

CONTRACT COVER/SIGNATURE PAGE

St. Landry Parish Government

Post Office Box 1550
Opelousas, Louisiana 70570

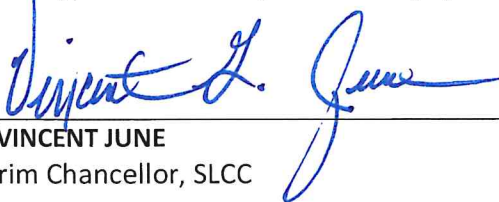
South Louisiana Community College

1101 Bertrand Drive
Lafayette, Louisiana 70506

State of Louisiana

Contract Number:	<u>WIOA OSO0820</u>	Funding Source:	<u>WIOA Operator</u>
Contract Amount:	<u>\$1,442,671.75</u>		
Contract Type:	<input checked="" type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Fixed Unit Price	
	<input type="checkbox"/> Combination Cost Reimbursement & Fixed Unit Price		
Effective Date:	<u>November 1, 2020</u>	Contract Period:	<u>November 1, 2020 – June 30, 2021</u>
Purpose: To coordinate the service delivery of participating one-stop partners and service providers in the in the American Job Centers in Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin, St. Mary, and Vermilion Parishes.			

Approved and accepted on behalf of Contractor upon signature by its authorized designee.



DR. VINCENT JUNE
Interim Chancellor, SLCC

9/29/20

Date

Approved and accepted on behalf of the St. Landry Parish Government. This contract is not effective unless signed by the CEO or an authorized designee.



JESSIE BELLARD
INTERIM PARISH PRESIDENT, SLPG

9/30/2020



Date

ST. LANDRY PARISH GOVERNMENT

SIGNATURE AUTHORIZATION

Contractor: South Louisiana Community College
Address: 1101 Bertrand Drive, Lafayette, LA 70506
Telephone: 337.521.9000
E-mail: Vincent.June@solacc.edu
Website: www.solacc.edu

The following individuals(s) have signatory authority for the above designated entity on all financial reports, including closeout reports, submitted to the St. Landry Parish Government (SLPG). In addition, these person(s) are responsible for the validity and accuracy of these financial reports.

<u>Dr. Vincent June, Interim Chancellor</u> Name, Title	(337) 521-8909 Telephone	 Signature
<u>Bryan Glatter, Vice Chancellor Admin & Finance</u> Name, Title	(337) 521-8994 Telephone	 Signature
<u>Carla Ortego, Director of Accounting</u> Name, Title	(337) 521-8922 Telephone	 Signature

The following individuals(s) have signatory authority for the above designated entity on contracts and contract amendments between said entity and the St. Landry Parish Government (SLPG).

<u>Dr. Vincent June, Interim Chancellor</u> Name, Title	(337) 521-8909 Telephone	 Signature
<u>Bryan Glatter, Vice Chancellor Admin & Finance</u> Name, Title	(337) 521-8994 Telephone	 Signature
<u>Andre Perez, Exec. Director Academic Initiatives</u> Name, Title	(337) 521-9086 Telephone	 Signature

As Chief Executive Officer of the entity above, I attest to and certify that the individuals listed herein have signatory authority and that such authority shall remain until the SLPG is otherwise notified. If acting on behalf of a Corporation under Section 501(c)(3), I further attest that such action has been accepted by the Board of Directors.

Dr. Vincent June, Interim Chancellor

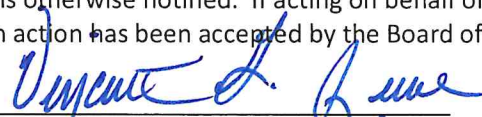

Signature

Table of Contents

PART I: INTRODUCTION & CONDITIONS PRECEDENT	6
Section 1. Parties to Contract.....	6
Section 2. Contract Period.....	6
Section 3. Legal Authority.....	6
Section 4. Conditions Precedent	7
A. Contractor Authorization	7
B. Documentation	7
E. Debarment & Suspension.....	9
Section 5: Definitions of Key Terms	9
PART II: GENERAL PROGRAM SERVICES	11
Section 1. Program Components.....	11
A. Purpose	11
B. Responsibilities	11
Oversee management of job centers and service delivery including, but not limited to these activities:.....	11
1. Integration of available services and coordination of programs	11
2. Strategic planning and oversight of the delivery of workforce services.....	11
3. Evaluate performance and implement required actions to meet performance standards	11
4. Evaluate various customer experiences (including but not limited to employers, jobseekers, and partner staff)	11
5. Ensure coordination of partner programs	11
6. Act as liaison with the LWDB 40 and One-Stop Center	11
7. Define and provide means to meet common operational needs (e.g., training, technical assistance, additional resources, etc.)	11
8. Oversee full implementation and usage of all State systems by all local areas	11
9. Design the integration of systems and coordination of services for all parish sites and partners	12
10. Manage fiscal responsibility for the sites.....	12
11. Manage multiple levels of coordination and communication	12
12. Plan and report responsibilities	12
13. Facilitate the sharing and maintenance of data; primarily the job center sites, with emphasis on the state system.	12
14. Provide employment and training services to youth, adults, dislocated workers as	12
D. Technical Assistance and Policy Guidance.....	12

Section 2. Contractor Responsibilities	13
Section 3. General Contractor Administrative Provisions	15
A. Timely Performance	15
B. Reporting Requirements.....	15
C. Change in Condition.....	16
D. Monitoring	16
E. Documentation of Activities and Services.....	16
F. Fiscal Responsibility.....	16
G. Retention and Accessibility of Records.....	16
H. Procurement	17
I. Audit Requirements.....	17
J. Notice of Legal Action Against Contractor	18
K. Travel/Per-diem.....	18
L. Continuous Improvement Process.....	18
Section 4. Contract Performance and Contractor Responsibilities	18
A. Statement of Work (Attachment A).....	19
B. Budget or Payment Schedule (Attachment B).....	19
PART III: METHOD AND TIME OF PAYMENT	19
Section 1. Method and Source of Payments	19
Section 2. Request for Payment.....	20
Section 3. Withholding and Recapture of Payment	20
A. Withholding of Payment.....	20
B. Recapture of Payment	20
C. Recapture of Excess Payment	20
D. Tuition Payment Refunds	Error! Bookmark not defined.
Section 4. Unilateral Budgetary Adjustments	21
Section 5. Sanctions or Remedial Measures.....	21
PART IV: LIMITATION ON LIABILITY.....	21
Section 1. Measure of Liability	22
Section 2. Independent Contractor.....	22
Section 3. Indemnification.....	23
Section 4. Assignment/Subcontracting	23
PART V: CONTRACT CESSATION AND AMENDMENT	24
Section 1.	Termination
24	
A. Termination for Cause.....	24

B. Termination for Convenience.....	24
C. Contractor Termination of Contract.....	25
D. Action Prior to Termination.....	25
E. Termination Procedures	25
Section 2. Close out Procedures	26
Section 3. Suspension.....	26
Section 4. Contract Amendments.....	26
A. Unilateral Amendments.....	26
PART VI: ASSURANCES AND CERTIFICATIONS.....	27
Section 1. Compliance with Law/Order of Precedence.....	27
Section 2. Health and Safety Standards at Work/Training Facility.....	27
Section 3. Grievances and Complaints.....	27
Section 4. Use of Historically Under-utilized Businesses	27
Section 5. Political Activities; Lobbying Prohibited	28
A. Political Activities Prohibited	28
B. Political Restrictions on Participants.....	28
C. Political Restrictions on Employees.....	28
D. Restrictions on Lobbying	28
Section 6. Non-Labor Involvement.....	28
Section 7. Sectarian Involvement Prohibited.....	28
Section 8. Prevention of Fraud and Abuse	28
Section 9. Confidentiality of Records	29
Section 10. Prevention of Conflicting Interests.....	29
Section 11.....	Program Participation
29	
Section 12.....	Responsible Contractor
30	
Section 13.....	Equal Opportunity Compliance and Assurance.
30	
PART VII: GENERAL PROVISIONS	30
Section 1. Rights in Data	30
Section 2. No Waiver.....	31
Section 3. Non-Assignment.....	31
Section 4. Entire Contract.....	31

CONTRACT BETWEEN
ST. LANDRY PARISH GOVERNMENT
&
SOUTH LOUISIANA COMMUNITY COLLEGE

State of Louisiana



Contract Number: OSO0820

Funding Source: WIOA FY20



Contract Type: WIOA Operator

PART I: INTRODUCTION & CONDITIONS PRECEDENT

Section 1. Parties to Contract

This Contract is made and entered into by and between the St. Landry Parish Government, hereinafter referred to as "SLPG," Fiscal Agent and Local Grant Recipient for Local Workforce Development Area #40, and South Louisiana Community College, hereinafter referred to as "Contractor". The Parties hereto have severally and collectively agreed and by the execution hereof are bound as per the terms and conditions of this Contract to the mutual obligations and to the performances and accomplishment of the tasks described in this Contract. This Contract establishes a subrecipient relationship with Contractor, in which Contractor accepts substantial financial and programmatic responsibilities for use of Federal/State funds.

