



SUB-AWARD CONTRACT
CAREER National Dislocated Worker Grant (NDWG)
Grant Reference Number: DW-36858-21-60-A-51

- 1) **PARTIES:** The Parties to this Contract are the Hampton Roads Workforce Council, hereinafter referred to as “HRWC” and Arlington County, Virginia, the WIOA Title 1 Grant Recipient for Virginia Local Workforce Area # 12, hereinafter referred to as the “Contractor”. The Contractor is a Sub-Recipient of federal funds. HRWC will serve as the Grant Recipient for the above referenced NDWG award.
- 2) **PURPOSE:** The purpose of this Contract is to provide Grant funding in the form of a sub-award to the Contractor to fund the provision of and facilitated access to appropriate and needed Supportive Services, in accordance with the HRWC Comprehensive and Accessible Reemployment through Equitable Employment Recovery (CAREER) Project Implementation Guidance and CAREER Supportive Services Policy, for Workforce Innovation and Opportunity Act (WIOA) Title I eligible, enrolled and active Dislocated Worker (DW) participants, in order to assist those participants in the full attainment of their planned workforce services. For services funded under this Contract, emphasis will be placed on those DW participants who also fall within the Asset-Limited, Income-Constrained, Employed (ALICE) Population and/or have significant barriers to employability, as determined and documented by the Contractor. All participants funded under this Contract must also be co-enrolled under the WIOA DW funding stream in the Virginia Workforce Connect (VaWC) participant tracking platform by the Contractor. The HRWC CAREER NDWG DOL Award Document is directly applicable to the services funded under this Contract and is incorporated herein by reference.
- 3) **PERIOD OF PERFORMANCE:** This Contract is effective on September 13, 2021 and will end on September 12, 2023, unless otherwise modified or terminated.
- 4) **SCOPE OF WORK:** The following services are to be provided by the Contractor in accordance with the HRWC CAREER Project Implementation Guidance which has been provided to the Contractor and is incorporated herein by reference:
 - A. Conduct outreach and recruitment efforts in order to identify and co-enroll eligible WIOA Title I DW participants in Grant services, as recorded in VaWC. The Contractor is to complete and maintain the standardized HRWC CAREER Participant Identification Form for each co-enrolled DW participant. An electronic link for the submission of this form will be provided to the Contractor. This form is incorporated herein by reference and has been provided to the Contractor.

- B. Assess and document the participant's need for Supportive Services to be funded under the Grant and facilitate access to and track the ongoing receipt of such services. All provided Supportive Services must be in accordance the HRWC CAREER Supportive Services Policy (Field Guidance Memorandum -FGM 602) which has been provided to the Contractor and is incorporated herein by reference. The Supportive Services that are provided under this Contract must directly support the co-enrolled DW participant's ability to successfully meet the objectives and goals of their WIOA Title I DW Individual Employment Plan (IEP).
- C. Provide ongoing case management and post program follow-up services to co-enrolled participants, as applicable and appropriate.
- D. Track and maintain co-enrolled participant data, service activity and performance outcome information in VaWC. Provide additional Grant related reports and/or progress updates to HRWC upon request, as needed.
- E. Manage and accurately account for the funds provided under this Contract.
- F. Conduct other administrative or service delivery related activities that may be needed in support of the HRWC Career Project Implementation Guidance implementation.

5) PERFORMANCE EXPECTATIONS: It is expected that Grant services will be provided to a minimum of twenty-five (25) WIOA Title I eligible and Grant appropriate co-enrolled DW participants during the performance period of this Contract. It is also expected that for the co-enrolled WIOA Title I DW participants served under this Contract, that the Contractor will meet or exceed the applicable Program Year Department of Labor (DOL) WIOA Title I Negotiated DW Performance Metric Levels for the Virginia Local Workforce Area identified in Clause 1.

6) COMPENSATION: Up to a total overall amount of \$ 108,334 is authorized under this Contract in accordance with the attached line item budget. All Supportive Services purchased for participants under this Contract must be in adherence to the HRWC CAREER Supportive Services Policy (FGM 602). A detailed invoice with applicable cost documentation is required for payment under this Contract and is to be submitted to HRWC as stipulated under Clause 8 of this Contract. This is a cost reimbursement Contract without an advance funding provision.

Invoices for reimbursement are to be submitted by the Contractor on a monthly basis to the HRWC Finance Office at the address shown under Clause 8 by the fifteenth (15th) day after the close of the month.

