

WIOA Title I Grant Award Agreement 2023

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
TITLE I GRANT AWARD AGREEMENT
BETWEEN
THE VIRGINIA COMMUNITY COLLEGE SYSTEM
AND
FAIRFAX COUNTY
FOR
LOCAL WORKFORCE DEVELOPMENT AREA 11**


This Agreement is entered into by and between the Virginia Community College System (hereinafter referred to as the VCCS), and Fairfax County, the Local Workforce Development Area Grant Recipient (hereinafter referred to as LWDAGR) pursuant to the Chief Elected Officials (CEO) Consortium Agreement, on behalf of the Virginia Career Works-Northern also known as Area 11 (hereinafter referred to as LWDA). The Agreement applies to WIOA Title I funds that are allocated by the VCCS to the LWDAGR for use by the LWDA. This Agreement is effective July 1, 2023 through June 30, 2024 in accordance with Section II and amends all other agreements for WIOA Title I funds allocated by the VCCS.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

Virginia Community College System

<u>Dr. Sharon Morrissey</u>	<u>9/29/2023</u>
Signature	Date
<u>Dr. Sharon Morrissey</u>	<u>Senior Vice Chancellor, Academic and Workforce Programs</u>
Printed Name	Title

Fairfax County, Virginia (LWDAGR)

<u></u>	<u>9/12/2023</u>
Chief Elected Official Signature	Date
<u>Jeffrey C. McKay</u>	<u>Chairman, Fairfax County Board of Supervisors</u>
Chief Elected Official Printed Name	Title

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PY23/FY24 Local Area Grant Agreement

The VCCS is the state administrative entity, grant recipient, and fiscal agent for Workforce Innovation and Opportunity Act (WIOA) Title I funds. The VCCS WIOA Title I Administrative Team provides the oversight for this agreement and directs the implementation and administration of this grant. As the pass-through entity for WIOA funds, the VCCS is utilizing its DOL approved 27.1% indirect cost rate. This is not a research and development award.

U.S. Department of Labor Employment and Training Administration
 Federal Award ID Number (FAIN): 23A55AY000030
 Workforce Innovation and Opportunity Act (WIOA)
 Refer to Notice of Obligation (NOO) for award details.
 VCCS EIN: 54-0759063 DUNS: 120738307 Unique Entity ID: KK6WBRW6EYG3

<u>CFDA</u>		<u>TOTAL GRANT AWARD</u>
17.258	Adult Programs	NOA not received as of 7/13/23
17.259	Youth Programs	\$1,432,898.00
17.278	Dislocated Worker Programs	NOA not received as of 7/13/23

Contact Information

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SECTION I - PROGRAM PURPOSE

Title I Workforce Development System

WIOA Title I funds are allocated to the LWDAGR for the purpose of improving job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. The three key pillars of this system are:

- One-Stop career centers that provide first-rate customer service to jobseekers, workers, and businesses.
- The demands of businesses and workers drive workforce solutions.
- The workforce system supports strong regional economies where businesses thrive and people want to live and work.

Funding for Adult, Dislocated Worker, and Youth employment and training activities shall be made in accordance with the Local Plan developed by the [Virginia Career Works-Northern](#) (hereinafter referred to as LWDB) in partnership with the

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CEOs and submitted to the Governor. The Local Plan has been reviewed and is approved in accordance with applicable provisions of the Workforce Innovation and Opportunity Act (WIOA). For and in consideration of the mutual covenants hereinafter set forth, the VCCS and the LWDAGR agree as follows:

1. Adult and Dislocated Worker Employment and Training Activities

A. Adult Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 132 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the provisions of Section 133(b)(1)(A). The funds will be made available through the issuance of a VCCS WIOA Notice of Obligation (hereinafter referred to as NOO).

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDB will ensure the provision of local employment and training activities to prepare adults for participation in the labor force.

B. Dislocated Worker Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 131 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the provisions of Section 133(b)(1)(B). The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the approved Local Plan and Section 134(b) of the WIOA Final Rule, the LWDB will ensure the provision of local employment and training activities to prepare dislocated workers to return to the labor force.