Section 2. Contract Period

- A. The period for performance of this Contract shall commence on November 1, 2020 and shall terminate on June 30, 2021 (hereinafter referred to as the "contract period") unless this Contract is sooner terminated, suspended, or alternatively extended, pursuant to the terms of this Part III of this Contract, "Contract Cessation and Amendment".
- B. The parties hereto agree and understand that each of them may execute this contract on different dates, but hereby acknowledge that if fully executed by both parties, the effective date of this Contract shall be November 1, 2020.

Section 3. Legal Authority

- A. The SLPG is funded via the Louisiana Workforce Commission (LWC) which is responsible for administering an integrated workforce development system for the State of Louisiana, including job training, employment, and employment related educational programs, and the unemployment compensation insurance program. The LWC is the designated state agency to implement the Wagner-Peyser Act, the Workforce Innovation and Opportunity Act (WIOA) of 2014 and portions of the public welfare programs under the Social Security Act (42 U.S.C., Section 301 et seq). Federal law and regulations, as

well as state law in Human Resources Code Chapters 21, 22, and 44, and Government Code Chapter 2308, permit and authorize the LWC to contract with the SLPG for program planning and service delivery.

- B. The SLPG represents and possesses the legal authority to enter into this Contract, and whenever applicable, shall comply with appropriate federal and state licensing and certification requirements.
- C. Each person signing this Contract on behalf of the SLPG hereby warrants that he/she has been fully authorized by the SLPG to execute this Contract on behalf of the SLPG to validly and legally bind the SLPG to all the terms, performances, and provisions herein set forth.
- D. Contractor hereby covenants and agrees to provide One-Stop Operator (Operator) services under WIOA 20 CFR § 678.620 Regulations. A One-Stop Operator must coordinate service delivery of the required One-Stop American Job Center partners and service providers that serve Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin, St. Mary, and Vermilion. In addition to the Scope of Work and RFP, the Operator carry out these chief activities: handling the bricks-and-mortar issues relating to facility management; managing and coordinating service delivery with all partners; and facilitating communication within the job centers and with the Local Workforce Board.
- E. Contractor shall comply with all Federal, State and Local rules and regulations pertaining to reconciliation, good cause determinations, and hearings concerning recipients of services, and shall abide by the decisions rendered by the U.S. Department of Labor and the SLPG in such actions, subject to any statutory right of appeal. In the event of a conflict between any of the applicable laws and regulations above, and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- F. Contractor warrants and represents to the SLPG that it possesses the legal authority pursuant to an official motion, resolution or action passed or taken by its managing Partner(s), Board of Directors, or other governing body or person(s), giving Contractor legal authority to enter into this Contract, to receive the funds fully authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract including any subsequent Contract amendments or modifications made in accordance with Part III, Section 4, below.
- G. Each person signing this Contract on behalf of the SLPG and the Contractor hereby warrants that he/she has been fully authorized by the SLPG and Contractor to execute this Contract, to validly and legally bind the SLPG and the Contractor to any and all the terms, performances and provisions set forth in this Contract.

Section 4. Conditions Precedent

A. Contractor Authorization

Contractor, upon execution of this Contract, shall provide to SLPG official documentation designating the specific individual(s) having signatory authority for all financial reports and requests for payment. This documentation shall be a Board of Director's resolution or other such appropriate action, etc. If previously submitted, a statement that no change has occurred shall be provided.

B. Documentation

If not submitted previously, Contractor shall provide to SLPG, within forty-five (45) days of the execution of this Contract, the following documentation, as applicable:

- a) Articles of Incorporation;
- b) By-laws;
- c) If Contractor is a non-profit corporation, proof of IRS 501(c)(3) status, a copy of the most recent IRS Form 990, and a "Certificate of Account Status" issued by the Louisiana Comptroller of Public Accounts as evidence that said non-profit corporation is in good standing with the State of Louisiana;
- d) If Contractor is a for-profit corporation, a current Certificate of Good Standing issued by the Louisiana Comptroller of Public Accounts, as evidence that said for-profit corporation is in good standing with the State of Louisiana; and
- e) If audited, a copy of the auditor's report for the most recent audit completed.

C. Bonding

Subsequent to the award of the Contract but prior to receipt of any funds under this Contract, Contractor will furnish to the SLPG a copy of a Fidelity Bond issued by an insurance company registered to do business in the State of Louisiana which shall cover all of the Contractor's personnel handling Contract funds. The amount of coverage of such fidelity bond shall be equal to twenty-five (25%) percent of the awarded allocation or reimbursement that exceeds the bonding coverage shall not be honored for payment. Contractor's insurance carrier(s) shall submit a signed statement to the SLPG to the effect that said company agrees to maintain all bonding in force for the stated period of this Contract and shall give SLPG written notice thirty (30) calendar days prior to the bond being canceled or reduced from the amounts stated on the bonding documents.

D. Insurance

Prior to commencement of activities under this Contract, Contractor shall provide a certificate of insurance certifying that Contractor carries the insurance coverage described below with a company licensed to do business in the State of Louisiana. This insurance coverage shall remain in force during the life of this Contract. Additionally, the certificate of insurance must bear the following endorsement: "The policy shall not be altered, materially changed or canceled without giving thirty (30) calendar days prior written notice to the SLPG." Contractor must carry all required insurance, and the policy should name as additional insured the St. Landry Parish Government. Required insurance shall include:

1. Worker's Compensation - on all employees involved in activities under this Contract, whether the employer is the Contractor or a third-party subcontractor.
2. Comprehensive General Liability Insurance - with limits of coverage of no less than \$300,000.00 per occurrence for both bodily injury and property damage.
3. Motor Vehicle Insurance – Contractor will ensure maintenance of adequate and continuous commercial automobile liability insurance on any and all vehicles owned, leased, or operated by the Contractor and used for activities under this Contract, and all staff utilizing such vehicles. Automobile Liability Insurance with limits of coverage of no less than \$300,000.00 per individual and \$300,000.00 per occurrence, covering any owned or non-owned automobile used by the Contractor or any of its subcontractors to transport participants or employees or agents.

4. Property Insurance – Contractor shall maintain adequate and continuous property (including theft) insurance coverage on all SLPG loaned, used, leased, or purchased property under this Contract.

E. Debarment & Suspension

1. Contractor shall comply with the Federal regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, and in doing so has provided to the SLPG, prior to its signature and execution of this Contract and prior to the SLPG execution of this Contract, a certification that neither Contractor, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Additionally, the Contractor shall comply with this regulation and requirement with regard to its Subcontractors or Assignees. It shall ensure and require the same certification from its Subcontractor(s) or Assignees, which shall be forwarded to the SLPG along with the notification of assignment or Subcontract as required by Part III, Section 4, of this Contract.

Section 5: Definitions of Key Terms

The terms below shall have the following meanings when used in this Contract:

ACT: The Workforce Innovation and Opportunity Act (WIOA) is Public Law 113, 128 -July 22, 2014. The purpose of the Act is to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation.

ADMINISTRATIVE ENTITY: The organization designated to administer a Workforce Innovation and Opportunity Act activities plan pursuant to the Act; in this case, SLPG.

