

**Terms and conditions
Under which training is provided**

Training Provider

Name: Coastal College/Truck Driving
Address: 42226 South Airport Road
Hammond, LA 70403
Contact Person: Richard Scott
Title: President
Email: rscott@coastalcollege.com
Telephone number: (800) 486-3639

Name: River Parishes LWIOA 14
Address: P.O. Box 1010
Hahnville, LA 70057

I. Parties to this Agreement

By mutual understanding, Coastal College/Truck Driving, hereafter known as Training Provider and Business & Career Solutions Center, Workforce Innovation and Opportunity Act14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

II. Period of Agreement

This agreement shall begin July 1, 2021 and remain valid until June 30, 2022 or until such time as either party deems it necessary to terminate and/or modify said agreement.

III. Statement of Work

The Training Provider shall provide training instruction, which will assist WIOA eligible clients in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.

IV. Applicable Laws

The Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and the WIOA program during the life of this agreement which shall include, but not limited to, all levels of policy which emanate from the final rules of the workforce investment act and public law 150-220.

V. Payments

Payments to the Training Provider shall be predicated on submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SEOG and/or other federal, state, or local grants are available to the student and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work study and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

VII. Notification to Training Provider's Departments

The Training Provider ensures that all departments involved in implementation of this agreement are informed of all terms and conditions, including but not limited to, the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

VIII. Limitations

LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

IX. Allowable Cost

Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission: that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or cost reimbursable item under this agreement, was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete, and/or accurate, the price or cost shall be reduced accordingly by LWIOA 14, and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for actions of subcontractor and shall be responsible for subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

officers, agents, employees, and subcontractors shall make such business records available for investigation, examination, copying, and audit.

The Training Provider agrees to fully cooperate with LWIOA 14 in monitoring the effectiveness of the services and work performed by Training Provider under this agreement, and LWIOA 14 shall have access at all reasonable hours to offices and records of the Training Provider, its officers, agents, employees, and subcontractors for the purpose of such monitoring.

Training Provider shall maintain all records pertinent to this agreement, including financial statistical, property (as applicable), participant records and supporting documentation for a period of no less than three (3) years from the date of acceptance of the final closeout package, and until any outstanding litigation, audit, or claim has been resolved. Furthermore, the Training Provider shall maintain all pertinent records until such date as Training Provider receives written permission from LWIOA 14 to destroy such records.

XV. Hold Harmless

The Training Provider agrees to save and hold harmless LWIOA 14 from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against the Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this agreement.

XVI. Non-Discrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure, the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

If any provision of this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

XIX. Contract Renewal

LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances

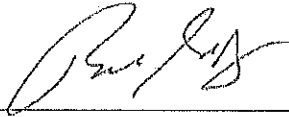
See Attachment.

XXI. Signatures of Authorization

Training Provider: Coastal College/Truck Driving

Typed Name: Richard Scott

Title: President



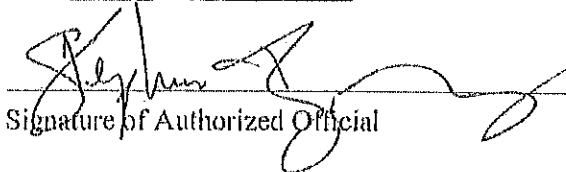
Date: 07/01/2021

Signature of Authorized Official

LWIOA 14:

Typed Name: Stephanie Bruning

Title: Local Area Coordinator



Date: 07/01/2021

Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
5. The training provider assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The training provider assures compliance with the nondiscrimination provisions of S188 of the WIOA.
7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
8. The training provider assures that it and its sub recipients shall comply with the following OMB Circulars and/or Code of Federal Regulations as applicable:

29CFR Part 95 – Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

OMB Circular A-133 – Single Audit Act

OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122 – Cost Principles for Non-profit Organizations

OMB Circular A-21 – Cost Principles for Educational Institutions

45CFR Part 74, Appendix E – Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals.

Federal Acquisition Regulation (FAR) at 48CFR Part 31 – Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 – Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

29CFR Part 93 – Restrictions on Lobbying

29CFR Parts 31 and 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities, (20CFR 667.410).
10. The training provider assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFR 667.600.
11. The training provider assures that it will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds. The training provider agrees to notify LWIOA 14 within twenty-four (24) hours of such occurrence. The training provider agrees to cooperate fully with LWIOA 14, local law enforcement agencies, the State, the U. S. Department of Labor, the Federal Bureau of Investigation and any other governmental agency with jurisdiction to investigate such incidents.
12. The training provider shall comply with the Copeland “Anti-Kickback” Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and sub grants for construction or repair).
13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant Program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
15. The training provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42U.S.C. 1857(h)), section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part

- 15). (Contracts, subcontracts, and sub grants with amounts in excess of \$100,000).
16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, with respect to the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.



Signature

6/24/21

Date

Richard Scott / President

Typed Name and Title

XXII.

