

**LOUISIANA WORKFORCE COMMISSION
INCUMBENT WORKER TRAINING PROGRAM SOCIAL SERVICES CONTRACT**

TOTAL CONTRACT AMOUNT	OCR NUMBER	CFMS NUMBER
\$		
<u>CONTRACTOR:</u> Louisiana Workforce Commission 5615 Corporate Blvd., Suite 300 Baton Rouge, Louisiana 70808	<u>TRAINING INSTITUTION:</u> (Name) (Address)	<u>EMPLOYER:</u> (Name) (Address) NAICS Code:
<u>Contact Person:</u> IWTP Specialist (225) (225) 925-3631 (fax) Email:	<u>Contact Person:</u> (Name/Title) (Telephone #) () (fax) Email:	<u>Contact Person:</u> (Name/Title) (Telephone #) () (fax) Email:
CHECK IF MODIFICATION [] Modification Number : (#) Date: () (See Page 3 for Details)		

CONTRACT PERIOD: This contract agreement covers the period from () through ().

The Louisiana workforce commission (hereinafter referred to as LWC) and the above listed Training Institution and Employer or Consortium (hereinafter referred to jointly as employer(s) and training provider(s) do hereby enter into this contract. This contract is in accordance with the Louisiana State Employment Security Law, (R.S. 23:1514) which authorized the Workforce Development Training Account to be used solely and exclusively to fund customized training for businesses operating in Louisiana.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

PERFORMANCE OBJECTIVES OF CONTRACT:

During the contract period, it is expected that the performance under this contract will be subject to the following levels:

- _____ 1. Number of employees to **complete training** defined as the number of participants reported and verified by the vendor and/or training provider as having successfully completed all classes, courses, seminars, etc., he/she was scheduled to complete in the IWTP contract/application with successful delivery of the training and updated job skills verified by the employer.
- _____ 2. Number of **additional jobs created** defined as the number of positions created and filled as a result of employees who participate in IWTP training and who are subsequently promoted to higher-level positions.
- _____ 3. Number of **jobs retained** defined as prevention of job loss caused by obsolete skills, technological change, or national or global competition.
- _____ 4. **Average Wage Increase** defined as the average wage increase for those persons for whom a wage increase was the intended outcome.

A contract will be considered successful if the average of all performance objectives combined meets or exceeds 75%. In calculating the overall percentage of completion, the maximum percentage for each performance objective will not exceed 100%. It is the responsibility of the employer(s) and training provider(s) to advise LWC in advance if contract terms are insufficient to complete contract objectives (Refer to Re-budgeting and/or Modifications Sections, I and II). LWC shall retain the right to withhold funds awarded, modify the terms and conditions of this award, and reclaim disbursed funds from the awardee(s) commensurate with unmet performance objectives and the foregone benefits to the state.

SCOPE OF WORK

The employer will provide the participants with suitable training space and facilities.

The responsibilities of the employer(s) and training provider(s) are further described in the attached "Incumbent Worker Training Program (IWTP), Workforce Development Training Fund, Training Award Application," the entirety of which is incorporated herein. To the extent there are any variances between said application and this document the terms of this document shall prevail.

TERMS AND CONDITIONS

I. RE-BUDGETING

The primary training provider is permitted to re-budget up to a maximum of 10% of the total obligation award per year among approved line item categories to meet unanticipated requirements, provided that:

1. The expenditure shall be justified as necessary for the successful continuation and/or completion of the project.
2. Funds are re-budgeted only in those line items that were approved in the original application.
3. The re-budgeting does not contravene any funding stipulation in the contract.
4. The training coordinator shall obtain prior institutional approval, using an established method.
5. At a minimum, the prior institutional approval shall include:
 - a. A written justification;
 - b. A revised budget clearly denoting the categories from which and to which the funds were transferred;
 - c. Signatures of appropriate training provider officials.
6. A signed copy of each prior institutional approval shall be promptly forwarded to LWC within five (5) working days of final approval to the IWTP Manager.