ADMINISTRATIVE COSTS: All direct and indirect costs associated with the management of the program.

Indirect administrative costs which represent the general management and support functions of an organization. Included are salaries, fringe benefits and related materials, supplies, equipment, office space, staff training, and travel of personnel engaged in executive, fiscal, personnel, legal, audit, procurement, data processing, communications, maintenance, and similar functions. Direct administrative costs which are comprised of goods and services which neither contribute to the general management and support functions of an organization, nor directly and immediately affect participants. Included are salaries, fringe benefits, and related materials, supplies, equipment, space, utilities, travel, and all costs of clerical personnel of direct program administrative positions such as supervisors, program analysts, labor market analysts, and program directors.

ADVANCE PAYMENT: It is not the policy of SLPG to make advance payments.

APPLICANT: An individual who applies for services under the Act. For WIOA funded programs, an applicant remains an applicant until the provisions for “participant” have been met.

CHIEF ELECTED OFFICIAL: A Chief Elected Official is an elected Parish President who serves as the CEO for the Local Workforce Development Area.

CONTRACTOR: The party designated in this Contract who is to provide the training and/or services herein.

CUSTOMER: A person who utilizes a one-stop center for general services but does not receive staff assisted services. (i.e. uses fax machine or telephone)

DEOBLIGATION: The action by which the SLPG shall unilaterally withdraw and/or reduce part or all of any contracted funds from the Contractor.

DISLOCATED WORKER: Refers to Dislocated Workers assistance under the Workforce Innovation and Opportunity Act (WIOA) of 2014. This legislation provides employment and training services to persons experiencing employment dislocation because of downturns in local labor market conditions and/or structural shifts in the general economy.

DISBURSEMENTS: Those funds disbursed to Contractor by the SLPG pursuant to this Contract.

ENROLLMENT: The point at which the Contractor assigns an applicant to a program activity after verification and approval of eligibility.

LOUISIANA WORKFORCE COMMISSION (LWC) The state agency which will operate the integrated workforce development system through the consolidation of job training, employment, employment related education programs, and other services.

LWDB #40: Local Workforce Development Board #40 for Workforce Development Area #40, LWDA #40 administers the Workforce Innovation and Opportunity Act in the Acadiana area, provides policy, guidance for and exercise oversight with respect to the activities under WIOA. (LWDA #40); includes parishes of Acadia, Evangeline, Iberia, Lafayette, St. Landry, St. Martin, St. Mary, and Vermilion.

OUTREACH: Activity which involves the collection, publication, and dissemination of information on program services directed toward possible WIOA participants. It is an active effort by program staff to encourage individuals in designated areas to avail themselves of program services.

PARTICIPANT: An individual who: 1) is determined and certified eligible for the WIOA program; 2) has been provided an Objective assessment; and, 3) is receiving program-funded employment, training, retention, or other services.

PAYMENT SCHEDULES: Contractor shall submit monthly invoices to SLPG to receive reimbursement for allowed expenditures. Submission of supporting documentation will be provided as requested by SLPG.

PERFORMANCE STANDARDS: Goals stated in the Contract established in consideration of the standards set by the U.S. Department of Labor for each Local Workforce Development Area. Sanctions or incentives are issued based on attainment of such performance standards by the Administrative Entity.

PROGRAM: The training to be provided hereunder.

REGS OR REGULATIONS: Those rules, regulations, and their amendments, promulgated by the United States Department of Labor (DOL) or the Louisiana Workforce Commission and other specific funding sources made available to SLPG through LWC.

STATE: Means Louisiana Workforce Commission (also called "LWC") and/or the Governor of the State of Louisiana.

SUPPORTIVE SERVICES: Services following an individual's assessment which are determined to be necessary to enable an individual eligible for program services under WIOA, but who cannot afford to pay for such services. Supportive services may include transportation, childcare, counseling, and other reasonable expenses required for participant to obtain and/or maintain employment.

YOUTH: WIOA programs shall provide comprehensive educational and employment preparation services to eligible low income youth ages fourteen (14) to twenty-one (21) for In-School Youth and eligible youth ages sixteen (16) to twenty-four (24) for Out-of-School Youth.

TERMS NOT PARTICULARLY DEFINED above or elsewhere in this document shall be construed as defined in the Act, Regulations, and any amendments pursuant thereto; state policy/issuances; other applicable laws; or such usage as is commonly accepted by funding agencies and Local Workforce Boards.

PART II: GENERAL PROGRAM SERVICES

Section 1. Program Components

A. Purpose

The workforce services to be provided shall be in accordance with the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128, enacted July 22, 2014. As the first legislative reform of the public workforce system in more than 15 years, WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA authorizes the Job Corps, Youth Build, and Migrant and Seasonal Farmworker programs, in addition to the core programs. WIOA is designed to strengthen and improve the nation's public workforce system and help put Americans back to work.

The purpose of this Contract is to provide One-Stop Operator (Operator) services under WIOA 20 CFR § 678.620 Regulations consistent with this Contract, the Contractor's proposal, and all laws, regulations, policies, and guidance relevant to the Workforce Innovation and Opportunity Act (WIOA). The Contractor's proposal is hereby made a part of this Contract and Contractor agrees to be bound by the Contract. The goal for the Contractor is to achieve performance goals consistent with the Workforce Innovation and Opportunity Act (WIOA) Regulations.

B. Responsibilities

Oversee management of job centers and service delivery including, but not limited to these activities:

1. Integration of available services and coordination of programs
2. Strategic planning and oversight of the delivery of workforce services
3. Evaluate performance and implement required actions to meet performance standards
4. Evaluate various customer experiences (including but not limited to employers, jobseekers, and partner staff)
5. Ensure coordination of partner programs
6. Act as liaison with the LWDB 40 and One-Stop Center
7. Define and provide means to meet common operational needs (e.g., training, technical assistance, additional resources, etc.)
8. Oversee full implementation and usage of all State systems by all local areas

9. Design the integration of systems and coordination of services for all parish sites and partners
10. Manage fiscal responsibility for the sites
11. Manage multiple levels of coordination and communication
12. Plan and report responsibilities
13. Facilitate the sharing and maintenance of data; primarily the job center sites, with emphasis on the state system.
14. Provide operational oversight of the American Job Center activities and services, including delivery of employment and training services to youth, adults, dislocated workers.

C. Monitoring

1. Contractor agrees and understands that SLPG shall, from time to time, without advance notice, and at any time, visit the job center premises to monitor the Contractor for compliance, financial management, and performance in accordance with the terms and conditions of this Contract. The monitoring process may include an analysis of program data in the MIS System, or provided by the Contractor, to assess Contractor's performance. In this regard Contractor shall, with allowable funds provided under this Contract, or at its own costs upon demand, provide SLPG with any and all data, documents, or information requested, and shall in all respects immediately and diligently cooperate with SLPG.
2. SLPG will present to the Contractor its monitoring report containing all identified management and compliance findings, recommendations, and, if applicable, required corrective action(s).
3. Contractor shall respond in writing within ten(10) working days from the date of receipt of the Monitoring Report and shall immediately implement all corrective actions required and/or recommended and any and all specific detailed procedures and actions to preclude any recurrence of the practices, discrepancies, and irregularities as specified in the Monitoring Report.
4. Upon Contractor's written request, and subject to staff availability, SLPG may provide technical assistance to Contractor to correct the deficiencies noted in the Monitoring Report. The Monitoring and Quality Assurance Unit shall conduct follow-up visits to review deficiencies and to assess the efforts made to correct them. If such deficiencies persist, SLPG may suspend or terminate the Contract, depending on the seriousness of the deficiencies.

D. Technical Assistance and Policy Guidance

1. SLPG may, in its sole discretion, provide to the Contractor technical assistance and policy guidance it feels is necessary and appropriate. Upon notice of such actions, Contractor shall cooperate fully and not impede or oppose the giving of such technical assistance. Failure to cooperate shall be an independent basis for termination of this Contract by SLPG.
2. SLPG may schedule technical assistance, training, or other meetings to disseminate information, policy, etc. Contractor shall ensure that all appropriate staff and staff specified by SLPG attend such meetings. Additionally, upon written request from Contractor, SLPG may provide technical assistance. In any event, whether SLPG does or does not provide technical assistance, Contractor shall not be released or exempt from satisfying all its Contractual obligations.