**Terms and Conditions
Under which training is provided**

Training Provider

Name: Fletcher Technical Community College

Address: 1407 Hwy 311

Schriever, LA 70395

Contact Person: Dr. Kristine Strickland

Title: Chancellor

E-mail: Ms. Crystal Gienger / crystal.gienger@fletcher.edu

Telephone number: (985) 448-5933

Name: River Parishes LWIA 14

Address: P.O. Box 1010

Hahnville, LA 70057

Phone: (985) 783-5030

I. Parties to this Agreement

By mutual understanding, Fletcher Technical Community College, hereafter known as Training Provider and Business & Career Solutions Center, Workforce Innovation and Opportunity Act14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

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XVI. Non-Discrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

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XIX. Contract Renewal

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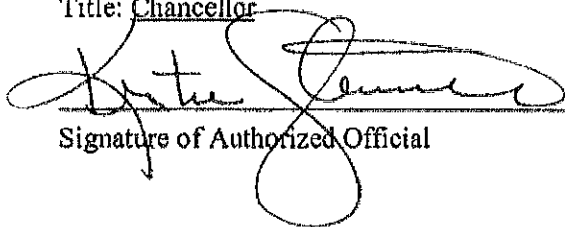
See Attachment.

XXI. Signatures of Authorization

Training Provider: Fletcher Technical Community College

Typed Name: Dr. Kristine Strickland

Title: Chancellor



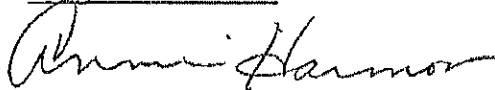
Date: 07/01/2019

Signature of Authorized Official

LWIOA 14:

Typed Name: Annie Harmon

Title: Program Coordinator



Date: 07/01/2019

Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
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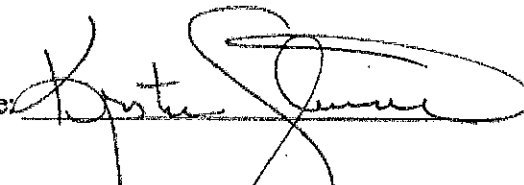
29CFR Part 93 – Restrictions on Lobbying

29CFR Parts 31 and 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities, (20CFR 667.410).
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12. The training provider shall comply with the Copeland “Anti-Kickback” Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and sub grants for construction or repair).
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Signature:  Date: 07/01/2019

Dr. Kristine Strickland / Chancellor
Typed Name and Title

XXII.

XIX. Contract Renewal

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XX. Assurances

See Attachment.

XXI. Signatures of Authorization

Training Provider: Baton Rouge Community College

Typed Name: Corlin Leblanc,

Title: Vice-Chancellor of Finance and Administration

Corlin LeBlanc

Corlin LeBlanc (Jun 24, 2021 15:30 CDT)

Date: _____

Signature of Authorized Official

LWIOA 14:

Typed Name: Stephanie Burning

Title: Local Area Coordinator

Stephanie Burning

Date: 25 June 2021

Signature of Authorized Official

**Terms and Conditions
Under Which Training is Provided**

Training Provider

Name: Crossroads
Truck Driving School
370 Lapalco Blvd Suite I
Harvey, LA 70058
Signatory: Erica A Walker
Title: Director of Operations

Name: River Parishes LWIOA 14
Address: P.O. Box 1010
Hahnville, LA 70057

Contact: Sharence Delille Email: crossroadcdl@gmail.com>

Telephone Number: 504 291-9713

I. Parties to this Agreement

By mutual understanding, Crossroads Truck Driving School, hereafter known as Training Provider and Business & Career Solutions Center, Local Workforce Innovation and Opportunity Act 14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

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Payments to the Training Provider shall be predicated on submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SEOG and/or other federal, state, or local grants are available to the student and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work study and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

VII. Notification to Training Provider's Departments

The Training Provider ensures that all departments involved in implementation of this agreement are informed of all terms and conditions, including but not limited to, the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

VIII. Limitations

LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

IX. Allowable Cost

Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission: that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or cost reimbursable item under this agreement, was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete, and/or accurate, the price or cost shall be reduced accordingly by LWIOA 14, and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for actions of subcontractor and shall be responsible for subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

officers, agents, employees, and subcontractors shall make such business records available for investigation, examination, copying, and audit.

The Training Provider agrees to fully cooperate with LWIOA 14 in monitoring the effectiveness of the services and work performed by Training Provider under this agreement, and LWIOA 14 shall have access at all reasonable hours to offices and records of the Training Provider, its officers, agents, employees, and subcontractors for the purpose of such monitoring.

Training Provider shall maintain all records pertinent to this agreement, including financial, statistical, property (as applicable), participant records, and supporting documentation for a period of no less than three (3) years from the date of acceptance of the final closeout package, and until any outstanding litigation, audit, or claim has been resolved. Furthermore, the Training Provider shall maintain all pertinent records until such date as Training Provider receives written permission from LWIOA 14 to destroy such records.

XV. Hold Harmless

The Training Provider agrees to save and hold harmless LWIOA 14 from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against the Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this agreement.