Any request to: (1) pay additional compensation; (2) to purchase equipment not approved in the original application, unless the equipment re-budgeting request involves no more than a change in make or model number; or (3) to re-budget project funds in excess of **10%** of the total obligation award per year, shall adhere to the same procedures outlined above, except that **prior final approval** shall be obtained from the IWTP Program Manager.

No re-budgeting will be allowed during the last **90 calendar days prior to the contract ending date**. Failure to follow the procedure as outlined may result in disapproval of the request.

II. MODIFICATIONS

Modifications are changes to the ending date of the contract, the total obligation amount, the employer(s) or training provider(s) identification or ownership information and/or any substantial changes to programmatic work in previously approved services provided. Substantial changes to programmatic work shall mean changes that affect the overall nature or character of training services being provided or received. All modifications require written amendment to the contract, which must be signed by all parties and approved by LWC and the Office of Contractual Review (OCR). The terms and conditions of the original contract shall remain in effect until LWC and OCR have approved a modification. No modification will be allowed during the last **90 calendar days prior to the contract ending date**. No changes to the performance objectives in the contract will be allowed during the last **180 calendar days prior to the original contract ending date**. For changes in the total obligation amount and/or substantial changes to services provided, LWC may require an updated application form to be submitted. Failure to follow the procedure as outlined may result in disapproval of the request.

III. RECORDS, REPORTS, DOCUMENTS; OWNERSHIP

The training institution will submit to LWC quarterly reports on a form approved by LWC describing progress toward the performance objectives specified in this contract. Quarterly reports are due **15 calendar days** after each calendar quarter. Quarterly report information provided on participants will include names, addresses and individual identification numbers as required by LWC. All reported information will be held privileged and confidential according to La. R.S. 23:1660 (Privacy Act). Failure to submit completed quarterly and customer satisfaction reports and invoices on a timely basis may result in either payments to a training institution being withheld or termination of this contract, and if necessary and appropriate, reclaiming of disbursed funds.

All records, reports, documents and other material related to this contract or delivered or transmitted to employer(s) and training provider(s) by LWC or obtained or prepared by employer(s) and training provider(s) in connection with the performance of the services contracted for herein shall become the property of LWC, and shall, upon request, be returned by employer(s) and training provider(s) to LWC at employer(s) and training provider(s) expense, at termination or expiration of this contract.

In order to fulfill the employer contribution commitment as stated in the approved application, employers must establish methods to document and track employer contributions as they are delivered. Employers must ensure that, upon request, all records and documentation of employer contributions are made available for review by any designated federal, state or LWC staff member. The LWC Monitoring Unit will review and verify employer contributions and documentation during the required on-site monitoring reviews.

Employer(s) and training provider(s) must maintain all records pertaining to this contract for a period of three years after the date of final payment.

IV. TAXES

Training institution hereby agrees that the responsibility for payments of taxes from the funds thus received under this agreement and/or legislative appropriation shall be its obligation and identified under its federal tax identification number.

V. ASSIGNMENT

Employer(s) and training provider(s) shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of LWC. Contractor may assign or transfer any interest in this contract to either contractor's parent company or to an affiliate company that succeeds to the business, or employer(s) and training provider(s) contemplated herein, provided, further, that such assignment or transfer to either contractor's parent company or to an affiliate company that succeeds to the business or contractor contemplated herein meets all eligibility requirements for this program. Any such assignments will be executed by a written amendment signed by all parties and approved by the Director of the Office of Contractual Review.

Claims for money due or to become due to employer(s) and training provider(s) from LWC may be assigned to a bank, trust company, or another financial institution without such prior written approval. Notice of such assignment or transfer shall be furnished promptly to LWC.

VI. USE OF FUNDS

A. ELIGIBLE TRAINING COSTS

Funds received as a result of this contract may be used only for reasonable costs in support of those IWTP activities that are specified in the contract award.