Section 2. Contractor Responsibilities

A. Outreach and Recruitment

Contractor is responsible for ensuring service providers and partners identify and certify eligible participants that are served at the job centers in the eight designated parishes.

B. Acknowledgement of Funding Source/Equal Opportunity

Contractor shall give credit to SLPG and acknowledge compliance with nondiscrimination and equal opportunity laws, in all outreach, recruitment activities and materials, including all oral presentations, written documents, publicity, and advertisements regarding any SLPG funded activity. All outreach materials and publications must include the Equal Opportunity tagline as well as the "Proud Partner of the American Job Center". When issuing statements, requests for proposals, bid solicitations, and other documents describing activities funded under this Contract, Contractor shall state the percentage of the total costs of the program or project which will be financed by WIOA and SLPG. Contractor shall not use such language as "free" or "at no cost" in advertising and/or outreach efforts. The Contractor shall submit all materials to SLPG for prior approval.

C. Pre-screening, Eligibility Certification & Enrollment

Contractor shall work with service providers to ensure:

1. Pre-screen all applicants prior to providing services. WIOA funds may be used to provide these services.
2. Provide services only to those individuals certified who are WIOA eligible, enrolled in WIOA programs and services, and selected for participation in the program.
3. Prepare and submit required documentation, or any other appropriate forms, in accordance with SLPG procedure.
4. Ensure that all participants served under this Contract participate in an orientation session conducted by the Contractor's staff concerning program and Contractor goals, WIOA funding sources, and participant conditions, service choices, and other WIOA rules and regulations.

D. Standards of Work/Quality of Services

Contractor agrees and understands that the performance of work and services in the job centers pursuant to the requirements of this Contract shall conform to the highest possible professional standards in every phase of the conduct of its work, including but not limited to the following requirements:

1. Staffing personnel and program equipment assets must always be maintained at the level proposed, negotiated, or contracted for herein. Any deviation from these requirements beyond seven (7) calendar days must be reported to SLPG. SLPG reserves the unconditional right to renegotiate the contract if the deviation continues for more than ten (10) calendar days from the date said deviation first occurred.
2. Significant changes in staffing levels and/or positions shall promptly be reported to SLPG for review and are subject to SLPG approval at its sole discretion. Changes

deemed significant are those having a material and/or damaging effect on contract performance and/or quality of services.

3. Equipment used by Contractor to train participants shall be “state of the art”, or if not, equipment that is the type currently used by local employers, in optimal condition, and subject to approval by SLPG.
4. Any books, tools, and uniforms purchased with funds derived in any manner from this Contract may be provided to participants successfully completing training or placed into unsubsidized employment. Where these books, tools, and uniforms, etc. are not provided to participants, including those completing training and who are not placed into unsubsidized employment, such books, tools and uniforms shall be, whenever possible, recycled and used by other participants under this Contract, or be subject to return to SLPG on or before the expiration of this Contract. A record of the reuse of said property, tools, etc. shall be maintained and SLPG shall not be billed again for the reuse of said property.

E. Performance/Outcomes

SLPG will assess performance against the WIOA statute and regulations. The basic framework of WIOA performance measures include these primary indicators:

1. Employment Rate 2nd Quarter After Exit - The percentage of participants who are in unsubsidized employment during the second quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit)

Title I Youth Education and Employment Rate – 2nd Quarter After Exit - The percentage of Title I Youth program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.

2. Employment Rate – 4th Quarter After Exit - The percentage of participants who are in unsubsidized employment during the fourth quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit)

Title I Youth Education and Employment Rate – 4th Quarter After Exit - The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.

3. Median Earnings – 2nd Quarter After Exit - The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program
4. Credential Attainment - The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program

5. Measurable Skill Gains - The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:
 - a) Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level.
 - b) Documented attainment of a secondary school diploma or its recognized equivalent.
 - c) Secondary or postsecondary transcript or report card for enough credit hours that shows a participant is meeting the State unit's academic standards.
 - d) Satisfactory or better progress report towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training.
 - e) Successful passage of an exam that is required for an occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

Section 3. General Contractor Administrative Provisions

A. Timely Performance

Time is considered by the parties hereto to be of the essence in the performance of Contractor's obligations. Failure to perform agreed upon activities in the time frames specified may result in sanctions including renegotiation of the contract and/or designation as a "high risk" contractor.

B. Reporting Requirements

1. Recordkeeping – Contractor shall keep adequate fiscal records to reflect at a minimum: all revenues and expenditures; supporting documentation to justify all costs and cost allocations to cost categories, subcontracted services, allocation of costs, shared across separate contracts and or programs; which provide details of expenditures consistent with those negotiated and agreed upon in Attachment B, Contract Budget.
2. Monthly Financial Reports – Contractor shall submit, according to SLPG instructions, monthly financial reports covering performance payments and/or financial expenditures incurred during the previous month.
3. MIS Reports – SLPG shall make available to Contractor MIS Reports to include but not be limited to, Performance Reports, Participant Status Reports, Active and Termination Lists, etc. These reports shall be used to monitor performance.
4. Demand and Other Reports – Contractor shall submit, within ten (10) calendar days of the SLPG request(s), any reports, data, information, and/or documentation so

requested. Failure to provide the requested/required information, or to submit any and all requested or required reports may result in the withholding of payment(s) otherwise due or to become due under this Contract until the Contractor complies with the request(s).

C. Change in Condition

Contractor shall immediately notify SLPG in writing of any material change in Contractor's financial or other condition which could significantly affect Contractor's ability to comply with any provision or meet any objective of this Contract.

D. Monitoring

Contractor agrees to and understands that to ensure compliance with all applicable SLPG policies and procedures and Contract obligations, it will be responsible for self-monitoring and self-evaluation of all activities conducted under this Contract, and maintaining related documentation for review by SLPG or any of its designees.

E. Documentation of Activities and Services

Contractor shall document participant activity and services provided in accordance with the Statement of Work, Attachment "A", of this Contract. Participant progress through services provided hereunder shall be measured, evaluated, and documented by Contractor and made available for monitoring, inspection, or audit by SLPG staff or any of its designees.

F. Fiscal Responsibility

1. Contractor shall establish and maintain fiscal controls and fund accountability in accordance with recognized and generally accepted accounting principles (GAAP), to ensure compliance with the WIOA Rules and Regulations, Federal, State or SLPG policies, and the reporting and record keeping requirement of this Contract.
2. Contractor shall use qualified personnel for the preparation and maintenance of all fiscal records to ensure compliance with the requirements described, above, and upon Contract execution identify said personnel. Contractor shall attend required orientation, training, and any other called meetings. All fiscal reports/requests for payment shall be prepared by and submitted by said personnel. Failure to comply with the requirements of this Subsection F, shall be deemed a breach of this Contract and may subject the Contract to termination.

G. Retention and Accessibility of Records

1. Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. Contractor shall, for all activities under this Contract, maintain a recordkeeping system for all activities based on the retention and custodial requirements for records referenced in the WIOA Regulations. Contractor is expected to be familiar with federal and state WIOA rules, codes, and governing regulations.
2. Contractor shall retain all fiscal records and supporting documents for a minimum of three years after final contract closeout.
3. Contractor shall give SLPG, the Louisiana Workforce Commission, the United States Department of Labor, the Auditor of the State of Louisiana, other state and federal

auditing agencies, or any of their duly authorized representatives, access to and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records in a form pertaining to this Contract, from Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M. Such rights to access shall continue as long as the records are retained by the Contractor. Contractor shall permit and cooperate with any examination conducted pursuant to this Section. This right also includes timely and reasonable access to Contractor's and subcontractor personnel for the purpose of interview and discussion related to such documents. Contractor agrees to relinquish possession of any such documents or records upon SLPG's written request.

