

GLOW WDB WIOA
CUSTOMIZED TRAINING AND INCUMBENT WORKER
POLICY CONTRACT

CONTRACT NO. _____

EFFECTIVE DATES: _____ to _____

TOTAL AMOUNT OF CONTRACT \$ _____

SERVICE DELIVERY AGENT

CONTRACTOR

_____ COUNTY

COMPANY NAME

ADDRESS

FEDERAL TAX ID#

Contact Person

Phone

THIS CONTRACT is entered into between _____, herein called the Local Workforce Development Area Agent (LWDAA), and _____, herein called the Contractor. The LWDAA and the Contractor hereby enter into an Agreement to implement the provisions of the Workforce Innovation and Opportunity Act (WIOA) in accordance with Final WIOA Regulations.

The parties hereto agree that the Contractor shall provide all training services in accordance with the provisions of this Agreement. An Application for Training Funds was completed by the Contractor prior to entering into this Contract, and is attached to this contract as Appendix A. The Contractor will receive an amount not to exceed 50% of the training costs as outlined in Part III of Appendix A. Such amount is to be paid pursuant to the terms and conditions which are a part of this Contract.

ELIGIBLE PARTICIPANTS: Individuals being trained must be certified as eligible by the LWDAA prior to proposal approval. The Contractor assures that he has the necessary equipment, materials, and supervisory personnel and that it will use said resources together with this funding to provide supervision and training for these employees only in accordance with the attached training outline and with the intended goal of providing continued unsubsidized employment at the same or higher wage rate upon completion of training.

VETERANS' PRIORITY PROVISION

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and eligible spouses of veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5- 03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

REIMBURSEMENT: The Contractor reimbursement for the costs of training shall be paid upon submission of duplicate vouchers which shall be submitted as they are incurred or upon program completion. Note: All vouchers must be accompanied by appropriate documents indicating that training contracted for has been accomplished. **The maximum**

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amount for reimbursement of Customized and Incumbent Worker Training cannot exceed \$5,000 per contract and \$10,000 per Contractor per program year (7/1-6/30).

FISCAL LIMITATIONS

The Contractor certifies that payment requests do not duplicate reimbursement of costs and services received from other sources. The LWDAAs fiscal obligations to the Contractor under this Agreement are limited to funds allocated and received for the Program by the LWDAAs pursuant to its grant under the Workforce Innovation and Opportunity Act (WIOA) and no liability shall extend to the LWDAAs beyond the monies so made available.

MAINTENANCE OF RECORDS

The Contractor shall maintain records sufficient to support all payments and agrees to provide the LWDAAs, the DOL, the Comptroller General of the United States and/or the State access to all relevant records for the purpose of audit, examination, excerpts and transcriptions as well as for compliance with applicable Federal or State statutes or regulations, for a minimum period of 6 years, or longer if an audit remains unresolved. Additionally, all such records relating to this program and the participation of the trainee involved shall be held in the strictest of confidentiality.

CONCURRENCE OF BARGAINING UNIT

It is agreed and understood that the Contractor shall obtain and secure the written concurrence by the appropriate bargaining unit of the Contractor consenting to the Training Program and the rates of pay associated therewith. Said consent shall be obtained prior to commencement of the agreement herein and shall be obtained in writing in a form satisfactory to the LWDAAs.

MONITORING

The Contractor agrees that the LWDAAs will have access to monitoring program operations, periodically review the performance of the program in relation to program goals, and measure the impact of the program results in terms of participants. This activity will include, but not be limited to: (1) job site monitoring, (2) participant reviewing, (3) interviewing supervisory personnel, and (4) reviewing of pertinent personnel records.

A pre-award assessment will be conducted with the businesses. This review will allow staff to see where the training participant will be working, meet the trainee's supervisor, and gain a better understanding of the Contractor's facility and operations. The purpose of this visit is to determine whether the Contractor will afford a viable Customized or Incumbent Worker Training opportunity.

For trainings that occur for more than 1 week an on-site monitoring review will take place. This is to ensure that the contract is being followed and all trainings have been provided or are scheduled to be completed. In the event that the customized training is a week or less in duration, staff will receive correspondence of the events that have taken place during the training including attendance of participants and the training provided.

One Stop Staff completes the GLOW Customized or Incumbent Worker Training Contract, which shall be completed and signed prior to the participant beginning training. Both the One Stop and Contractor must have a signed copy of the contract, which includes Contractor's agreement to terms of contract.

CANCELLATION

The Contractor and LWDAAs agree that the LWDAAs shall have the right to cancel this Contract and cease operation of said Program at any time without any further liability on the part of either party.

STATUTES

As outlined in E.O.12549 and 12689, the Contractor hereby certifies that neither he nor his principles are not suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in or receiving benefits from a Federal program. Contractor agrees to be in compliance with the applicable standards, orders, and/or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O. 11738 and Environmental Protection Agency regulations and maintain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.

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L. 94-163, 89 Stat. 871); to maintain a drug free environment and adhere to all Federal, State, and local rules and regulations governing employee(s), including the payment of Workmen's Compensation, the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (sec. 103, 107), as well as those specific statutes which bar discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, marital status, criminal conviction, or status as a WIA participant. Contractor must be in compliance with all applicable business licensing, taxation, and insurance requirements.

Contractor also agrees to be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C.1352). No monies paid under this contract shall be used to fund sectarian or lobbying activities of any kind. This includes working on the construction, operation, or maintenance of any facility that is used or will be used for sectarian instruction or as a place of worship.

FEDERAL REGULATIONS AND STATUTES

Contractor is subject to the applicable statute, implementing regulations, federal regulations (FAR) and federal agency-specific acquisition, regulations for the following items that are in effect as of the date of this contract. Where applicable these items shall be incorporated in their entirety, and Contractor agrees to ensure compliance applicable to the work performed or goods or services provided under this contract.