XVI. Nondiscrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure, the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

If any provision of this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

XIX. Contract Renewal

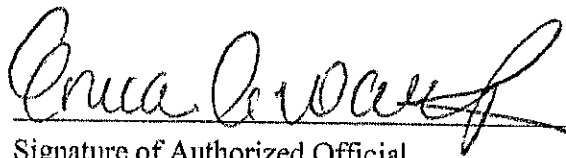
LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances

See Attachment.

XXI. Signatures of Authorization

Training Provider: Erica A Walker
Title: Director of Operations

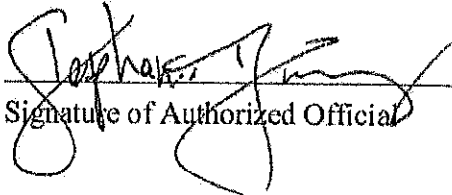


Date: 07/01/2021

Signature of Authorized Official

LWIOA 14:

Typed Name: Stephanie Bruning
Title: Local Area Coordinator



Date: 07/01/2021

Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
5. The training provider assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The training provider assures compliance with the nondiscrimination provisions of S188 of the WIOA.
7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
8. The training provider assures that it and its sub recipients shall comply with the following OMB Circulars and/or Code of Federal Regulations as applicable:
 - 29CFR Part 95 – Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.
 - OMB Circular A-133 – Single Audit Act
 - OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments
 - OMB Circular A-122 – Cost Principles for Non-profit Organizations
 - OMB Circular A-21 – Cost Principles for Educational Institutions
 - 45CFR Part 74, Appendix E – Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

Federal Acquisition Regulation (FAR) at 48CFR Part 31 – Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 – Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

29CFR Part 93 – Restrictions on Lobbying

29CFR Parts 31 and 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities, (20CFR 667.410).
10. The training provider assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFR 667.600.
11. The training provider assures that it will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds. The training provider agrees to notify LWIOA 14 within twenty-four (24) hours of such occurrence. The training provider agrees to cooperate fully with LWIOA 14, local law enforcement agencies, the State, the U. S. Department of Labor, the Federal Bureau of Investigation and any other governmental agency with jurisdiction to investigate such incidents.
12. The training provider shall comply with the Copeland “Anti-Kickback” Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and sub grants for construction or repair).
13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant Program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
15. The training provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42U.S.C. 1857(h)), section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15). (Contracts, subcontracts, and sub grants with amounts in excess of \$100,000).

16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, concerning the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.



Signature

07/01/2021

Date

Erica Walker
Director of Operations

Terms and Conditions
Under which training is provided

Training Provider

| | |
|---|--------------------------------------|
| Name: <u>Diesel Driving Academy-Baton Rouge</u> | Name: <u>River Parishes LWIOA 14</u> |
| Address: <u>8067 Airline Highway</u> | Address: <u>P.O. Box 1010</u> |
| <u>Baton Rouge, LA 7081</u> | <u>Hahnville, LA 70057</u> |
| Contact Person: <u>Mitch Busada</u> | |
| Title: <u>Vice President of Finance</u> | |
| Email: <u>mbusada@dda.edu</u> | |
| Telephone number: <u>(800) 551-8900</u> | |

I. Parties to this Agreement

By mutual understanding, Diesel Driving Academy-Baton Rouge, hereafter known as Training Provider and Business & Career Solutions Center, Workforce Innovation and Opportunity Act14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

II. Period of Agreement

This agreement shall begin July 1, 2021 and remain valid until June 30, 2022 or until such time as either party deems it necessary to terminate and/or modify said agreement.

III. Statement of Work

The Training Provider shall provide training instruction, which will assist WIOA eligible clients in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.

IV. Applicable Laws

The Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and the WIOA program during the life of this agreement which shall include, but not limited to, all levels of policy which emanate from the final rules of the workforce investment act and public law 150-220.

V. Payments

Payments to the Training Provider shall be predicated on submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SBOG and/or other federal, state, or local grants are available to the student and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work study and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

VII. Notification to Training Provider's Departments

The Training Provider ensures that all departments involved in implementation of this agreement are informed of all terms and conditions, including but not limited to, the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

VIII. Limitations

LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

IX. Allowable Cost

Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission; that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or cost reimbursable item under this agreement, was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete, and/or accurate, the price or cost shall be reduced accordingly by LWIOA 14, and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for actions of subcontractor and shall be responsible for subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

officers, agents, employees, and subcontractors shall make such business records available for investigation, examination, copying, and audit.

The Training Provider agrees to fully cooperate with LWIOA 14 in monitoring the effectiveness of the services and work performed by Training Provider under this agreement, and LWIOA 14 shall have access at all reasonable hours to offices and records of the Training Provider, its officers, agents, employees, and subcontractors for the purpose of such monitoring.