C. One-Stop Delivery System

The LWDB shall, in accordance with Section 121 of the WIOA:

1. Develop and enter into the memorandum of understanding described in Section 121(c) with one-stop partners;
2. Designate or certify one-stop operators under Section 121 (d); and
3. Conduct oversight with respect to the one-stop delivery system in the LWDA.
4. Adult and Dislocated Worker funds shall be used by the LWDA to contribute to the costs of the LWDA's one-stop delivery system as described in Sections 121(h) and 134(c) of the WIOA Final Rule.

D. Minimum Level of Fiscal Support for Training

In accordance with §§ 2.2-2472.2 *et seq.* of the *Code of Virginia* and VWL 14-17, *Change 3*, the LWDB shall allocate a minimum of 40 percent of WIOA Adult and Dislocated Worker funds to training services as defined under § 134(c)(3)(D) of the WIOA that lead to recognized postsecondary education and workforce

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credentials aligned with in-demand industry sectors or occupations in the local area or region. Failure by the LWDB to meet the required training expenditure percentage requirement shall result in sanctions, to increase in severity for each year of noncompliance.

2 Youth Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 126 of the WIOA, funds shall be allocated to the LWDA in accordance with the provisions of Section 128(b)(1). The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the Local Plan and Section 129 parts (a) and (c) of the WIOA, the LWDA will ensure that a series of comprehensive youth services are available to serve eligible youth seeking assistance in achieving academic and employment success.

SECTION II - SPECIAL TERMS

1. Default on Terms of Agreement

Should the agreement permitted by Section 107 (d)(12)(B)(i) of the WIOA, or any subsidiary agreement among and between the LWDB and the CEOs be terminated, or there be a claim made of default thereon by any party to the agreement or any subsidiary agreement, then the LWDB Chair or CEO, as designated in Section 101(6) of the WIOA, shall give written notice of the particulars thereof to the Chancellor of the VCCS. In such event, the VCCS shall have the right to withhold further funding under this Agreement or terminate this Agreement upon such notice as may be reasonable under the circumstances, not in lieu of but in addition to any other remedy available under law if such action is deemed reasonably necessary by the VCCS to carry out its duty under the WIOA and the laws of the Commonwealth of Virginia.

2. Termination for Cause

If, through any cause, the LWDAGR fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the LWDAGR violates any of the covenants, agreements, or stipulations of this Agreement, the VCCS shall thereupon have the right to terminate this Agreement.

In such event, the VCCS shall give written notice to the LWDAGR and the LWDB, specifying the effective date of termination. Written notice shall be given at least thirty (30) days before the effective date of termination. All finished or unfinished documents, data, studies, surveys, and reports prepared under this Agreement shall, at the option of the VCCS, become its property, and upon the exercise of such option shall be delivered by the LWDAGR to the VCCS. In the event of termination, the LWDAGR remains responsible for compliance with the closeout and post-closeout requirements of

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OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards- Subpart D-Post Federal Award Requirements Standards for Financial Management. The LWDAGR and/or LWDB shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the LWDAGR shall not be relieved of liability to the Commonwealth of Virginia or the VCCS for damages sustained by the VCCS, which result from any breach of this Agreement by the LWDAGR or LWDB. The VCCS may withhold payments to the LWDAGR until the exact amount of damages due to the VCCS from the LWDAGR is determined, and thereafter until all amounts due have been paid.

3. Discretionary Termination

The LWDAGR's performance under this Agreement may be terminated in whole or in part by the VCCS whenever the VCCS determines that such termination or suspension is in the best interest of the Commonwealth of Virginia. Termination of work hereunder shall be effected in writing by delivery to the LWDAGR of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Notice of termination shall be given at least thirty (30) days before the effective date of termination and may be served upon the LWDAGR and the surety by mail or any other electronic means. Delivery of the notice of termination shall be to any officer or management/supervisory employee of either the LWDAGR or the surety. If no such officer or employee is known or can be found by reasonable inquiry within three (3) business days, the written notice of termination can be posted at the last known address. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery. In no instances shall termination for convenience be effective less than ten (10) business days after the receipt of a certified notice thereof.

