

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FAIRFAX COUNTY  
AND  
THE SKILLSOURCE GROUP, INC.**

**1. PARTIES**

- 1.1 This Agreement is entered into by and among Fairfax County, federal grant recipient of the Local Workforce Development Area ("Fairfax County" or "the County"), The SkillSource Group, Inc., ("SkillSource" or "SSG" or "Contractor"), and the Virginia Career Works – Northern Region formerly referred to as Northern Virginia Workforce Development Board (NVWDB).
- 1.2 The Agreement applies to Workforce Innovation and Opportunity Act (WIOA) Title I funds that are allocated by the Virginia Community College System (hereinafter referred to as the "VCCS") to the County for use by the LWDA 11.
- 1.3 The WIOA Title I Grant Award Agreement between the Virginia Community College System and the Local Workforce Development Area Grant Recipient authorizes designation of a Fiscal Agent. The Consortium Agreement for the Period of July 1, 2018 – June 30, 2020 designates SkillSource as the fiscal agent. A Fiscal Agent must fulfill the obligations set forth at 20 C.F.R. § 420.
- 1.4 The WIOA Title I Grant Award Agreement further requires that designation of a fiscal agent must be accomplished through submission of the *Designation of Fiscal Agent* form. Consistent with 20 C.F.R. § 430, that form requires that when the fiscal agent performs multiple roles under WIOA, a written agreement among the entity serving as fiscal agent, the local workforce development board, and chief elected official must exist.

**2. PERIOD OF AGREEMENT**

- 2.1 This Agreement is effective July 1, 2018 through June 30, 2020. This agreement cannot be extended and/or renewed.

**3. NOTIFICATION OF FEDERAL FUNDS**

- 3.1 In accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this agreement designates SkillSource as a contractor for its roles and responsibilities as the fiscal agent.
- 3.2 As this contract utilizes federal funds, the Contractor agrees to adhere to the attached Contract Terms and Conditions (Attachment A) without exception.

#### **4. COMPENSATION**

- 4.1 Compensation due for executing the duties of fiscal agent are limited to SSG expenses associated with the WIOA grants and have been defined in the fully executed Federal Subaward Agreement between the County and SSG. Per the Federal Subaward Agreement, Department of Family Services fiscal staff and SSG have collaborated to construct a program year budget for the WIOA awards to include an allocation of SSG direct Personnel and Operating Expenses, indirect charges and WIOA administrative charges.

#### **5. SCOPE OF DUTIES**

- 5.1 As defined in the Consortium Agreement, SkillSource will serve as the fiscal agent of the Local Workforce Development Board operating under the new Commonwealth of Virginia workforce brand called Virginia Career Works-Northern (VCW). As such, Fairfax County engages the Contractor to provide the following services:
- A. Receive WIOA Title I funds directly from VCCS to expend or disburse for the purposes authorized by WIOA.
  - B. Manage fiscal integrity and accountability for all Federal WIOA awards received and expended by each Federal program in accordance with WIOA and the corresponding federal regulations and state policies.
  - C. Establish and manage an appropriate system of internal controls, proper accounting records and adequate documentation for the award and administration of federal grant funds.
  - D. Monitor grant funds for the duration of the award period to ensure they are used to the maximum amount allowed under WIOA and to avoid any loss of funds allocated to the LWDA 11.
  - E. In the event of a delinquent vendor account, provide formal notification to the County and use reasonable efforts to collect funds. Provide the County notice of any legal action.
  - F. Provide technical assistance to subrecipients regarding fiscal issues.
  - G. Provide requested documentation to County external auditors conducting the Single Audit.
  - H. Respond to audit financial findings.
- 5.2 As Fiscal Agent, SkillSource Group is not authorized to procure contracts or obtain written agreements.

#### **6. REPORTING REQUIREMENTS**

- 6.1 SkillSource will prepare and provide the following to VCCS and the County in accordance with VCCS defined deadlines:



- A. Monthly VCCS WIOA Monthly Income/Expenditure Detail Report (MEDR) for each active program year.
- B. Monthly Cash Payment Schedule.
- C. Program Year Closeout Report.
- D. Other applicable close out reports.

## **7. AUTHORITY**

- 7.1 The obligation of the County to pay compensation due the Contractor under this Agreement, or any other payment obligations under any contracts awarded pursuant to this Agreement is subject to appropriations by the County's Board of Supervisors to satisfy payment of such obligations.
- 7.2 If such an appropriation is not made for any fiscal year, by either the Federal awarding agency, the Commonwealth of Virginia, or the County, the Contract will terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract.
- 7.3 The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors or the County receives notice from the Federal awarding agency. The County's failure to provide such notice will not extend the Contract into a fiscal year in which sufficient funds have not been appropriated.

## **8. CONTRACT INSURANCE PROVISIONS:**

- 8.1 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 8.2 The Contractor shall, during the continuance of all work under the contract provide the following:
  - A. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

- B. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- C. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

- D. Contractor agrees to maintain Contractor's Liability insurance in the amount of \$1,000,000.00 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.