Training Provider shall maintain all records pertinent to this agreement, including financial statistical, property (as applicable), participant records and supporting documentation for a period of no less than three (3) years from the date of acceptance of the final closeout package, and until any outstanding litigation, audit, or claim has been resolved. Furthermore, the Training Provider shall maintain all pertinent records until such date as Training Provider receives written permission from LWIOA 14 to destroy such records.

XV. Hold Harmless

The Training Provider agrees to save and hold harmless LWIOA 14 from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against the Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this agreement.

XVI. Non-Discrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure, the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

If any provision of this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

XIX. Contract Renewal

LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances

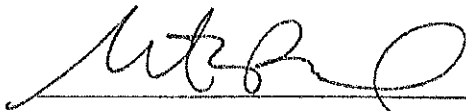
See Attachment.

XXI. Signatures of Authorization

Training Provider: Diesel Driving Academy-Baton Rouge

Typed Name: Mitch Busada

Title: Vice President of Finance



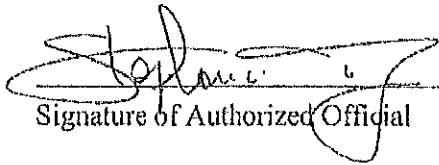
Date: 02/01/2021

Signature of Authorized Official

LWIOA 14:

Typed Name: Stephanie Bruning

Title: Local Area Coordinator



Date: 02/01/2021

Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
5. The training provider assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The training provider assures compliance with the nondiscrimination provisions of S188 of the WIOA.
7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
8. The training provider assures that it and its sub recipients shall comply with the following OMB Circulars and/or Code of Federal Regulations as applicable:

29CFR Part 95 – Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

OMB Circular A-133 – Single Audit Act

OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122 – Cost Principles for Non-profit Organizations

OMB Circular A-21 – Cost Principles for Educational Institutions

45CFR Part 74, Appendix B – Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals.

Federal Acquisition Regulation (FAR) at 48CFR Part 31 -- Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 -- Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

29CFR Part 93 -- Restrictions on Lobbying

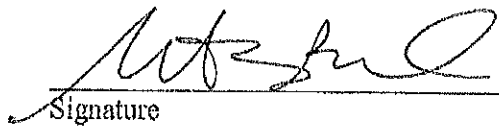
29CFR Parts 31 and 32 -- Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities, (20CFR 667.410).
10. The training provider assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFR 667.600.
11. The training provider assures that it will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds. The training provider agrees to notify LWIOA 14 within twenty-four (24) hours of such occurrence. The training provider agrees to cooperate fully with LWIOA 14, local law enforcement agencies, the State, the U. S. Department of Labor, the Federal Bureau of Investigation and any other governmental agency with jurisdiction to investigate such incidents.
12. The training provider shall comply with the Copeland "Anti-Kickback" Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and sub grants for construction or repair).
13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant Program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
15. The training provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42U.S.C. 1857(h)), section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part

15). (Contracts, subcontracts, and sub grants with amounts in excess of \$100,000).

16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, with respect to the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.


Signature

3.3.22
Date

Mitch Busada /Vice President of Finance

Typed Name and Title

XXII.

**Terms and conditions
Under which training is provided**

Training Provider

Name: Elise Phlebotomy Training Center

River Parishes LWIOA 14

Address: 110 Bellemeade Blvd Suite B
Metairie, Gretna, LA 70056

Address: P.O. Box 1010
Hahnville, LA 70057

Contact Person: Candace McKinnies

Title: Owner / Director

Email: info@ellsephlebotomytrainingcenter.com

Telephone number: 504-400-6676

I. Parties to this Agreement

By mutual understanding, Elise Phlebotomy Training Center, hereafter known as Training Provider and Business & Career Solutions Center, Workforce Innovation and Opportunity Act14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

II. Period of Agreement

This agreement shall begin March 1, 2021 and remain valid until June 30, 2022 or until such time as either party deems it necessary to terminate and/or modify said agreement.

III. Statement of Work

The Training Provider shall provide training instruction, which will assist WIOA eligible clients in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.

IV. Applicable Laws

The Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and the WIOA program during the life of this agreement which shall include, but not limited to, all levels of policy which emanate from the final rules of the workforce investment act and public law 150-220.

V. Payments

Payments to the Training Provider shall be predicated on submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SEOG and/or other federal, state, or local grants are available to the student and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work study and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

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The Training Provider ensures that all departments involved in implementation of this agreement are informed of all terms and conditions, including but not limited to, the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

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LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

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Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission; that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or cost reimbursable item under this agreement, was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete, and/or accurate, the price or cost shall be reduced accordingly by LWIOA 14, and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for actions of subcontractor and shall be responsible for subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

officers, agents, employees, and subcontractors shall make such business records available for investigation, examination, copying, and audit.

The Training Provider agrees to fully cooperate with LWIOA 14 in monitoring the effectiveness of the services and work performed by Training Provider under this agreement, and LWIOA 14 shall have access at all reasonable hours to offices and records of the Training Provider, its officers, agents, employees, and subcontractors for the purpose of such monitoring.