After receipt of the Notice of Termination, the LWDAGR shall cancel outstanding commitments covering procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the LWDAGR shall exercise all reasonable diligence to accomplish the cancellation of any outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice of termination. With respect to such canceled commitments, the LWDAGR agrees to:

- A. Ensure all commitments contain a cancellation clause allowing for termination for cause and fund availability;
- B. Settle all outstanding liabilities and all such claims arising out of such cancellation of commitments, or ratify all such settlements; and
- C. Assign to the VCCS in the matter, at the time and to the extent directed by the VCCS, all of the rights, titles and interest of the LWDAGR under the

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orders and contracts so terminated. The VCCS shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Availability of Funds

This Agreement is made subject to the availability of WIOA Title I funds and the allocation thereof by the VCCS. The VCCS shall exert its best efforts to provide the LWDB with timely notice of changes in funding levels produced at the federal level or required by circumstances affecting state allocations.

2. Accountability for Funds

- A. The LWDAGR agrees to receive, administer, disburse and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with the terms of the WIOA, direction of the United States Department of Labor (hereinafter referred to as USDOL), or direction of the VCCS. The LWDB agrees to perform the related duties imposed upon it by the WIOA, by the regulations of the USDOL as the same may presently exist or hereafter be amended or enlarged and by duly authorized waivers approved by the USDOL during the period of this Agreement. In accordance with provisions of the WIOA and attendant federal and state regulations, policy, and guidance, by receipt of said funds, the LWDAGR shall be held accountable and liable to the VCCS and USDOL for activities of the LWDB and its subrecipients. The source of any required repayment resulting from disallowance of cost determinations outlined in Section 8 below shall not be federal and/or state funds.
- B. All obligations and agreements herein of the LWDA shall be binding upon the LWDAGR, whether or not such obligation or agreement is enforceable against the LWDB. Any failure to comply with any such obligation or agreement shall be construed as a default or breach under this Agreement, and in such event the VCCS shall have all the rights and remedies herein described, notwithstanding that the LWDB may not be a party to this Agreement.
- C. The CEO may designate a fiscal agent through submission of the *Designation of Fiscal Agent* form. Such designation shall not relieve the LWDAGR of the liability for any misuse of any grant funds (WIOA Section 107 (d)(12)(B)(i)(II)).

3. Interpretation of Legal Obligation

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Pursuant to the agreement between the U.S. Secretary of Labor and the Governor of Virginia, the VCCS reserves the right to interpret the requirements of the WIOA and all implementing regulations consistent with the terms thereof that by this Agreement are applicable to the LWDA. Such interpretations shall be specifically identified as "Virginia Workforce Letters" (VWLs) and are accessible through the Virginia Career Works website at viriniacareerworks.com. The parties shall apply and abide by the WIOA and the policy interpretations issued by the VCCS, as well as all such federal interpretations issued during the term of this Agreement. The VCCS may review these or any subsequent WIOA interpretation at its own discretion or upon the request of any interested party.

4. Performance Accountability Measures

The LWDA level of performance based on the State adjusted levels of performance shall be negotiated and agreed to by the LWDB, the CEO, and the Governor of Virginia, as described in Section 116(c) of the WIOA.

5. Internal Organization

The VCCS recognizes the right of the LWDA to make provision among and between the CEOs, the LWDB, and LWDAGR, or fiscal agent, for the division of duties and avoidance of conflict of interest in performing tasks requisite for the proper performance of this Agreement, subject to the provisions of the WIOA and attendant federal and state regulations. The LWDAGR agrees that it shall not, by act of commission or omission, do or fail to do any act that would hinder, frustrate, or delay the performance of this Agreement or any act or duty required hereby.

6. Nonassignability

This Agreement shall not be assignable, in whole or part, by the LWDAGR without the prior written consent of the VCCS; provided, however, that contractors providing intensive services for adults or dislocated workers in accordance with Section 134(d)(3)(B)(ii) of the WIOA, providers of training services in accordance with Section 134(d)(4)(G)(ii) of the WIOA, and contractors providing youth activities under Section 123 of the WIOA may be engaged by the LWDB to provide such services or activities to eligible WIOA participants. In the exercise of the discretion afforded by this provision, the LWDA shall ensure that all purchases comply with federal and state procurement laws and requirements as may be applicable. Whenever the word "contractor" appears in the succeeding provisions of this Agreement, it shall mean such contractors as are permitted by the terms of this Paragraph 6. Any such contract shall be conditioned to secure the benefits of the succeeding provisions to the LWDA and the VCCS.