7) INDEPENDENT CONTRACTOR RELATIONSHIP: The Contractor understands that its relationship to HRWC is that of an Independent Contractor and both Parties agree that they shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Contract. Nothing herein shall be deemed as a waiver of the sovereign immunity of the Commonwealth of Virginia. Also, this Contract may not be assigned to another entity in whole or in part or any portion(s) of the work specified herein may not be sub-contracted to another entity, without prior written approval from HRWC. In addition, the

Contractor will reference in any public announcements, press releases, requests for proposals or other documents describing the program funded in whole or in part under this Contract, that the funds provided for under Clause 6 are federal WIOA Title I funds from the United States Department of Labor (DOL) Employment and Training Administration, to HRWC as the Grant Recipient. The reference will clearly identify the percentage of the total costs of the project or activity that will be financed with Contract funds; the dollar amount of the project or activity; and the percentage and dollar amount of the total cost of the project or activity that will be financed by non-federal sources. The Contractor will also provide HRWC and/or the DOL with reasonable access to Contract related documents, activities and services for oversight purposes, upon request.

- 8) NOTICES:** All Payments, Correspondence and Notices of Action will be sent to the Contractor at the following address, unless otherwise requested:

FOR THE CONTRACTOR
Arlington County, Virginia C/O Alexandria/ Arlington Regional Workforce Council 2100 Washington Boulevard Arlington, VA 22204 Attention: David Remick, Executive Director dremick@arlingtonva.us

All Contract Correspondence and Notices of Action will be sent to HRWC at the following address:

Hampton Roads Workforce Council
999 Waterside Drive, Suite 1314
Norfolk, VA 23510
Attention: William Coley, Operations Officer
bcoley@theworkforcecouncil.org

All Invoices for Payment will be sent to HRWC at the following address:

Hampton Roads Workforce Council
999 Waterside Drive, Suite 1314
Norfolk, VA 23510
Attention: Finance Office
rfurna@theworkforcecouncil.org

All operational and/or implementation questions, along with technical assistance for submission of CAREER Grant Forms will be sent to HRWC at the following address:

Hampton Roads Workforce Council
11820 Fountain Way, Suite 301
Newport News, VA 23606
Attention: Katherine Henderson, Senior Director of Administration
khenderson@theworkforcecouncil.org

- 9) **APPLICABLE LAWS AND COURTS:** This Contract will be governed in all respects by the laws of the Commonwealth of Virginia and any litigation thereto, will be brought in the Courts of the Commonwealth. In addition, the Contractor will comply with all applicable federal, State and local laws, rules and regulations, inclusive of, but not limited to, the Workforce Innovation and Opportunity Act (WIOA), as well as, federal, State and local statutes and requirements relating to equal opportunity, nondiscrimination, ADA accessibility and applicable employee workplace rights and related insurances, as appropriate and required for the Contractor's business. The Contractor's current Equal Opportunity (EO) and Non-discrimination compliance policies are also applicable to this Contract.
- 10) **ADDITIONAL REQUIREMENTS:** The Contractor agrees to abide by the following federal requirements, as applicable:
- A. Intellectual Property Rights: 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 this Contract and 2) any rights of copyright to which the Contractor purchases ownership under this Contract, 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 Contractor may not use the federal funds provided under this Contract to pay for any royalty or license fee for use of copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. If revenues are generated through selling products developed with Contract funds, including intellectual property, these revenues are program income. If applicable, the following needs to be on all products developed in whole or in part with Contract 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 Contractor 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, expressed or implied, with respect to such information, including any information on the 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.”
- B. Veteran's Priority of Service: The provisions of the Jobs for Veterans Act (JVA) Public Law 107-288 (38 U.S.C 4215) requires priority of service for veterans and spouses of certain veterans for receipt of employment, training, and placement services in any job training program directly funded in whole or in part, by the Department of Labor. The regulations implementing this priority of service can be found at 20 CFR Part 1010.