4. Contractor at its sole cost shall maintain all records pertinent to this Contract, including financial, statistical, property, participant records, and supporting documentation for the required three (3) years retention period or beyond if any litigation, audit or claim is begun, in which case such records shall be retained until any outstanding litigation, audit, or claim has been resolved to SLPG satisfaction. At the end of such period Contractor shall request specific authorization to destroy all pertinent records. In the event of termination of the contractual relationship between Contractor and SLPG, the SLPG shall have the right to take responsibility for maintenance and retention of the records of a Contractor which it determines, in its sole discretion, is unable to retain them in a satisfactory manner. In such a case, all such records shall be transmitted to SLPG, in an orderly fashion, in boxes suitable for acceptance with documents properly labeled and filed, and/or on an approved digital data storage device.
5. Contractor shall implement and maintain an information security system for all records and supporting documentation, with attention to safeguarding confidential data (participant, personnel, financial, etc.).

H. Procurement

1. Contractor shall procure all property, equipment, supplies and services, including those provided through subcontractors, in a non-discriminatory manner and in compliance with all state, federal rules and regulations.
2. Contractors who use SLPG funds to purchase non-expendable personal property, including lease/purchase of equipment, with a Unit Acquisition Cost of Five Hundred Dollars (\$500) or more must submit a written request for review and concurrence prior to purchase. If approved by SLPG, Contractor must report such acquisition within five(5) working days of the date of receipt of such property.
3. Approval of Budget or Payment Schedule of this Contract shall not constitute written or prior approval for purchase under Subsection H, 2. above.

I. Audit Requirements

Unless otherwise directed, Contractor shall arrange for the performance of a financial and compliance audit of funds received under this Contract, subject to the following conditions and limitations:

1. Such audit shall be conducted in accordance with applicable auditing standards issued by the Comptroller General of the United States, applicable State audit provisions and/or such other audit requirements that may be imposed by SLPG.

2. All audits performed are subject to review and resolution by SLPG or its authorized representative(s). Contractor understands and agrees that it shall be subject to sanctions imposed, including, but not limited, to repayment from non-federal funds of any disallowed costs resulting from any audit of funds received under this contract, pursuant to the Federal and State rules and regulations, the LWC, WIOA audit requirements, and the SLPG policies.
3. The U.S. Comptroller General, U.S. DOL, LWC, the SLPG, or their assigned designee, reserve the right to conduct or cause to be conducted an independent audit or all funds received under this Contract; such audit may be performed by SLPG fiscal staff, a certified public accountant firm, or other auditors as designated by the auditing agency of SLPG.
4. Contractor agrees to accept any sanctions imposed because of the final determination of final state action, pursuant to the Federal and State rules and regulations, the LWC financial compliance, WIOA regulations, and SLPG policy. Disallowed costs shall be repaid to the SLPG out of non-federal funds.
5. Contractor and/or auditors performing monitoring or audits of Contractor or its subcontractors shall immediately report any incidents of fraud, abuse, or other criminal activity in relation to the provisions of this Contract.
6. A management letter issued by Contractor's auditors, in conjunction with an audit of federal funds shall accompany the audit report submitted to SLPG. The report must be submitted no later than thirty (30) days after audit completion or nine (9) months after the fiscal year end, whichever is sooner.

J. Notice of Legal Action Against Contractor

Contractor shall immediately notify SLPG in writing of any action or suits filed and of any claims made against SLPG, Contractor, or any of the parties involved in the implementation, administration, and operation of the programs funded through this, or any other Contract which may in any manner whatsoever, directly or indirectly, affect or concern the WIOA program being operated with these funds, or any of the parties designated herein.

K. Travel/Per-diem

SLPG may reimburse Contractor for travel and subsistence costs or expense in accordance with Regulations, LWC, Federal and applicable state policy. SLPG shall not reimburse those costs and expenses determined to constitute entertainment costs and related expenses.

L. Continuous Improvement Process

Contractor will cooperate with SLPG efforts to provide timely and accurate customer feedback for use in evaluation and continuous improvement of the service delivery system.

Section 4. Contract Performance and Contractor Responsibilities

Pursuant to the applicable authorities cited in Part I, Section D of this Contract, and as otherwise contained in this Section 4, Contractor shall, in compliance with terms and conditions required by this Contract, provide the operational services in accordance with the program-specific provisions set forth in the Attachment A, "Statement of Work" and the other

Attachments described below, which are hereby made a part of this Contract, as though written herein verbatim, and constitute promised performances by Contractor under this Contract. In the event of any inconsistency among or between the Attachments herein specified and Part I of this Contract, SLPG in its sole discretion shall determine that which shall be appropriate, applicable, and enforced.

A. Statement of Work (Attachment A)

Contractor shall operate a WIOA program which includes but is not limited to services described in Attachment "A", "Statement of Work" attached to and hereby made a part of this Contract. The original proposal which describes these services is incorporated into this Contract by reference, except where modified by Attachment A and B of this Contract.

B. Budget or Payment Schedule (Attachment B)

SLPG shall provide Contractor funds for performance under this Contract in the amount not to exceed **\$ 1,442,671.75** as specified below and in the "Cost Reimbursement Budget", which is attached hereto as Attachment "B" and is hereby made a part of this Contract.

1. Cost Reimbursement – These funds shall be used to reimburse only allowable costs and actual expenditures properly incurred by the Contractor in rendering performance in accordance with the terms of this Contract and the "Cost Reimbursement Budget", Attachment "B".
2. Profit – Profit is not an allowable use of grant funds.
3. Disallowed Costs – Contractor acknowledges that certain of its costs or performance earnings, even though actually paid by SLPG initially, may later be "disallowed" by SLPG, State and/or Federal government and shall be returned upon request, or other funds due Contractor may be reduced to recoup any or all of such "disallowed" costs from non-federal funds.

C. Participants to be Served and Contract Performance Goals

Contractor shall provide services in compliance with the participant service levels and characteristics, performance and positive termination goals, and activities set forth as part of this Contract in Attachment A.

PART III: METHOD AND TIME OF PAYMENT

Section 1. Method and Source of Payments

The method of payment of services rendered under this Contract shall be cost reimbursement in accordance with Attachment "B" of this contract and shall not exceed the amount specified in Part II, Section 4.B. Such payments shall be made:

- a) only from grant funds made available to SLPG by the State of Louisiana or Department of Labor;
- b) in installments for actual costs properly incurred for performance of actual services performed as specified in Attachment "A", "Statement of Work", and expressly conditioned upon continuation of the Grant and upon approval of such payments by SLPG;
- c) under cost reimbursement, based on Contractor's actual and allowable expenditures, and where those costs and expenditures are in compliance with Attachment "B",

- “Budget”, the applicable principles and standards set forth in Federal and State Rules and Regulations, WIOA Regulations, and SLPG policy;
- d) directly to Contractor; and
 - e) for Requests for Payment properly submitted and no later than twenty (20) calendar days after termination of the Contract.

Section 2. Request for Payment

A. Cost Reimbursement Contracts

Contractor shall submit requests for reimbursement based on its actual and allowable expenditures for the period payment is being requested. Said request shall, as may be required, be accompanied by either a detailed list of expenditures, or monthly financial report, and documentation for which reimbursement is being requested.

B. Requests for Payment/Payment Due Dates

Requests for payment shall be submitted and paid in accordance with SLPG policy. By the 15th of the month, the Contractor shall submit a monthly request for reimbursement based on its actual and allowable expenditures for the period. The request should include but not limited to a general ledger, financial report, timesheets, and current invoices. Invoices will not be accepted with a due date after 60 days.

Section 3. Withholding and Recapture of Payment

A. Withholding of Payment

If Contractor fails to satisfactorily render performance under this Contract or otherwise submit financial and/or other reports as required by all the terms of this Contract, SLPG may withhold payments) otherwise due Contractor hereunder. If SLPG withholds such payments, it shall notify Contractor of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by SLPG until such time as the delinquent obligations and/or requirements for which funds are withheld are fulfilled by Contractor. Contractor hereby indemnifies and holds SLPG harmless from any and all claims or assessments related thereto. Notwithstanding any exercise by SLPG of its right of early termination pursuant to Part IV. Section 1, Contractor shall not be relieved of any liability to SLPG for damages due to SLPG from Contractor as determined by SLPG. Any payment deemed to be unallowable shall be deducted from subsequent payments.