- E. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- F. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.



- G. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the A.M. Best's rating of A:VI or better.
  - H. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - I. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
  - J. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
  - K. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 8.3 No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 8.4 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 8.5 Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 8.6 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 8.7 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 8.8 The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.

- 8.9 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

**9. INDEMNIFICATION:**

- 9.1 The Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**10. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:**

- 10.1 The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the County Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, the Contractor shall notify the County Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

**11. TERMINATION FOR CONVENIENCE:**

- 11.1 The contract will remain in force for the full period specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and until all requirements and conditions shall have been met, unless:
- A. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
  - B. Extended upon written authorization of the County Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 11.2 The contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is



in the best interest of the County. Any such termination shall be effected by delivery of a Notice of Termination to the Contractor at least 90 working days prior to the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

## **12. TERMINATION OF CONTRACT FOR CAUSE:**

12.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

12.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

## **13. CONTRACTUAL DISPUTES:**

13.1 Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within ninety (90) days, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

## **14. MISCELLANEOUS**

14.1 Compliance with Federal, State, and County Laws. The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

14.2 Amendments. Except as otherwise provided in this Agreement, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the Parties in writing.

14.3 Non-Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion,

color, sex, national origin, age, disability, or 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 Contractor, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.

- 14.4 Drug Free Workplace. During the performance of this Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended.
- 14.5 Americans with Disabilities Act Requirements. Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government Contractors, lower tier Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County Contract or contractual agreement must make the same commitment. Acceptance of this Contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.
- 14.6 Venue. This Contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this Contract or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.
- 14.7 Immigration Reform and Control Act. Contractor agrees 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.
- 14.8 Freedom of Information Act. No Federal awarding agency may place restrictions on the Contractor that limit public access to the Contractor's records pertinent to the Grant, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under the Contractor's control except as required under 2 CFR §200.315 (Intangible property). Unless required by Federal, state, or local statute, the Contractor is not required to permit



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public access to its records. The Contractor's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

## 15. COUNTY CONTACT

15.1 Any questions pertaining to this Contract shall be directed to:


Douglas Kissick, Contract Analyst  
Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013  
Telephone Number: (703) 324-7811  
E-mail: douglas.kissick@fairfaxcounty.gov

IN WITNESS WHEREOF the Parties have executed this Agreement the date and year first above written.

### ACCEPTED BY:

#### The SkillSource Group, Inc.

#### Fairfax County Government

Signature: 

Signature: 

Name: David A. Hunn

Name: Cathy A. Muse, CPPO

Title: President & CEO

Title: Director/County Purchasing Agent

Date: 12-21-2018

Date: 12/27/18

## Attachment A: Contract Terms and Conditions

**1. Civil Rights Requirements – 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332**

**1.1 Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations.

**1.2 Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

- A. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the funding federal agency may issue.
- B. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and other applicable law, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the funding federal agency may issue.
- C. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any



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implementing requirements the funding federal agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal Assistance, modified only if necessary to identify the affected parties.

**2. Energy Conservation - 42 U.S.C. 6321 et seq.**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**3. Contract Work Hours and Safety Standards Act.**

The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (3)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**3.1 Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**3.2 Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (3)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(1) of this section.

**3.3 Withholding for unpaid wages and liquidated damages.** The County of Fairfax shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

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assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(2) of this section.

- 3.4 **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(1) through (4) of this section.

In addition to the clauses contained in paragraph (3), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### 4. **Recycled Products – 42 U.S.C. 6962**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the County or the Contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.

The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### 5. **Clean Water Requirements – 33 U.S.C. 1251 et seq.**

5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued



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pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.

5.2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**6. Clean Air – 42 U.S.C. 7401 et seq.**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

6.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

6.2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**7. Program Fraud and False or Fraudulent Statements and Related Acts – 31 U.S.C. 3801 et seq.**

7.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor or to the extent the Federal Government deems appropriate.

7.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

7.3 The Contractor agrees to include the above two clauses in each subcontract financed in

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whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 8. Patent and Rights in Data

**8.1 Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

A. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

B. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

1. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under that contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance.

**8.2 Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

A. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed



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report to the party at a higher tier until the Federal funding agency is ultimately notified.

B. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through the Federal funding agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

C. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### 9. **Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 10. **Interest of Members of Congress**

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

#### 11. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Attachment A: Contract Terms and Conditions

**BYRD ANTI-LOBBYING CERTIFICATION**

31 U.S.C. 1352 et seq.

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]



MOA506357

Contract Title: WIOA Fiscal Agent Agreement

Attachment A: Contract Terms and Conditions

The Contractor, The SkillSource Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of  
Representative: David A. Hunn

Signature/Date:  12-21-2018

Company Name: The SkillSource Group, Inc.

Address: 8300 Boone Boulevard, Suite 450

City/State/Zip: Vienna, VA 22182

DUNS Number: 003631436