Training Provider shall maintain all records pertinent to this agreement, including financial statistical, property (as applicable), participant records and supporting documentation for a period of no less than three (3) years from the date of acceptance of the final closeout package, and until any outstanding litigation, audit, or claim has been resolved. Furthermore, the Training Provider shall maintain all pertinent records until such date as Training Provider receives written permission from LWIOA 14 to destroy such records.

XV. Hold Harmless

The Training Provider agrees to save and hold harmless LWIOA 14 from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against the Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this agreement.

XVI. Non-Discrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure, the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

If any provision of this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

XIX. Contract Renewal

LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances

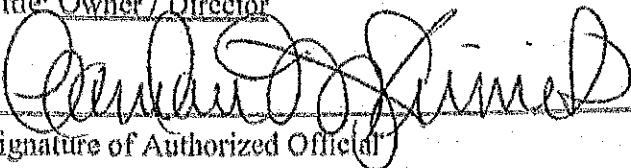
See Attachment.

XXI. Signatures of Authorization

Training Provider: Elise Phlebotomy Training Center

Contact Person: Candace McKinnies

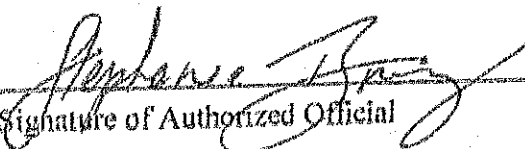
Title: Owner / Director


Date: 03/01/2021
Signature of Authorized Official

LWIOA 14:

Typed Name: Stephanie Bruning

Title: Local Area Coordinator


Date: 03/01/2021
Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
5. The training provider assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The training provider assures compliance with the nondiscrimination provisions of S188 of the WIOA.
7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
8. The training provider assures that it and its sub recipients shall comply with the following OMB Circulars and/or Code of Federal Regulations as applicable:

29CFR Part 95 – Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

OMB Circular A-133 – Single Audit Act

OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122 – Cost Principles for Non-profit Organizations

OMB Circular A-21 – Cost Principles for Educational Institutions

45CFR Part 74, Appendix E – Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals.

Federal Acquisition Regulation (FAR) at 48CFR Part 31 – Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 – Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

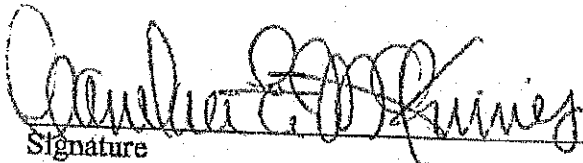
29CFR Part 93 – Restrictions on Lobbying

29CFR Parts 31 and 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities, (20CFR 667.410).
10. The training provider assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFR 667.600.
11. The training provider assures that it will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds. The training provider agrees to notify LWIOA 14 within twenty-four (24) hours of such occurrence. The training provider agrees to cooperate fully with LWIOA 14, local law enforcement agencies, the State, the U. S. Department of Labor, the Federal Bureau of Investigation and any other governmental agency with jurisdiction to investigate such incidents.
12. The training provider shall comply with the Copeland "Anti-Kickback" Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and sub grants for construction or repair).
13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant Program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
15. The training provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42U.S.C. 1857(h)), section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part

- 15). (Contracts, subcontracts, and sub grants with amounts in excess of \$100,000).
16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, with respect to the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.


Signature

3/1/2021
Date

Contact Person: Candace McKinnies
Title: Owner / Director

XXII.

Terms and Conditions
Under which training is Provided

Training Provider

Name: Baton Rouge Community College
Address: 201 Community College Drive
Baton Rouge, LA 70806
Signatory: Dr. Melancon,

Name: River Parishes LWIA 14
Address: P.O. Box 1010
Hahnville, LA 70057
Phone: (985) 783-5030

Title: Vice-Chancellor of Finance and Administration

Contact: Ross Pottschmidt
E-mail: pottschmidtr@mybrcc.edu
Telephone number: 225-216-8239

I. Parties to this Agreement

By mutual understanding, Baton Rouge Community College, hereafter known as Training Provider and Business & Career Solutions Center, Workforce Innovation and Opportunity Act14, starting now known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

II. Period of Agreement

This agreement shall begin July 1, 2021, and remain valid until June 30, 2022, or until either party deems it necessary to terminate and modify the said agreement.

III. Statement of Work

The Training Provider shall provide training instruction, which will assist WIOA eligible clients in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.

IV. Applicable Laws

The Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and the WIOA program during the life of this agreement, which shall include, but not limited to, all levels of policy that emanate from the final rules of the workforce investment act and public law 150-220.

V. Payments

Payments to the Training Provider shall be predicated on the submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates, and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SEOG and/or other federal, state, or local grants are available to the student, and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work-study, and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

VII. Notification to Training Provider's Departments

The Training Provider ensures that all departments involved in the implementation of this agreement are informed of all terms and conditions, including but not limited to the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

VIII. Limitations

LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

IX. Allowable Cost

Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission: that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under the said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or a cost-reimbursable item under this agreement was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete and/or accurate, the price or cost should be reduced accordingly by LWIOA 14 and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for the actions of the subcontractor and shall be responsible for the subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

officers, agents, employees, and subcontractors shall make such business records available for investigation, examination, copying, and audit.