7. Audit

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The LWDAGR shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and Office of Management and Budget (hereinafter referred to as OMB) 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart F- Audit Requirements. All funds covered by this Agreement and received by the LWDAGR on behalf of the LWDA shall be included in the scope of the LWDAGR's Single Audit. Accordingly, all funds received must be reflected in the LWDAGR's audit report on whether or not the LWDAGR has designated a fiscal agent to manage funds received on behalf of the LWDA. The scope of the audit need not include activities of state-level partner agencies subject to audit by the Virginia Auditor of Public Accounts (hereinafter referred to as Virginia APA). The LWDAGR shall ensure that the audit report is accessible electronically or submitted to the VCCS upon its completion.

The LWDAGR shall, immediately and in writing, notify the VCCS of possible acts of fraud, abuse, or illegal acts discovered during the performance of the audit. The VCCS reserves the right to audit, or to require the audit of any or all of the activities and transactions of the LWDA, as the need is determined.

8. Compliance Monitoring

In conformance with Section 184 (a)(4) of the WIOA and OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart D- Post Federal Award Requirements Standards for Financial Management, the VCCS shall undertake onsite monitoring of the LWDA no less than once annually to assess compliance with Federal statutes, regulations, and the terms and conditions of funds received under this Agreement. The VCCS shall issue a report to the LWDAGR and LWDB within forty-five (45) days following the monitoring visit that outlines any findings, concerns and any necessary corrective actions.

The LWDAGR, in consultation with the LWDB, shall provide the VCCS a written response within 30 days, accompanied by appropriate supporting documentation, which addresses the disposition of all questioned costs and costs recommended for disallowance, related to funds covered by this Agreement. The LWDAGR, in consultation with the LWDB, shall provide a written explanation of any corrective actions taken or a plan for future corrective action to address findings resulting from the monitoring. Documentation to verify that corrective action has been taken or a timetable for the completion of the corrective action shall be included with the explanation.

The VCCS shall determine the adequacy of the action taken to resolve the findings. The VCCS may request additional action on any finding considered not fully resolved, and the LWDAGR, in consultation with the LWDB, shall submit the necessary documentation to fully resolve the finding. A determination will be issued based on an evaluation of the corrective action plan. The determination will:

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- i. List any costs which have been determined unallowable; and
- ii. As necessary, establish a liability for any disallowed costs and designate a date by which repayment must be made.

The VCCS reserves the right to undertake monitoring through additional means to ensure compliance with Federal statutes, regulations, and terms and conditions of funds received under this Agreement.

9. Disallowed Costs

The LWDAGR shall give the VCCS timely written notification of the possibility of disallowed costs incurred in its administration of this Agreement or by its one-stop operators or contractors. In appropriate cases as determined by the VCCS, the VCCS shall petition the U.S. Secretary of Labor to:

- i. Forgive those costs, if possible; if not,
- ii. Accept repayment of those costs in other than cash reimbursement.

Neither the VCCS nor the LWDAGR, however, shall construe anything in this provision to limit or preclude the pursuit of remedies, either legal or administrative.

In the event that repayment is required, the LWDAGR shall use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The LWDAGR shall not forego debt collection procedures without the express written approval of the VCCS. Any required repayment shall not be by or from federal funds and/or state funds.

Funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal, Commonwealth of Virginia, or VCCS guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

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10. Cost Liability

Neither the Governor of Virginia nor the VCCS assumes liability by virtue of this Agreement for any costs incurred above the amounts provided pursuant to this Agreement or for costs incurred by the LWDB or its one-stop operators or contractors that are determined to be unallowable. Any such costs shall be at the sole risk of the LWDB or its contractors. The foregoing provisions of this Paragraph are not intended to preclude and shall not be deemed to preclude the LWDA or its contractors from asserting any defense that may be asserted hereafter.

11. Notification of Claims

The LWDAGR shall give the VCCS prompt written notice of any claim, action or suit, of which it becomes aware, filed against the LWDB or any of its contractors concerning or affecting the performance of this Agreement or any contract made here under.