- C. Buy American: Requires all equipment and products purchased with the federal funds provided under this Contract should be American-made, as required by the Buy American Act (41 U.S.C. 9275).
 - D. Human Trafficking: Executive Order 13333 requires the termination without penalty if the Contractor engages in Human Trafficking.
 - E. Salary Compensation and Bonus: Public Law 113-6 (Division F, Title I, Sections 1101 (a)(4), 1102, 112-74 (Division F, Title I, Section 105) and TEGL 05-06 restrict sub-recipient salary compensation and bonus limitations of an individual, either direct or indirect, at a rate in excess of Executive Level II. TEGL 05-06 is available at <http://wdr.doleta.gov/directives/attach/TEGL/TEGL05-06> 508 pdf.
 - F. Force Majeure: Neither Party to this Contract shall be liable nor deemed to be at fault for any delay or failure in performance under this Contract or other interruption of service deemed resulting directly or indirectly, from acts of God, war, government regulation, disaster, civil unrest, fires, explosions, earthquakes, folds, or any other cause beyond its reasonable control.
 - G. Cost Liability: Neither HRWC nor the Contractor assumes liability for any costs incurred above the amounts specified in this Contract or for any costs incurred by the Contractor that are determined to be unallowable.
 - H. Facilities: Facilities that will be used for the services specified herein must be physically accessible to employees and participants with disabilities in accordance with the governmental requirements for the Contractor's business.
 - I. Personally Identifiable Information (PII): The Contractor must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of PII.
 - J. Grant Award Terms and Conditions: As a sub-recipient of federal funds under the above referenced Grant Award, the Contractor must comply with all applicable regulations and terms and conditions of that Award (2 CFR 200.101 (b)).
- 11) MODIFICATION AND TERMINATION:** This Contract may be modified at any time by agreement of the Parties hereto. Any action to modify this Contract will be in writing. This Contract may be terminated in whole or in part or may be curtailed in whole or in part by HRWC in the event that available funding is terminated, restricted or reduced in any manner or amount by the federal funding source. In the event of such action HRWC will endeavor to provide the Contractor with at least thirty (30) days written notice, to fullest extent possible. HRWC may terminate this Contract for cause, to include, but not be limited to a lack of performance, with thirty (30) days written notice to the Contractor. HRWC or the Contractor may terminate this Contract at any time for convenience, with at least thirty (30) days written notice, with the Contractor entitled to receive just and equitable compensation for services rendered through the effective date of the termination.

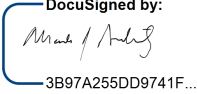
- 12) RECORDS RETENTION:** The Contractor agrees to retain all books, records and other documents relative to this Contract for a four (4) year period following expiration of the Contract or until audited, whichever is greater. However, if any audit claim, litigation, negotiation or other action involving the records has been started because of the audit or before expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it. HRWC, its authorized representatives, and/or federal auditors or monitors shall have full access to and the right to examine any of said materials during said period. The Contractor shall be responsible for all costs associated with the records retention.
- 13) EQUAL OPPORTUNITY:** Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) prohibits discrimination against all individuals in the United States on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIOA Title I financially assisted program or activity. Prohibitions against discrimination are made on the basis of the following:
1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin, which includes discrimination affecting persons with limited English proficiency.
 2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
 3. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
 4. And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, HRWC will provide an explanation of the client's rights and protections under 29 CFR Part 38. HRWC will also provide a copy of Virginia's Equal Opportunity Notice (English or Spanish version) to the client and maintain a copy in the client's file.

The Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act, and Title VI of the Civil Rights Act as noted above, as well as guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this contract. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000, and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.

IN WITNESS THEREOF, the Parties hereto shall set their signatures to document agreement with the terms, conditions and stipulations and to execute this Contract, as of the date and year written above.

FOR CONTRACTOR:

By:  _____
Signature

Name: _____

Title: _____

FOR THE HAMPTON ROADS WORKFORCE COUNCIL

By: _____
Signature

Name: Shawn Avery

Title: President and CEO

CERTIFICATIONS, ASSURANCES AND RELATED DOCUMENTS

The following Certifications, Assurances and Related Documents are incorporated herein by reference and are part of this Contract:

1. Certification Regarding Lobbying (29 CFR Part 93)
2. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)
3. Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37)
4. Drug-Free Workplace Requirements Certification (29CFR Part 98)
5. Standard Form 424B Standard Assurances (Non-Construction Programs)
6. HRWC CAREER Supportive Services Policy (FGM 602)
7. HRWC CAREER Project Implementation Guidance
8. HRWC CAREER Participant Identification Form and electronic uploading instructions
9. HRWC CAREER NDWG DOL Award Document

ATTACHMENT

1. Contract Line Item Budget