B. Recapture of Payment

SLPG shall retain the right to recover funds after fully considering the recommendation of independent auditors on disallowed costs/payments resulting from any audit or other financial review. Further, notwithstanding any exercise of termination by SLPG, Contractor shall remain liable for any breach of Contract, and SLPG may withhold payments requested until such time as any damages due SLPG have been determined, and may offset any amounts due Contractor by mutual agreement or as required to ensure full compliance by Contractor on all of the terms of this Contract.

C. Recapture of Excess Payment

Any payment by SLPG to Contractor in excess of the approved, actual, and allowed profit and/or in excess of the approved, actual, and allowable expenditures incurred by

Contractor as a result of activities specified within this Contract, shall be reported and returned to SLPG along with the closeout report required in Part IV, Section 2.

Section 4. Unilateral Budgetary Adjustments

- A. The SLPG shall not be liable to Contractor for payment under this Contract which exceed the amounts specified in Part II, Section 4, B, except as described hereinbelow. SLPG, from time to time, may provide written notification to Contractor in the form of a letter contract, unilateral amendment, or a bilaterally executed Contract amendment which shall serve to obligate additional funds under this Contract.
- B. Contractor expressly agrees and understands that SLPG does not have ultimate control over its state and federal funding sources, and that sudden changes may occur in relation thereto, and therefore amounts otherwise to be set aside to Contractor may suddenly and unilaterally be reduced if the SLPG does not receive the amount of funding from the Louisiana Workforce Commission that it had anticipated, or if for any other reason, SLPG determines in its sole discretion, that budgetary changes are needed or desirable in order for SLPG to successfully carry out its overall programmatic objectives. In this regard, SLPG also reserves the right to deobligate, reduce, or cancel Contract funding (as specified in Part V, below) whenever SLPG determines, in its sole discretion, that such budgetary changes are needed or desirable. Additionally, even though Contracts are awarded in amounts "not to exceed" the dollar figures specified in Contract and Attachment B., SLPG reserves the right to increase Contract amounts subject to Contractor acceptance if funds become available and if it is in the best interest of SLPG. In such cases, no additional solicitation of proposals will be necessary.
- C. Any determination to obligate or deobligate funds shall be made by SLPG in its sole discretion, based upon factors including, but not limited to, the status of funding under grants to SLPG from the LWC, the existence of questioned or disallowed WIOA costs incurred by Contractor, or a rate of utilization of funds or performance not consistent with Attachments "B", of this Contract.
- D. Such notification(s)/amendments, if any, will specify SLPG maximum obligations to Contractor and the effective date of such notification/amendment.

Section 5. Sanctions or Remedial Measures

- A. Failure of Contractor to comply with any provision of this Contract, with the attached Statement of Work, with any applicable federal or state laws and regulations, issuances, guidance letters, policies or procedures may subject Contractor to sanctions and/or the U.S. DOL.
- B. Such sanctions and remedial measures shall include, but not be limited to, those specified in the attached Statement of Work, and SLPG policy on sanctions. This policy allows SLPG to take progressive measures, such as reallocation of funds and other adverse action, if Contractor fails to meet performance standards required in the Contract.
- C. Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to the applicable federal or state laws and regulations governing the program services which are the subject of this Contract.

PART IV: LIMITATION ON LIABILITY

Section 1. Measure of Liability

- A. In consideration of the full and satisfactory performance hereunder, SLPG shall solely be liable to the Contractor in an amount equal to performance payments earned, and/or the actual, costs incurred by Contractor in rendering such performance, and as applicable and agreed upon, subject to the following limitations:
- B. SLPG shall not be liable for any expenditures made by Contractor, or payment(s) made to the Contractor for performance rendered in violation of Federal and State laws, regulations, and rules or provisions of WIOA, or of other applicable specific funding source(s), or in violation of any other regulations and issuances currently or subsequently promulgated under any of the above, or as otherwise may be applicable.
- C. Except as otherwise specifically authorized by SLPG in writing, SLPG shall be liable to Contractor in accordance with Attachment "B" only for expenditures made in compliance with the terms of this Contract and the cost principles and uniform administrative requirements set forth in the Regulations.
- D. SLPG shall not be liable to Contractor for costs incurred or performances rendered by Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audits required pursuant to Part II Section 3 of this Contract. Proposed close-out and audit costs shall be submitted to SLPG for prior written approval.
 - 1. SLPG shall not be liable for any allowable costs properly incurred by Contractor in the performance of this Contract which have not been billed to SLPG within twenty (20) calendar days following termination of this Contract.
 - 2. It is understood and agreed upon by the parties hereto that SLPG obligations under this Contract are contingent upon actual receipt of sufficient funds from the LWC to meet the SLPG liabilities hereunder, including but not limited to payment of damage claims to Contractor.
 - 3. Contractor understands and agrees that it shall be liable to repay to SLPG, within twenty (20) calendar days of notice of repayment, any amounts expended under this Contract found not to be in accordance with Contract provisions, including, but not limited to, disallowed costs. Such repayment shall be from non-federal funds.
 - 4. SLPG shall have the right to reimbursement or to suspend payments to Contractor under this Contract, in whole or in part, to protect the integrity of WIOA funds or to ensure proper operation of programs. In case of such suspension of payments, Contractor shall be given prompt notice and the opportunity for a hearing in accordance with SLPG procedures.
 - 5. SLPG shall not be liable for costs or expenditures incurred by Contractor for any participant provided services under this contract unless participant(s) is determined eligible.

Section 2. Independent Contractor

In the execution of this Contract and rendering of services prescribed by this Contract:

- A. Contractor shall always maintain its independent status.

- B. No provision of this Contract, act of Contractor in the performance of this Contract, or act of SLPG in the performance of this Contract, shall be construed as making Contractor the agent, servant, or employee of SLPG.
- C. Except as designated in writing by SLPG, employees of Contractor are not employees of SLPG since 1) employees are subject to exclusive control and supervision of Contractor; and 2) Contractor is solely responsible for personnel, payrolls and claims arising therefrom.

Section 3. Indemnification

- A. When Contractor is a governmental entity, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- B. Contractor, if a non-governmental entity, agrees to the extent permitted by law, to indemnify and hold harmless the U.S. DOL, LWC, SLPG, and any Director, employee, or agent of these agencies: 1) from any and all claims, and material losses accruing or resulting to Contractor, and to any and all subcontractors, persons, laborers, and any other persons firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by Contractor in the performance of this Contract; and 2) against liability, including costs, for infringement of any United States patent arising out of the manufacture or delivery, use or disposal by or for the SLPG, of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract. Contractor shall report promptly and in reasonably written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which Contractor has knowledge.
- C. In the event of any claim or suit against SLPG or the LWC on account of any alleged patent or copyright infringement arising out of the performance of this Contract, Contractor shall furnish to SLPG and/or the LWC, when requested, all evidence and information in possession of Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of SLPG or the LWC except where Contractor has agreed to indemnify SLPG or the LWC.

Section 4. Assignment/Subcontracting

- A. Contractor shall, prior to assigning or subcontracting any provision of this Contract, ensure that written notice has been provided to SLPG. No assignment or subcontract shall be considered binding without such prior written notice and approval by SLPG.
- B. In selecting subcontractors hereunder, Contractor shall utilize applicable procurement procedures referenced in the OMB Information Control Number (ICR) 1205-461 for the ETA-9130 Financial Reports. April 13, 2016 or LWC Financial Management Guide.
- C. Any of the work or services specified in this Contract which shall be performed by other than Contractor shall be evidenced by a written contract specifying the terms and conditions of such performance. Contractor shall maintain and adhere to an appropriate system, consistent with federal, state, and local laws, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- D. Contractor, in assigning or subcontracting any of the performances hereunder, expressly understands that in entering such subcontracts SLPG is in no way liable to Contractor's subcontractor(s) or assignee(s).

- E. Contractor must execute and maintain on file a non-financial memorandum of understanding with all other agencies/entities to which the Contractor refers participants for services whether a subcontractor agreement exists or not.

