

ATTACHMENT "A"
SCOPE OF SERVICES

The One-Stop Operator will coordinate the service delivery of core and required partners, business services, and other community partners working with the comprehensive and affiliate Let's Work River Parishes Centers. The WIOA MOU serves the key purpose of defining partner roles and focuses, in part, on the shaping of the workforce system. This includes the sharing of resources, referral agreements, etc. In the end, the overall goal is to ensure efficiency and effectiveness within our River Parish region.

Responsibilities

Service Delivery and Partners

1. Establish and maintain key relationships with workforce partners, including industry
2. Develop an in-depth understanding of the partner programs, services, and performance requirements
3. Coordinate regular Partner meetings, including identifying and scheduling guest speakers, creating the agenda, communicating effectively to maintain partner participation, lead the meetings with a goal toward consensus building, completing tasks assigned at meetings, and/or follow up as necessary
4. Convene quarterly meetings of the One-Stop Partners
5. Conduct Quarterly updates and Provide Quarterly Reports to the LWDB #14.
6. Plan and ensure cross-training of staff for core and required partner programs, on a variety of topics; develop and distribute desk aids/asset map and update as necessary; maintain master staff contact lists
 - o Include best practices from national, state, or other regional sources to ensure quality customer services and program implementation
7. Assist the Board in ensuring all partners are fulfilling responsibilities as outlined in the MOU
8. Implement strategies to improve information sharing among partner programs
9. Ensure compliance with WIOA, WIOA regulations, state and local policies, and the U. S. Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act; Final Rule.
10. Recommend and assist in initiating strategies to increase partner referrals and co-enrollments
11. Assist partners in coordination efforts, including streamlining services, resource leveraging, and minimizing duplication of efforts
12. Serve as a "Point of Contact" to facilitate communication amongst partner agencies
13. Identify and share best practices or research-related topics as determined by partners
14. Coordinate Louisiana Workforce system performance measures and deliverables established by the LWDB #14

Business Services

15. Develop, offer and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy

16. Address immediate and long-term skilled workforce needs of in-demand industries and address critical skill gaps within and across industries
17. Respond to employers' requests including providing interview space, job fairs, and other services offered by Louisiana Workforce
18. Coordinate with the Rapid Response (RR) Coordinator at the state level to align system partners, local RR services for workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, or natural disasters
19. Collaborate with system partners to facilitate and participate in special projects such as job fairs, business-driven workshops, and be responsible for communicating employers' needs to the Louisiana Workforce staff
20. Respond to employers' requests including providing interview space, job fairs, and other services offered by Louisiana Workforce Coordinate with the Rapid Response (RR) Coordinator at the state level to align system partners, local RR services for workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, or natural disasters.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

RIVER PARISHES CONSORTIUM LWDB 14

Tommy Scott

Tricia R. Thompson

By: Tricia Thompson, Chairman

[Signature]

1/10/2023

Date:

[Signature]

Tommy Scott

By: Tommy Scott, Director

[Signature]

1/10/23

Date:

WITNESSES:

CTG CONSULTING, LLC

[Signature]

[Signature]

By: Darrel Lewis, CEO-President

Tommy Scott

1/10/23

Date:

SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the first day of January 2023 by and between RIVER PARISHES CONSORTIUM LWDB 14 acting herein by and through its authorized agent, Tommy Scott, hereinafter called the CLIENT, and CTG Consulting, L.L.C, a Louisiana limited liability company acting herein by and through its registered agent, hereinafter called CONTRACTOR. Whereas the Client desires to retain Contractor to perform the following services on a contractual basis:

One-Stop Operator Services
as more fully reflected in Attachment "A" hereto

1.0 GENERAL TERMS

This Agreement shall be effective for a period of One (1) year beginning January 1, 2023, and can be extended by written mutual agreement of the parties for an additional one year term.

Unless otherwise mutually agreed upon by the parties in writing, Contractor is authorized to begin work immediately upon execution of this Agreement.

