services, hereinafter referred to as "VDSS," "DSS," or "Purchasing Agency" and City of Charlottesville, Office of Economic Development, hereinafter referred to as the "Subrecipient", relating to Agreement #BEN-19-113-03 as amended, herein after referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification is to document both parties' Agreement to: A. Renew the Agreement #BEN-19-113-03, B. Revise Compensation, and C. Add and/or Revise General Conditions, Reporting Requirements, and Attachments identified below.

All changes are effective on July 1, 2022, unless otherwise noted herein, and shall be included in any subsequent Modifications.

- A. Reference Section VIII. Administrative Requirements, Subsection A. Renewal of Agreement. The Commonwealth of Virginia, Department of Social Services wishes to renew the above referenced Agreement for a one (1) year period beginning on July 1, 2022 through June 30, 2023, with zero (0) optional renewal periods remaining.
- B. Reference Cover Page, Paragraph 5. Compensation and Method of Payment. Revise to read "The Subrecipient shall be paid by the VDSS a maximum reimbursement of \$100,000.00 upon submission of itemized invoices as specified in Section X. Payment Terms. This total dollar value may deescalate/escalate based on the Fiscal Year (FY) 23 Budget as approved by the Governor which will require a Modification to the Agreement.
- C. Reference Section XIII, Administrative Requirements, Subsection B. Modification of Agreement. All Modifications must be executed in writing and signed by a duly authorized representative of both organizations. Both parties hereby agree to:
  - 1. Reference Section VII. Reporting Requirements, Subsection D. Data Collection. Replace first sentence to read "Submit to VDSS Reports no later than November 15th (July, August, September); February 15th (October, November, December); May 15th (January, February, March); and August 15th (April, May, June).
  - 2. Reference Section IX, General Conditions, Subsection EE, Security and Transfer of Data. Revise to read as follows:

**EE. SECURITY AND TRANSFER OF DATA:** The following term and condition relates to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

1. All sensitive information shall be encrypted at rest and in transit as required by Commonwealth Security Standards.
  - a. Encryption At-Rest refers to the storage medium for all servers and workstations containing VDSS sensitive information.
  - b. Encryption In-Transit refers to all network transmissions across LAN, WAN, or other point-to-point / point-to-multipoint technology.
2. VDSS may require the use of its own internal File Sharing/Data Sharing solution which is pre-approved for handling sensitive Commonwealth data.
  - a. If the partnering entity requires a user ID and Password, the user ID and password must not be shared. Multiple user IDs can be provided. VDSS system administrators will take measures to ensure the password meets Commonwealth standards.
  - b. VDSS can provide access to its File Sharing/Data Sharing solution via SSH protocol. This method allows for the use of a user ID and SSH key pair. SSH key pairs must:
    - i. Be owned and created by the partnering entity.
    - ii. Be renewed no less than annually.
    - iii. Be based on RSA 2048
    - iv. Include a public key that is intended to be shared with VDSS.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

3. Reference Attachment D. Work Plan and Expected Outcomes. Replace in its entirety with the attached document reflecting the Action period reading July 1, 2022 to June 30, 2023.
4. Reference Attachment F. Budget Summary. Replace in its entirety with the attached document reflecting the Grant Period reading July 1, 2022 to June 30, 2023.

The foregoing is the complete and final expression of the parties' Agreement to modify Agreement BEN-19-113-03 and cannot be modified, except by a writing signed by the duly authorized representative of both parties. All other terms and conditions remain unchanged.

**PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**City of Charlottesville  
Office of Economic Development**

**Commonwealth of Virginia  
Department of Social Services**

By: *Chris Engel*  
Chris Engel (Jun 22, 2022 10:41 EDT)  
(Signature)  
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Date: Jun 22, 2022

By: *Adrienne D. Childress*  
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