PART V: CONTRACT CESSATION AND AMENDMENT

Section 1. Termination

Contractor acknowledges that this Contract may be terminated by SLPG under the following circumstances:

A. Termination for Cause

1. SLPG may terminate this Contract, in whole or in part, at any time for breach of any term, condition, and obligation of the Contract by the Contractor, whereupon all compensation to Contractor under this Contract shall cease pending completion of a final Contract Closeout Report and any closing audit required by SLPG. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
2. Any of the following actions may, among other types of actions, constitute cause for termination by SLPG:
 - a. if Contractor, its employees, agents, or any of its representatives has committed any fraud or made any false statement to SLPG in connection with this contract, or has committed fraud or made any false statement in connection with any state or federally funded/assisted contract or program;
 - b. if Contractor fails to perform its obligations in a timely and proper manner or violates any obligation under this contract or under any other contract funded/assisted by SLPG under WIOA;
 - c. if Contractor has demonstrated any intention not to perform, or to violate any obligation, under this contract or any other contract funded/assisted by SLPG under LWC funding;
 - d. if Contractor fails to take corrective action requested by SLPG related to program services.
3. SLPG shall have the right, at its option, to either temporarily suspend or permanently terminate this Contract, if there is a material dispute at any time during the Contract period as to the legal authority of either Contractor or the person signing the Contract to enter into this Contract. Contractor shall be solely liable for any money it has received and/or expended for performance under this Contract, if SLPG has suspended or terminated this Contract for the reasons enumerated in this Section 1. A. above.
4. In the event of such Termination for Cause, Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever event occurs first.

B. Termination for Convenience

1. SLPG reserves the right to terminate this Contract for convenience, in whole or in part, at any time it determines that continuation of the activity or program(s) funded by this Contract would not produce beneficial results commensurate with further expenditure of WIOA funds, or when it is in the best interest of SLPG. In case of such termination for convenience, termination shall not be effective less than ten (10) working days after receipt by Contractor of written notice thereof by SLPG.

2. In the event that SLPG unilaterally elects to terminate this Contract and if, at the time of such termination, Contractor is not in material breach of its obligations hereunder, Contractor may request payment from SLPG, in accordance with the terms and conditions of this Contract for any performance objective achieved, properly documented and verified, or any allowable WIOA expense(s) which Contractor may reasonably have incurred up to the date of termination. SLPG shall consider, but shall not be required to honor, such request should funds not be available for any reason.

C. Contractor Termination of Contract

In the event Contractor is unable to perform its obligations under this Contract, the Termination and Closeout procedures described in this Part IV, shall govern, and Contractor shall send a written notice of such non-performance postmarked no less than twenty (20) calendar days prior to the effective date of such proposed action. SLPG shall have the right to voluntarily terminate the Contract or to seek such legal remedies as may be in the best interest of SLPG.

Termination of the contract by the Contractor: The Contractor may cancel this Contract by giving thirty (30) calendar days written notice to SLPG and the Workforce Board, said cancellation to be effective not less than the 30th calendar day after notice is given.

D. Action Prior to Termination

Notwithstanding Part IV, Section 1, A.4., above, SLPG prior to sending its written Notice of Termination to Contractor under (A) or (B) above, may, but is not required to, notify Contractor in writing of the stated reasons for such termination. In its sole discretion SLPG may notify Contractor of intent to terminate said Contract only if such violation or default is not corrected, and that SLPG will allow Contractor seven (7) calendar days therefrom to correct such violation. On the other hand, SLPG is not obligated to give Contractor an opportunity to cure the breach of Contract and may terminate said Contract under Subsection A. or B. above with no right to cure offered to Contractor.

E. Termination Procedures

After receipt of a Notice of Termination and except as otherwise directed by SLPG, Contractor shall:

1. Not incur any further costs related to this Contract and shall stop work under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated and only with prior written approval from SLPG.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
5. Take such action as may be necessary, or as SLPG may direct, for the protection and preservation of the property related to this Contract which is in possession of Contractor and in which SLPG has or may acquire an interest.
6. Cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items.
7. At its sole cost, take such action as may be necessary or as SLPG may direct for the protection, preservation, and transfer of all WIOA records, documents, reports, data, etc., under this Contract to SLPG without delay and in accordance with SLPG

instructions; Contractor shall not remove, destroy, or alter any such Contract materials without prior written permission of SLPG.

Section 2. Close out Procedures

Contractor by and through its accountant(s) shall submit a close-out Report to include financial, performance and other reports required by SLPG for final closeout of the Contract agreement within twenty (20) calendar days of the Contract completion date, unless specifically waived in writing. Such report shall include a full accounting of all WIOA funds expended and/or received under the terms of this Contract, in accordance with the SLPG procedures. Non-receipt of the Close-out Report by the specified due date may result in cancellation of, or withholding of, funds for any current or future contracts.

Section 3. Suspension

In lieu of termination SLPG may, at its sole discretion, immediately suspend the Contract with written notice, in whole or in part, pending corrective action pursuant to Part II Section 1. H., above, or pending decision to terminate pursuant to Part V, Section 1 above, or pending funds availability pursuant to Part III, Section 6, above.

Section 4. Contract Amendments

A. Unilateral Amendments

1. In the event of termination, suspension or reduction of any of the State or Federal funds under which this Contract is funded, this Contract shall be reduced to the level of funds available, or suspended until further notice, or may be terminated by SLPG.
2. Unilateral modification by SLPG of any of the terms of this Contract may occur in cases of material changes in the financial or other condition of the Contractor, non-compliance, unreasonable delays, non-performance, or under-performance on the part of the Contractor in fulfilling its obligations under this Contract.
3. SLPG shall monitor the Contractor on a regular basis against the Statement of Work, Budget or Payment Schedule, Participants to be Served, and Contract Performance Goals, as stated in this Contract and included as Attachments A and B to this Contract. Contractor agrees under-performance as defined in the SLPG Deobligation Policy shall constitute automatic consent or unilateral reduction of Contract funds to the level of actual performance. A copy of such unilateral modification shall be given to the Contractor.
4. It is expressly understood and agreed by the parties hereto that at all times this Contract must be in compliance with the rules and interpretations for the WIOA Regulations and Rules as determined by the United States Department of Labor, the Louisiana Workforce Commission, and/or SLPG; and that unilateral amendments, changes, interpretations, and clarifications of terms central to this Contract may be made by SLPG throughout the Contract period in order to ensure full compliance with all applicable laws and regulations governing this program.
5. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law, or by regulation.

6. In order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performances under this contract may be amended in the following manner: DOL and/or LWC, from time to time during the period of performance of this contract, may issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. After a period of no less than 30 days subsequent to written notice, such policy directives shall have the effect of qualifying the terms of this contract and shall be binding upon Contractor as if written herein, provided however that such policy directives shall not alter the terms of this contract so as to relieve the LWC or SLPG of any obligation specified in this contract to reimburse the SLPG or Contractor for costs properly incurred prior to the effective date of such policy directives.
7. Except as specifically provided by this Contract, any other alterations, additions, or deletions to the terms of this Contract shall be by modification hereto in writing and executed by both parties to this Contract.

PART VI: ASSURANCES AND CERTIFICATIONS

Section 1. Compliance with Law/Order of Precedence

In rendering performances hereunder, the Contractor shall comply with the requirements of Federal and State Rules and Regulations, the LWC, the WIOA and Regulations, or those of other specific funding source(s) for this Contract, and revisions/amendments to these Rules and Regulations, and with all other applicable Federal, State and local laws, Regulations and policies.

Section 2. Health and Safety Standards at Work/Training Facility

Contractor shall ensure compliance with applicable health and safety standards established under State and federal law, including the Occupational Safety and Health Act when applicable, or with other Regulations regarding working conditions of the SLPG funded employees of Contractor and of participants in programs under this Contract. Contractor shall provide written notification the SLPG of any incident of on-site injury or medical assistance to the SLPG funded staff or participant, within twenty-four (24) hours of occurrence of such incident.

Section 3. Grievances and Complaints

- A. Contractor shall establish and maintain a complaint procedure in accordance with the WIOA regulations, and state or local policy to resolve all complaints arising under programs funded by this Contract. In this regard, the Contractor shall notify SLPG in writing upon receipt of any such grievances or complaints filed and cooperate with the U.S. Department of Labor, LWC, and SLPG in the resolution of any conflict which may occur from the activities funded under this Contract.
- B. Contractor may utilize the complaint procedures of the LWC and/or SLPG for complaints arising under programs funded by this Contract.