12. Record Retention and Right of Access

The LWDAGR, LWDB and its contractors shall retain records pertaining to WIOA activities and expenditures for a period of three years from the date of submission of the final expenditure report by the LWDB to the VCCS in accordance with OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements. The VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, or any of their representatives, which include the Virginia Auditor of Public Accounts and the Office of the State Inspector General, shall have access to work and training sites and to any books, documents, papers, and records (including computer records) of the LWDAGR, LWDB and its contractors that are directly pertinent to this Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the LWDAGR, LWDB and its contractors' personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period but shall last as long as the records are retained.

13. Modification

No waiver or modification of the terms of this Agreement, including, without limitation, this provision, shall be valid unless in writing and duly executed by the parties to be bound thereby.

14. Sanctions

The VCCS reserves the right to apply any lesser sanction not proscribed by law or seek any lawful remedy available to it as it may deem requisite to obtain proper

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performance under this Agreement, to carry out the requirements of the WIOA and federal and state regulations made pursuant thereto, and to maintain the integrity of programs funded through this Agreement. Unless an emergency exists, the VCCS shall not act to impose a sanction except upon reasonable notice and after the LWDAGR has opportunity for review in accordance with procedures mandated by the WIOA. A sanction imposed in an emergency shall be subject to subsequent review.

15. Intangible Property

Intangible property acquired under a federal award must comply with 2 CFR Chapter II, Part 200.315 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements and 2 CFR Part 2900.13 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

16. Intellectual Property

The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and 2) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials)); Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

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17. Inventions

The LWDB may retain the entire right, title, and interest to each invention subject to 35 U.S.C. § 203 that was created or developed under this Agreement with funds from this Agreement. With respect to any invention in which the LWDB retains title, the VCCS shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention.

18. Data Ownership

The VCCS and the USDOL shall have unlimited rights to any data first produced or delivered under this Agreement.

19. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with WIOA Title I funds, the LWDB and all its service providers receiving funds pursuant to this Agreement shall clearly identify:

- A. The percentage of the total costs of the program or project that will be financed with WIOA Title I funds,
- B. The dollar amount of WIOA Title I funds for the project or activity; and,
- C. The percentage and dollar amount of the total cost of the project or activity that will be financed by non-federal sources.

20. Force Majeure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, war, government regulation, disaster, civil unrest, fires, explosions, earthquakes, floods, or any other cause beyond its reasonable control.

SECTION IV - ASSURANCES AND CERTIFICATIONS

1. The LWDAGR shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with the following applicable federal, state, and local laws, regulations, and directives:

- A. Section 89 of the Internal Revenue Code.

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- B. WIOA and attendant regulations. The LWDAGR further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Agreement shall have no such commitments or obligations.
- C. WIOA PY2023/FY2024 Federal Award Terms. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award.
- D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto.
- E. Titles VI, VII, and IX of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. The LWDAGR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the LWDA. The LWDAGR agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- F. Prohibitions on discrimination under Sec.188 of the WIOA.
- G. Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia*.
- H. Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.* of the *Code of Virginia*, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data Collection and Dissemination Practices Act, §§ 2.2-3800 *et seq.* of the *Code of Virginia*.
- H. Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry".
- I. Relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development as provided in §§ 2.2-2472 *et seq.* of the *Code of Virginia*.
- J. Virginia Child Labor Laws, §§ 40.1-78 *et seq.* of the *Code of Virginia*.

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- K. Virginia Workers' Compensation Act, §§ 65.2 *et seq.* of the *Code of Virginia*.
- L. The provisions of the following Acts, applicable regulations made pursuant to said Acts, and other listed directives are hereby incorporated by reference. All changes to said Acts, regulations, and directives are automatically incorporated into this Agreement.
- i. Title I of the WIOA (P.L. 113-128);
 - ii. 20 CFR Parts 603, 651, 652 *et al.* Workforce Innovation and Opportunity Act; Final Rule
 - iii. Duly authorized waivers approved by the USDOL;
 - iv. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);
 - v. OMB 2 CFR Chapter I, Chapter II, Part 200, *et al.* Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013;
 - vi. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
 - vii. USDOL administrative regulations, Title 41 CFR Public Contracts and Property Management, 29 CFR Part 93 Certification Regarding Lobbying 29 CFR Part 94 Governmentwide Requirements for Drug-Free Workplace), and 29 CFR Part 96-99 (Audit Requirements for Grants, Contracts, and Other Agreements; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and audits of States, local Governments, and Non-Profit Organizations);
 - viii. Nothing in the WIOA (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);
 - ix. Buy American Notice
Pursuant to P.L. 115-141, Division E, Title VI, Section 606 and 607, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no