Eligible training costs may include the following:

1. Wages for instructors and training coordinators employed by the applicant or training provider, Louisiana public and/or private school tuition, contracts for vendor trainers, and/or training seminars.
2. Travel Costs (limited to no more than 30 percent of the total training award): travel for trainers and training coordinators (company and training provider), and travel for trainees. Travel expenses reimbursable under this agreement must comply with State Travel Regulations, PPM 49.

3. Material and Supply Costs: training texts and manuals, audio/visual materials, skills assessment (documents or services to determine training needs), raw materials (for manufacturing and new employee on-the-job training), Computer Based Training (CBT) software; and
4. Other Costs: facility rental associated with the training contract and fees or service costs incurred by the monitoring entity associated with the contract to monitor the training.

B. INELIGIBLE TRAINING COSTS

IWTP funds may not be used for the following activities, items or expenditures:

1. Trainee wages and fringe benefits.
2. Non-consumable tangible property (e.g., equipment, calculators, furniture, classroom fixtures, non-Computer Based Training (CBT) software), unless such property will be owned by a public training provider at the conclusion of the training contract;
3. Out-of-state publicly supported and/or private schools;
4. Employee handbooks;
5. Scrap produced during training;
6. Food, refreshments, and
7. Awards.

VII. PAYMENTS

This contract is not effective and payment will not be made until approval of the Executive director or his/her designee and the Office of Contractual Review (OCR) in accordance with La. R.S. 39:1502. Upon completion to the reasonable satisfaction of LWC, LWC hereby agrees to pay the training institution the maximum sum of contract. **Any work performed under this contract prior to the approval of OCR is performed at the risk of the training provider.** Should OCR approval of the contract not be obtained, payment for any work performed by the provider may not be rendered by the state.

A. Invoicing - The training institution will submit invoices to LWC in a timely manner with appropriate supporting documentation, in a form approved by LWC, indicating the amount and purposes of the payments made on behalf of this training program not to exceed the approved Line Item Budget-Cost Categories. Subject to the training institution's compliance with this section and Section III of this contract entitled Records, Reports, Documents; Ownership, invoices will be eligible for reimbursement at **100%**; however, total contract reimbursements cannot exceed **90% of the total grant amount** until the performance objectives stated in the contract have been met, at which time the remaining **10% of the grant award** will be made available for reimbursement.

1. LWC will not seek to withhold award funds or reclaim disbursed funds from one party to this contract in the event the other party fails to meet its performance objectives. LWC will not hold the training institution financially responsible for the failure of an employer to meet its specified performance objectives. Nor will LWC hold the employer responsible for the failure of the training institution to meet its performance objectives.
2. If both parties perform according to the standards of the contract or subsequent modifications to the contract, without receiving written notification that deficiencies have been noted that would jeopardize payment of the final 10% of the contract award, LWC will reimburse the final 10% of the funds according to the regular reimbursement procedures. If one of the parties fails to perform as specified in the contract, LWC may withhold from that party a proportionate and appropriate amount of the final 10% of the award until the contract requirements have been met.
3. LWC reserves the right to withhold payments for costs for training that did not occur as scheduled in the IWTP contract/application.

4. Training costs for which adequate documentation has not been provided may be questioned and **may ultimately become disallowed costs** if the appropriate documentation is not provided in a timely manner. Such costs will not be reimbursed by LWC.

- B. **Closeout** - At the end of the contract period, the training institution shall submit to LWC a closeout package, which includes an invoice marked "**FINAL**", reflecting all costs related to the contract. The closeout package must be received by LWC **within 30 calendar days after the ending date of the contract**. Failure to submit a closeout package may result in suspension of payments due under this contract and/or denial of any future contracts. **All invoices associated with this grant shall be submitted to LWC with appropriate supporting documentation within 30 calendar days of the expiration of this contract to be considered for payment. LWC shall not be liable for any invoices submitted after such time.** (See also Section XVI. – CLOSEOUT PROCEDURES).

VIII. REPAYMENT OF COSTS:

- A. **Disallowed Costs** - The employer (s) and training providers(s) shall, within a period not to exceed 30 days, repay LWC for any costs that have been disallowed. Failure to repay a disallowed cost may result in the suspension of remaining payments due under this contract and/or failure to obtain approval for any future contracts. Disallowed costs are those costs paid by LWC that do not comply with the contract and/or governing laws.