The Training Provider agrees to fully cooperate with LWIOA 14 in monitoring the effectiveness of the services and work performed by Training Provider under this agreement, and LWIOA 14 shall have access at all reasonable hours to offices and records of the Training Provider, its officers, agents, employees, and subcontractors for the purpose of such monitoring.

Training Provider shall maintain all records pertinent to this agreement, including financial, statistical, property (as applicable), participant records, and supporting documentation for a period of no less than three (3) years from the date of acceptance of the final closeout package, and until any outstanding litigation, audit, or claim has been resolved. Furthermore, the Training Provider shall maintain all pertinent records until such date as Training Provider receives written permission from LWIOA 14 to destroy such records.

XV. Hold Harmless

The Training Provider agrees to save and hold harmless LWIOA 14 from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against the Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this agreement.

XVI. Nondiscrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure, the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

If any provision of this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

XIX. Contract Renewal

LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances


See Attachment.

XXI. Signatures of Authorization

Training Provider: Baton Rouge Community College

Typed Name: Corlin Leblanc, CPA

Title: Vice-Chancellor of Finance and Administration



Date: 5/5/21

Signature of Authorized Official

LWIOA 14:

Typed Name: Tommy Scott

Title: Workforce Development Board Director

Date: 02/01/2021

Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations were pursuant thereto, the State title I WIOA Plan, the local approved plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of and accounting for funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
5. The training provider assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The training provider assures compliance with the nondiscrimination provisions of S188 of the WIOA.
7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
8. The training provider assures that it and its sub-recipients shall comply with the following OMB Circulars and Code of Federal Regulations as applicable:
 - 29CFR Part 95 – Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.
 - OMB Circular A-133 – Single Audit Act
 - OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments
 - OMB Circular A-122 – Cost Principles for Non-profit Organizations
 - OMB Circular A-21 – Cost Principles for Educational Institutions
 - 45CFR Part 74, Appendix E – Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

Federal Acquisition Regulation (FAR) at 48CFR Part 31 -- Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 -- Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

29CFR Part 93 -- Restrictions on Lobbying

29CFR Parts 31 and 32 -- Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities (20CFR 667.410).
10. The training provider assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFR 667.600.
11. The training provider assures that it will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds. The training provider agrees to notify LWIOA 14 within twenty-four (24) hours of such occurrence. The training provider agrees to cooperate fully with LWIOA 14, local law enforcement agencies, the state, the U. S. Department of Labor, the Federal Bureau of Investigation, and any other governmental agency with jurisdiction to investigate such incidents.
12. The training provider shall comply with the Copeland "Anti-Kickback" Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and subgrants for construction or repair).
13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
15. The training provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42U.S.C. 1857(h)), section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15). (Contracts, subcontracts, and subgrants with amounts in excess of \$100,000).

16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, concerning the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or according to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

Signature: Corlin Leblanc Date: 5/5/21

Corlin Leblanc

Vice-Chancellor of Finance and Administration

Typed Name and Title

XXII.

Terms and conditions
Under which training is provided

Training Provider

| | |
|--|--------------------------------|
| Name: <u>Name: Safe Road Truck Driving School</u> | <u>River Parishes LWIOA 14</u> |
| Address: <u>4480 General De Gaulle Drive, Suite 101/ 101B,</u> | Address: <u>P.O. Box 1010</u> |
| <u>New Orleans 70114</u> | <u>Hahnville, LA 70057</u> |
| Contact Person: <u>Jadian Mcpherson</u> | |
| Title: / <u>School Director</u> | |
| Email: <u>saferoadtruck@gmail.com</u> | |
| Telephone number: <u>504-644-0338 /504-615-0764 (cell)</u> | |

I. Parties to this Agreement

By mutual understanding, Safe Road Truck Driving School, hereafter known as Training Provider and Business & Career Solutions Center, Workforce Innovation and Opportunity Act14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

II. Period of Agreement

This agreement shall begin July 1, 2021 and remain valid until June 30, 2022 or until such time as either party deems it necessary to terminate and/or modify said agreement.

III. Statement of Work

The Training Provider shall provide training instruction, which will assist WIOA eligible clients in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.

IV. Applicable Laws

The Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and the WIOA program during the life of this agreement which shall include, but not limited to, all levels of policy which emanate from the final rules of the workforce investment act and public law 150-220.