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funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

- x. Fair Labor Standards Act Amendment for Major Disasters
Pursuant to P.L. 115-141, Division H, Title I, Section 109, additional language will be applied to the Fair Labor Standards Act of 1938 in the "Maximum Hours Worked" section. This language specifically relates to occurrences of a major disaster (as designated by the State or Federal government) and are applied for a period of two years afterwards.
- xi. Health Benefits Coverage for Contraceptives
Pursuant to P.L. 115-141, Division E, Title VII, Section 726, Federal funds may not be used to enter into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.
- xii. Privacy Act
Pursuant to P.L. 115-141, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or regulations implementing of the Privacy Act.
- xiii. Prohibition on Contracting with Corporations with Felony Criminal Convictions
Pursuant to P.L. 115-141, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- xiv. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities
Pursuant to P.L. 115-141, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of

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understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- xv. **Prohibition on Procuring Goods Obtained Through Child Labor**
Pursuant to P.L. 115-141, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015.
- xvi. **Prohibition on Providing Federal Funds to ACORN**
Pursuant to P.L. 115-141, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
- xvii. **Reporting of Waste, Fraud and Abuse**
Pursuant to P.L. 115-141, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- xviii. **Requirement for Blocking Pornography**
Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- xix. **Restriction on Health Benefits Coverage for Abortions**
Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a

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physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

- xx. **Restriction on Lobbying/Advocacy**
Pursuant to P.L. 115-141, Division H, Title V, Section 503, no federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities related to the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- xxi. **Restriction on the Promotion of Drug Legalization**
Pursuant to P.L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
- xxii. **Restriction on Purchase of Sterile Needles or Syringes**
Pursuant to P.L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- xxiii. **Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g))** requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;
- xxiv. **Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients** Subrecipients;

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- xxv. Executive Order 13043 – Seat Belts (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- xxvi. Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- xxvii. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities.
- xxviii. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101);
- xxix. Equal Employment Opportunity Directives;
- xxx. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally assisted programs, regardless of Federal participation in purchases;
- xxxi. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- xxxii. The Age Discrimination Act of 1975, as amended;

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xxxiii. Veterans Priority Provisions:

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. While veterans and eligible spouses receive priority of service for all DOL-funded job training programs and services to include WIOA Title I Programs, the veteran or eligible spouse must still meet each program's eligibility criteria to receive services under the respective employment and training programs as outlined in the Virginia Board of Workforce Development Veterans' Priority of Service Policy Number 600-01.

xxxiv. Salary and Bonus Limitations: Pursuant to P.L. 115-141, Division H, Title I, Section 105 Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/payleave/salaries-wages/2016/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

xxxv. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and

xxxvi. The Americans with Disabilities Act of 1990 (P.L. 101-336).

The LWDAGR also understands and agrees to immediately desist from and correct any violations noted.

2. Governing Law, Jurisdiction, and Venue

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Commonwealth of Virginia Law shall govern, except where federal law is applicable. Jurisdiction shall be in the courts of the Commonwealth of Virginia, and venue shall be the Circuit Court of the City of Richmond.

3. Certifications

- A. The following certifications are incorporated by reference and are a part of this Agreement:
 - i. Certification Regarding Lobbying (29 CFR Part 93);
 - ii. Governmentwide Requirements for Drug-Free Workplace (29 CFR Part 94); and;
 - iii. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38);
 - iv. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214);
- B. The LWDAGR and LWDB shall incorporate these certifications into any contracts developed to implement programs pursuant to this Agreement.

Glossary of Acronyms

CEO	Chief Elected Official
LWDA	Local Workforce Development Area
LWDAGR	Local Workforce Development Area Grant Recipient
LWDB	Local Workforce Development Board
NOO	Notice of Obligation
USDOL	United States Department of Labor
VA APA	Virginia Auditor of Public Accounts
VCCS	Virginia Community College System
VWL	Virginia Workforce Letter
WIOA	Workforce Investment Opportunity Act