Section 4. Use of Historically Under-utilized Businesses

Contractor covenants to make a good faith effort to contract with, or make purchases from, historically under-utilized (disadvantaged) businesses certified by the State of

Louisiana, as that term is defined by state law. Contractor shall maintain documentation of such good faith efforts.

Section 5. Political Activities; Lobbying Prohibited

A. Political Activities Prohibited

Contractor shall not permit any program funds provided under this Contract to be in any way or to any extent utilized in the conduct of political activities in contravention of Chapter 15 or Chapter 73 of Title 5, Part II, United States Code. Prohibited activities under this section include, but are not necessarily limited to the assignment of any participant by Contractor to work for or on behalf of a partisan political activity; or to participate in other partisan political activities such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.

B. Political Restrictions on Participants

Participants are not precluded from taking an active part in a political campaign outside of training hours, provided they do not identify themselves as spokesmen for any program funded under this Contract.

C. Political Restrictions on Employees

Contractor shall prevent persons whose principal employment is involved with an activity funded by the SLPG funding, during working hours paid by this Contract, from engaging in any political activity; soliciting funds for political purposes; or lobbying, publicizing support for political activity.

D. Restrictions on Lobbying

Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR Appendix A to Part 93 - Certification Regarding Lobbying. No funds provided under this Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or funding appropriation by Congress, or for lobbying with State or local legislators.

Section 6. Non-Labor Involvement

No funds shall be used in any way to assist, promote, oppose, or deter unionization

Section 7. Sectarian Involvement Prohibited

- A. Contractor and any subcontractor shall ensure that no funds under this Contract are used either directly or indirectly in the support of any religious activity, worship, or instruction.
- B. Places of religious worship such as a church or a chapel shall not be used as worksites for participants.

Section 8. Prevention of Fraud and Abuse

- A. Contractor shall establish and implement internal program management procedures sufficient to ensure that their employees, participants, and subcontractors are aware of the LWC Fraud and Program Abuse Hotline and that Hotline posters are displayed to

ensure maximum exposure to all persons associated with or having an interest in the programs or service provided under this Contract.

- B. Contractor is responsible for reporting to SLPG any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or the LWC rules, policies, and procedures. No later than five (5) working days from the date of discovery of any such act, SLPG must complete and submit an Incident Report regarding such act to the appropriate Federal or State investigating agency.
- C. Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all Incident Reports. Neither Contractor, SLPG, DOL nor the LWC shall retaliate against any person filing an Incident Report. Failure to comply with this Section may result in sanctions as outlined in previous section of this Contract.

Section 9. Confidentiality of Records

- A. Contractor shall maintain the confidentiality of any information, regarding program participants. Contractor shall not divulge such information without the written permission of the participant, except that such information which is necessary as determined by SLPG for purposes related to the performance or evaluation of the Contract may be divulged to SLPG or such other parties as they may designate having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the SLPG.
- B. Contractor must execute and maintain on file a non-financial memorandum of understanding with all other agencies to which the contractor refers participants for services whether a subcontractor relationship exists or not.

Section 10. Prevention of Conflicting Interests

- A. Conflict of Interest shall be avoided by both parties in compliance with 20 CFR § 678.620 and other Codes, Regulations, and Rules governing WIOA, for all issues within this Contract.
- B. Contractor will comply with the standards of conduct specified in this Contract for maintaining the integrity of the program and avoiding any conflict of interest in its operation.
- C. Contractor will implement policies governing employee, subcontractor or other pertinent partners conduct to avoid any conflict of interest in its operation.

Section 11. Program Participation

- A. Contractor agrees that participation in programs and activities financially assisted under the terms of this Contract shall be open to established residents of the Local Workforce Development Area who are citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- B. Contractor agrees that services provided under this Contract are to be provided to eligible persons as defined by Federal and State Rules and Regulations, the LWC, and other specific funding source(s) for this Contract and the SLPG plans for service delivery.

Section 12. Responsible Contractor

- A. Contractor guarantees that it is responsible and possesses the ability to perform successfully under the terms and conditions of this Contract, that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of this Contract and that it has the administrative capability and competence necessary to carry out the terms and conditions of this Contract exactly as specified. Additionally, the Contractor assures SLPG that its performance under the terms and conditions of this Contract will be in accordance with highest integrity and business ethics. If SLPG determines at its sole discretion that the Contractor is not responsible, that it does not possess the administrative, financial, and technical resources and capabilities necessary to successfully perform under the terms and conditions of this Contract, it may terminate this Contract.

- B. SLPG, in its sole discretion, may deem the Contractor a “high risk” if there is serious question or issue regarding the Contractor’s administrative, financial, or technical capability in meeting the terms and conditions of this Contract. This may occur if the Contractor: 1) has a history of unsatisfactory performance, or 2) is not financially stable, or 3) has a management system which does not meet management standards as determined by SLPG, or 4) has not conformed to terms and conditions of previous awards, or 5) is otherwise not responsible as determined by SLPG. In such event, SLPG may establish and impose upon Contractor any special conditions and/or restrictions it deems, in its sole discretion, appropriate and necessary for the duration of the Contract period or until such time as the “high risk” status is removed by SLPG.

Section 13. Equal Opportunity Compliance and Assurance.

- A. The conduct of the parties to this Contract shall be in accordance with the provisions of the following laws, as they may apply to the specific program or activity under this Contract:
 - Title VII of the Civil Rights Act of 1964
 - Title I and Title V of the Americans with Disabilities Act of 1990
 - The Age Discrimination in Employment Act of 1967
 - Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended
 - Title II of the Genetic Information Nondiscrimination Act of 2008
 - Americans with Disabilities Act, as amended
 - The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended
 - Non-traditional Employment for Women Act of 1991, as amended
 - The assurances required for WIOA programs pursuant the WIOA regulations

- B. The parties to this Contract are responsible for implementing equal opportunity programs and services as required in federal and state laws and regulations.

- C. Contractor shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area subject to all federal and state laws and regulations.

PART VII: GENERAL PROVISIONS

Section 1. Rights in Data

- A. For data, including recorded information regardless of form or the media, developed under or purchased with funds from this Contract, Contractor grants to SLPG and the LWC and their designated representatives, a paid-up, non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, perform publicly and display publicly, by or on their behalf.
- B. Excluding copyrighted, licensed and public domain software, any computer software developed or purchased as required under this Contract, Contractor grants to SLPG and LWC, and their designated representatives, pursuant to 20 CFR § 683.300 and other federal and state regulations, unlimited rights to any data, databases, or data processing programs first produced or delivered under this Contract.
- C. Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill Contractor's obligations to SLPG and the LWC under this Contract.

Section 2. No Waiver

A. No Waiver of Rights

The SLPG waives no rights, claims, or causes of action arising under this Contract by:

- payment of the SLPG disbursements;
- acceptance of unused fund balance; or
- termination of this Contract.

B. Non-Waiver of Remedies

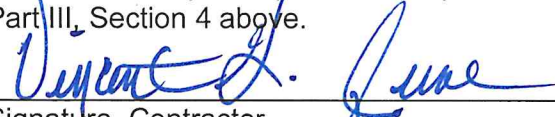
The SLPG exercise or non-exercise of any remedy, right, or provision stated in this Contract shall not constitute a waiver of any such right to exercise that or any other right or remedy at any subsequent time.

Section 3. Non-Assignment

This Contract is not assignable. Contractor shall be held responsible for all funds received under this Contract. Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract.

Section 4. Entire Contract

This Contract constitutes the entire Contract between the parties hereto. All previous oral or written agreements relating to the subject matter of this Contract between the Contractor and SLPG have been superseded, reduced to writing and are merged herein and it is expressly agreed and understood that no future, oral agreements, representations or modifications shall have any legally binding effect unless and until reduced to writing and executed by both parties, except for unilateral adjustments/amendments referred to in Part III, Section 4 above.



 Signature, Contractor



 Date



 Signature, SLPG



 Date

Attachment A - Scope of Work

Attachment B - Fiscal Budget