V. Payments

Payments to the Training Provider shall be predicated on submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SEOG and/or other federal, state, or local grants are available to the student and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work study and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

VII. Notification to Training Provider's Departments

The Training Provider ensures that all departments involved in implementation of this agreement are informed of all terms and conditions, including but not limited to, the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

VIII. Limitations

LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

IX. Allowable Cost

Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission: that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or cost reimbursable item under this agreement, was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete, and/or accurate, the price or cost shall be reduced accordingly by LWIOA 14, and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for actions of subcontractor and shall be responsible for subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

Training Provider agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure, the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

If any provision of this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

XIX. Contract Renewal

LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances

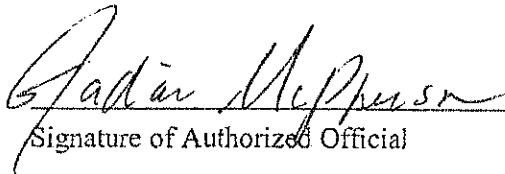
See Attachment.

XXI. Signatures of Authorization

Training Provider: Safe Road Truck Driving School

Typed Name: Jadian McPherson

Title: School Director

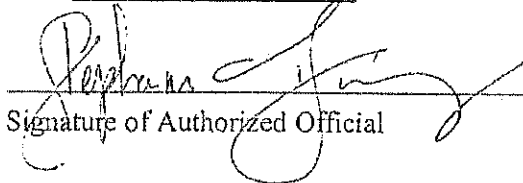

Signature of Authorized Official

Date: 02/01/2021

LWIOA 14:

Typed Name: Stephanie Bruning

Title: Local Area Coordinator


Signature of Authorized Official

Date: 02/01/2021

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
5. The training provider assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The training provider assures compliance with the nondiscrimination provisions of S188 of the WIOA.
7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
8. The training provider assures that it and its sub recipients shall comply with the following OMB Circulars and/or Code of Federal Regulations as applicable:
 - 29CFR Part 95 – Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.
 - OMB Circular A-133 – Single Audit Act
 - OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments
 - OMB Circular A-122 – Cost Principles for Non-profit Organizations
 - OMB Circular A-21 – Cost Principles for Educational Institutions
 - 45CFR Part 74, Appendix E – Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals.

Federal Acquisition Regulation (FAR) at 48CFR Part 31 – Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 – Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

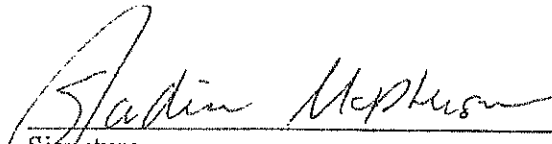
29CFR Part 93 – Restrictions on Lobbying

29CFR Parts 31 and 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities, (20CFR 667.410).
10. The training provider assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFR 667.600.
11. The training provider assures that it will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds. The training provider agrees to notify LWIOA 14 within twenty-four (24) hours of such occurrence. The training provider agrees to cooperate fully with LWIOA 14, local law enforcement agencies, the State, the U. S. Department of Labor, the Federal Bureau of Investigation and any other governmental agency with jurisdiction to investigate such incidents.
12. The training provider shall comply with the Copeland “Anti-Kickback” Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and sub grants for construction or repair).
13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant Program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
15. The training provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42U.S.C. 1857(h)), section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part

- 15). (Contracts, subcontracts, and sub grants with amounts in excess of \$100,000).
16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, with respect to the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.


Signature

2-1-21
Date

Jadian Mcpherson / School Director
Typed Name and Title

XXII.

**Terms and conditions
Under which training is provided**

Training Provider

Name: Next Level Educational Services
Address: 1036 W. Airline Highway Suite 116
Laplace, LA 70068
Contact Person: Krystal Placide Taylor
Title: Program Administrator
Email: info@nextleveledservices.com
Telephone number: 504-330-0641

Name: River Parishes LWIOA 14
Address: P.O. Box 1010
Hahnville, LA 70057

I. Parties to this Agreement

By mutual understanding, Next Level Educational Services, hereafter known as Training Provider and Business & Career Solutions Center, Workforce Innovation and Opportunity Act14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

II. Period of Agreement

This agreement shall begin July 1, 2021 and remain valid until June 30, 2022 or until such time as either party deems it necessary to terminate and/or modify said agreement.

III. Statement of Work

The Training Provider shall provide training instruction, which will assist WIOA eligible clients in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.

IV. Applicable Laws

The Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and the WIOA program during the life of this agreement which shall include, but not limited to, all levels of policy which emanate from the final rules of the workforce investment act and public law 150-220.

V. Payments

Payments to the Training Provider shall be predicated on submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SEOG and/or other federal, state, or local grants are available to the student and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work study and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

VII. Notification to Training Provider's Departments

The Training Provider ensures that all departments involved in implementation of this agreement are informed of all terms and conditions, including but not limited to, the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

VIII. Limitations

LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

IX. Allowable Cost

Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission; that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or cost reimbursable item under this agreement, was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete, and/or accurate, the price or cost shall be reduced accordingly by LWIOA 14, and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for actions of subcontractor and shall be responsible for subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

officers, agents, employees, and subcontractors shall make such business records available for investigation, examination, copying, and audit.

The Training Provider agrees to fully cooperate with LWIOA 14 in monitoring the effectiveness of the services and work performed by Training Provider under this agreement, and LWIOA 14 shall have access at all reasonable hours to offices and records of the Training Provider, its officers, agents, employees, and subcontractors for the purpose of such monitoring.