All repayment of disallowed costs shall be by **check**, with attached documentation identifying and referencing the disallowed costs. The use of IWTP funds or matching credits for all or part of the repayment of disallowed costs is not permitted. Repayments will be deposited in the IWTP Fund and will not be credited as funds available under this contract.

- B. **Refunds** – Training providers shall apply a refund policy approved by LWC for participants that have dropped or failed to complete classes/courses as scheduled. In the event, LWC has funded training for a participant that has dropped and a refund applies, the training provider must refund LWC.

IX. APPEAL RIGHTS

Pursuant to R.S. 23:1514: In the event LWC decides to withhold award funds, modify the terms and conditions of an award, or reclaim disbursed funds from the applicant and/or training providers(s), LWC shall provide notice of such determination to the applicant and training provider within three working days of such decision. The applicant or training provider may appeal an adverse decision made by LWC by providing written notice of objection to the Secretary within **five (5) working days** of receipt of the adverse decision. If a request for an appeal is made, then the appellant shall submit documentation to support the appeal within **ten (10) working days** after forwarding notice of the appeal. The Secretary shall review the evidence submitted and render a written decision within **twenty (20) working days** after receiving notice of the appeal. If no appeal is filed within the applicable time period, the decision of LWC shall become final. If after review of the appeal, the Secretary renders a decision that is adverse to the appellant, then the matter may be submitted to the Office of the Governor for resolution.

X. AUDITING

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall have the option of auditing all accounts of employer(s) and training provider(s) that relate to this contract.

XI. MONITORING PLAN

LWC will monitor the contract by means of a quarterly review of activities and an on-site monitoring review once each year during the term of the contract. The on-site review will encompass all aspects of the contract including financial and administrative procedures, progress of participants during and after training, suitability of facilities, and employer contributions.

The LWC Monitoring Unit reserves the right to review and monitor in whole or part any subcontract or third-party agreement entered into utilizing IWTP funds.

XII. TERMINATION OF CONTRACT

This contract may be terminated by either party upon thirty- (30) day written notice. LWC may amend or terminate this contract due to budgetary reductions or changes in funding priorities by LWC upon thirty- (30) day written notice.

LWC may terminate this contract for cause based upon the failure of the employer(s) and training provider(s) to comply with the terms and/or conditions of the contract, provided that LWC gives the employer(s) and training provider(s) written notice specifying the employer(s) and training provider(s) failure. If within thirty (30) days after receipt of such notice, the employer(s) and training provider(s) shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, LWC may, at its option, place the employer(s) and training provider(s) in default and the contract shall terminate on the date specified in such notice. The employer(s) and training provider(s) may exercise any rights available to them under Louisiana Law to terminate for cause upon the failure of LWC to comply with the terms and conditions of this contract, provided that the employer(s) and training provider(s) shall give LWC written notice specifying LWC's failure and a reasonable opportunity for LWC to cure the defect.

Should any party to this contract default or fail to perform an obligation under this contract, or should there arise a claim or controversy arising out of this contract, and if the parties are unable to resolve the default, claim, or controversy by mutual agreement, the claims of the parties to this contract shall be submitted to the Commissioner of Administration, who shall issue a written decision within one hundred twenty days of a written request for a final decision. The decision of the Commissioner of Administration shall be final and conclusive unless fraudulent, or unless employer(s) and training provider(s) institute suit pursuant to R.S. 39:1526.

XIII. EQUIPMENT/SUPPLIES/MATERIALS/FURNITURE

In order to be reimbursed, all equipment, classroom furniture and fixtures, supplies and materials must be ordered and received within a timeframe that allows for reasonable use of such within the contract period. Equipment and classroom furniture and fixtures purchased with funds provided through this contract shall be tagged as Incumbent Worker Training Program (IWTP) equipment and must be used for IWTP purposes consistent with this contract. The training institution shall maintain inventory control records and have full responsibility for equipment and classroom furniture and fixtures purchased with IWTP funds. Equipment and classroom furniture and fixtures purchased for training by a public training institution shall become the property of the public training institution unless the contract is terminated under the "Termination of Contract" clause.