Contractor warrants that it will perform its work and services with the degree of skill and to the standard of care required of its profession to meet all Federal, State and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work. If the work and services performed by Contractor do not meet those requirements noted herein, then to the extent that this occurs as a direct result of Contractor's failure to meet the standard of care in its work and services, Contractor will indemnify the Client for Contractor's share of the costs incurred to bring the work to the limitations mandated.

2.0 PROJECT AND SCOPE OF WORK

2.1 The Owner hereby contracts with the CONTRACTOR to perform all necessary work and services on a contractual basis as follows:

One-Stop Operator Services
as more fully reflected in Attachment "A" hereto

2.2 The Project and Scope of Work consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 It is hereby agreed by the Parties that the Federal, State, or Local Parish government shall have the option of auditing all accounts of Contractor which relates to this contract.

3.0 DEFECTIVE WORK

During the course of this Agreement, Client may disapprove of or reject Contractor's work while it is in progress if Client believes that such work does not conform generally to the scope of the work and services.

4.0 PAYMENTS

- 4.1 Client shall pay Contractor for the performance of work and services as outlined in Attachment "B" to this Agreement.
- 4.2 If any work or services performed in conjunction with this agreement, or any portion thereof, is not completed for any reason, the final fee for work and services shall be negotiated between Client and Contractor. If the final fee for work and services is not agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court for St. Charles Parish, State of Louisiana.

5.0 TERMINATION OR SUSPENSION

- 5.1 This Agreement may be terminated for any reason by either party upon Seven (7) days written notice.
- 5.2 The Contractor, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 5.3 The Contractor shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 5.4 The Client shall then pay the Contractor promptly that portion of the prescribed fee to which both parties agree.
- 5.5 Contractor fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 5.6 Upon completion or termination of this contract, which ever occurs first, all records, reports, worksheets, or any other materials related to this contract shall become the property of the Client.
- 5.7 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Contractor.

- 5.8 Option to Extend: LWDB 14 reserves the right to extend the subaward on an annual basis for up to two additional years through January 1, 2025, based on future funding availability, any additional regulations or rule-making from the Federal Department of Labor, community need, subrecipient's performance, and other factors.

6.0 INSURANCE

- 6.1 The Contractor shall secure and maintain at his expense such insurance that will protect him and the Client, from claims under Workmen's Compensation Acts (if applicable) and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 6.2 The Contractor shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 6.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Client. The Client may examine the policies.
- 6.4 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors shall be subject to all the requirements stated herein and evidence that the subcontractor is insured in accordance with the terms and conditions herein shall be provided to the Contractor.
- 6.5 Contractor shall secure and maintain at its expense Professional Liability Insurance in the unencumbered amount of \$1,000,000.00.
- 6.6 Client shall be named as an additional insured on general liability insurance policies.
- 6.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 6.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of Client for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.

6.9 As applicable, the Worker's Compensation Policy Territory Coverage must include Louisiana.

7.0 INDEMNIFICATION

Contractor shall indemnify and hold harmless the Client, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Contractor, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

8.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Contractor's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

9.0 ASSIGNABILITY

The Contractor 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 the Client provided however, that claims from money due or to become due to the Contractor from the Client may be assigned to a bank, trust company or other financial institution, within such prior written consent. Notice to any such assignment of transfer shall be furnished promptly to the Client.

10.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

Contractor further agrees to comply with all federal and state laws applicable to the scope of services performed pursuant to this agreement.

11.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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ATTACHMENT "B"

PAYMENT AND COMPENSATION

Client shall pay Contractor for the performance of work and services as follows:

- 1. Contractor shall submit monthly invoices, along with support documentation, at a flat rate of \$4,583.33 per month to cover all costs associated with the agreement.**
- 2. Payment will be made only on approval of Client's Director.**

The following documentation may be required for payment to Contractor and shall be identified on or attached to any invoices produced by the Contractor:

- a. Project Name and Number as Identified in this Agreement**
- b. Identify River Parishes Consortium LWDB 14**