As outlined in E.O.12549 and 12689, the Contractor hereby certifies that neither he nor his principles are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in or receiving benefits from a Federal program. Contractor agrees to maintain a drug free environment and adhere to all Federal, State, and local rules and regulations governing employee(s), including the payment of Workmen's Compensation, the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (sec. 103, 107), as well as those specific statutes which bar discrimination on the basis of race, color, religion, sex, national origin, age, handicap, political affiliation, marital status, criminal conviction, or status as a WIOA participant. Furthermore the Contractor agrees to be in compliance with theses additional Acts/Orders:

- *Civil Rights Act*, for protection against acts of discrimination based on race, color, or national origin.
- *Rehabilitation Act*, for employment of the handicapped.
- *Davis Bacon Act*, (40 USC 276a to 276a-7) for payment of wages to laborers and mechanics in excess of \$2,000.00.
- *Walsh-Healy Public Contracts Act*, for imposition of fair humanitarian employment standards.
- *Service Contract Act*, for the purpose of furnishing services.
- Executive Orders 12549 and 12689 for procurement, debarment, and suspension actions.
- Covenant Against Contingent Fees, for assurance that improper influence is not used to solicit or obtain a contract.
- *Copeland Anti-Kickback Act*, for prevention and detection of possible violations in business operations/relationships.
- *Energy Policy and Conservation Act*, for energy efficiency as contained in the state energy conservation plan, (Public Law 94-163)
- *Buy America Act*, for the general preference use of domestic articles, materials, and supplies.
- *Bayh-Dole Act*, for patents and rights to inventions.
- *Americans with Disabilities Act*, for the purpose of providing public access accommodations and full action employment.
- Executive Order 11246 (as amended by EO 11375), for equal employment opportunities.
- *Vietnam Era Veterans Readjustment Assistance Act*, for affirmative action for special disabled Vietnam Era Vets.
- *Small Business Act*, for use of labor-surplus area, small business, small disadvantaged business, and women-owned small business concerns.

- *Clean Air Act and Federal Water Pollution Control Act*, for compliance with standards or requirements issued (e.g., inspection) at the facility where the work is being performed, Section 306 Clean Air Act, Section 508 Clean Water Act, and EO 11738.
- *Animal Welfare Act*, for the use of vertebrate animals.
- *Lobbying Disclosure Act*, for the use of funds to influence certain federal contracting and financial transactions.
- *Byrd Anti-Lobbying Amendment* (31 U.S.C.1352).

The contractor must be in compliance with all applicable business licensing, taxation, and insurance requirements. (See Appendix ABC – Appendix C only applies to Livingston County). No monies paid under this contract shall be used to fund sectarian or lobbying activities of any kind. This includes working on the construction, operation, or maintenance of any facility that is used or will be used for sectarian instruction or as a place of worship.

COPYRIGHTS

The WDB reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, for Federal government purposes:

- A. The copyright in any work developed under this contract.
- B. The rights of copyright bought with funds received under this contract.

Contractor further agrees that this Contract is subject to and shall be governed by 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CONFLICT OF INTEREST

Neither the Contractor, nor the WIOA staff, nor the Workforce Development Board (WDB) may use their positions in the award or performance of the Customized Training Contract for a purpose that is, or gives the appearance of being, motivated by a desire for personal, financial or political gain.

NEPOTISM

Patronage bestowed in consideration of family relationship is prohibited on the part of the Contractor, the WIOA staff and the WDB.

INVOICES

The Contractor understands that failure to submit a final invoice within forty-five (45) calendar days of the completion of the training program may result in the forfeiture of the balance of the payment due under this Agreement to the Contractor.

COMPLIANCE

Contract modifications, disputes and terminations shall be in accord with WIOA provisions – no monies paid under this contract shall be used to fund sectarian or lobbying activities of any kind. This includes working on the construction, operation, or maintenance of any facility that is used or will be used for sectarian instruction or as a place of worship. All policies and procedures required by the WDB and State are addressed in this Contract.

ASSURANCES

The business will comply with all applicable employment-related federal, state and local laws and regulations. Funds received by the Contractor to reimburse the costs associated with Customized Training may not be used to assist, promote or deter union organizing.

The training activity will not impair an existing contract for services or collective bargaining agreement, and/or that no activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and the business.

The Contractor agrees to adhere to the Local Workforce Development Board's grievance process if a complaint arises in connection with the employee(s) and the Customized Training.

It is understood that any Contractor entering into a Customized or Incumbent Worker Training Contract will agree to retain the trainee upon successful completion of his/her training, unless it is fully documented by the employer that the trainee is unable to adequately perform his/her job duties or the employee violates company policies. If the Contractor demonstrates a pattern of laying off or terminating training participants within 6 months of training completion, the Contractor may be liable to reimburse training costs to GLOW.

LIABILITY

The Contractor shall be responsible for its own actions and will indemnify and hold harmless the LWDAA from any liability, claim, demand, or judgment arising from or relating to its performance or lack thereof. LWDAA retains the right to withhold payment and/or seek repayment of any monies paid to the Contractor if Contractor fails to comply with all contract provisions.

ASSIGNMENTS

The Contractor shall not assign any services or training to be performed under this contract except as provided for in the attached training schedule.

COMMITMENTS/CONSIDERATIONS

Contractor agrees to list any and all job openings with the One-Stop System for a period of one (1) year from the beginning date of this contract, with sufficient notice to allow time for the referral of appropriate candidates.

EMPLOYER MATCH

Contract may not exceed 50% of total cost of project.

Signature Date

Signature Date

Name Director

Contract Representative Title