XIV. TRAVEL

Travel expenses will be documented and will be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (State Travel Regulations). Travel expenses shall not exceed 30% of total contract amount.

XV. DISCRIMINATION CLAUSE

The employer(s) and training provider(s) agree to abide by the requirements of the following as applicable: The contractor agrees to abide by the requirements of the following as applicable: Section 188 of the Workforce Investment Act of 1998 (WIA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity; including Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Nontraditional Employment for Women Act of 1991; Federal Executive Order 11246, Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990 and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Employer(s) and training provider(s) agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by employer(s) and training provider(s), or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

XVI. SUBCONTRACTORS AND/OR THIRD PARTY AGREEMENTS

A. Monitoring:

The primary training provider is responsible for on-going monitoring of progress and performance on all subcontracts and third party agreements.

B. Contract Content:

All subcontracts and agreements entered into by sub-contractor(s) and training provider(s) utilizing IWTP funding, with the exception of lease and space agreements, shall contain at a minimum the following information:

1. Name, address and federal identification number of the contractor or third party;
2. Description of the services to be offered;
3. Fee to be charged;
4. Class size;
5. Amount of advance notice required by the subcontractor to schedule, postpone or cancel training;
6. Cancellation clause;
7. Provision requiring the subcontractor to pay all applicable taxes;
8. Provision allowing for the review of records by any designated federal, state or LWC staff person; and
9. Monitoring Plan indicating frequency and substance of reporting and supporting documentation.

Leases for space/training facilities shall contain:

1. Name, and address of lessor and lessee;
2. Description of the space leased, including the square footage and address;
3. Fee to be charged;
4. Starting and ending date of the lease contract;
5. Signature of both parties; and
6. Cancellation clause.

XVII. ASSURANCES

In administering this program, training provider(s) and employer(s) shall:

1. Establish and adhere to an appropriate system for the **award and monitoring** of subcontracts which contains acceptable standards for ensuring accountability;
2. Enter into written subcontracts that establish clear goals and obligations in unambiguous terms;
3. Act with due diligence to monitor the implementation of subcontracts, including carrying out appropriate monitoring activities;
4. Take prompt and appropriate corrective action upon becoming aware of any evidence of violation of the regulations, inadequate procedures, erroneous records, poor performance or failure to make adequate progress toward achievement of contract goals;
5. Establish a method to assure adequate student participation in training classes and seminars as shown in the IWTP application and assurance that excessive costs will not be incurred as a result of lack of attendance in scheduled training events.
6. Distribute forms to all participants regarding policy and procedure for suspected fraud.

XVIII. CLOSEOUT PROCEDURES

At the end of each contract the training institution shall submit a Closeout Package, which must be received by LWC within **30 calendar days after the ending date of the contract.**

The Closeout Package shall include, but not be limited to, an invoice marked "**FINAL**" and reflecting all costs related to the contract, a **final Quarterly Report** and written confirmation certifying the **last date of training**.

Failure to submit a Closeout Package may result in the suspension of payments due under this contract and/or denial of any future contracts.

All invoices associated with this grant shall be submitted to LWC with appropriate supporting documentation within 30 calendar days of the expiration of this contract to be considered for payment. LWC shall not be liable for any invoices submitted after such time.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

WITNESSES:

Witness

Date

Witness

Date

APPEARERS:

Signer/Title

Date

**Employer
Tax Identification Number-**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

WITNESSES:

Witness

Date

Witness

Date

APPEARERS:

Signer/Title

Date

**Training Provider
Tax Identification Number-**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

WITNESSES:

Witness

Date

Witness

Date

APPEARERS:

**State of Louisiana
Louisiana Workforce Commission**

**Tia Edwards
Deputy Executive Director**

Date