Training Provider shall maintain all records pertinent to this agreement, including financial statistical, property (as applicable), participant records and supporting documentation for a period of no less than three (3) years from the date of acceptance of the final closeout package, and until any outstanding litigation, audit, or claim has been resolved. Furthermore, the Training Provider shall maintain all pertinent records until such date as Training Provider receives written permission from LWIOA 14 to destroy such records.

XV. Hold Harmless

The Training Provider agrees to save and hold harmless LWIOA 14 from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against the Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this agreement.

XVI. Non-Discrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure, the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

If any provision of this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

XIX. Contract Renewal

LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances

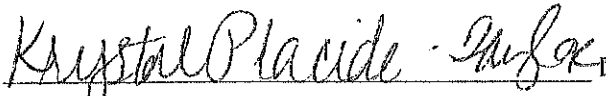
See Attachment.

XXI. Signatures of Authorization

Training Provider: Next Level Educational Services

Typed Name: Krystal Placide- Taylor

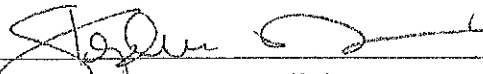
Title: Program Administrator

 Date: 03/01/2022
Signature of Authorized Official

LWIOA 14:

Typed Name: Stephanie Bruning

Title: Local Area Coordinator

 Date: 03/01/2022
Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
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7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
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OMB Circular A-133 – Single Audit Act

OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122 – Cost Principles for Non-profit Organizations

OMB Circular A-21 – Cost Principles for Educational Institutions

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Federal Acquisition Regulation (FAR) at 48CFR Part 31 – Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 – Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

29CFR Part 93 – Restrictions on Lobbying

29CFR Parts 31 and 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)

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13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant Program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
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15). (Contracts, subcontracts, and sub grants with amounts in excess of \$100,000).

16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, with respect to the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

Krystal Placide Taylor
Signature

3-11-2022
Date

Krystal Placide-Taylor
Program Administrator
Typed Name and Title

XXII.

**Terms and conditions
Under Which Training is Provided**

Training Provider

Name: River Parishes Community College
P.O. Box 2367
Gonzales, LA 70707
Contact Person: Bruce G. Waguespack

Name: River Parishes LWIOA 14
Address: P.O. Box 1010
Hahnville, LA 70057

Title: Workforce Development Vice Chancellor
Email: bwaguespack@rpcc.edu
Telephone number: (225)743-8613

I. Parties to this Agreement

By mutual understanding, River Parishes Community College is hereafter known as Training Provider and Business & Career Solutions Center, Local Workforce Innovation and Opportunity Act 14, hereinafter known as LWIOA 14, are bound to the mutual obligations and performance agreed to herein for WIOA eligible clients referred to the Training Provider by LWIOA 14.

II. Period of Agreement

This agreement shall begin July 1, 2021, and remain valid until June 30, 2022, or until such time as either party deems it necessary to terminate and/or modify the said agreement.

III. Statement of Work

The Training Provider shall provide training instruction, which will assist WIOA eligible clients in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.

IV. Applicable Laws

The Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and the WIOA program during the life of this agreement which shall include, but not limited to, all levels of policy which emanate from the final rules of the workforce investment act and public law 150-220.

V. Payments

Payments to the Training Provider shall be predicated on submission of properly completed documents. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates and refunds consistent with the policies of the training provider governing tuition and fees. The handling and processing of payments for WIOA participants shall be accorded the same treatment as other students in the institution.

VI. Duplication of Services

The Training Provider assures that PELL/SEOG and/or other federal, state, or local grants are available to the student and WIOA funds will not be used for the same expenses. The Training Provider and LWIOA 14 shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, grants, work study and any and all other contributions to the training of the WIOA participant. The financial aid package, developed and supported by the LWIOA 14 for the WIOA participant, may include student loans, so long as there is documentation that the WIOA participant is informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.

VII. Notification to Training Provider's Departments

The Training Provider ensures that all departments involved in implementation of this agreement are informed of all terms and conditions, including but not limited to, the financial aid office, classroom instructors, book store(s), and registrar/comptroller/business office.

VIII. Limitations

LWIOA 14 shall not be liable for the costs incurred for individuals not certified as WIOA eligible prior to the enrollment and participation in the training. All refunds, rebates, discounts, and expenses paid by LWIOA 14 are due and payable upon discovery of excessive absenteeism or withdrawal of enrolled WIOA participant(s). The Training Provider shall notify LWIOA 14 of any student falling below acceptable performance at mid-term or any given quarter and/or semester.

IX. Allowable Cost

Funds available under this agreement shall be used exclusively for approved tuition and related fees in accordance with the Training Provider's published catalog and/or fee lists.

X. Availability of Funds

It is expressly understood and agreed by and between the parties that this agreement is wholly conditioned upon the actual receipt, by LWIOA 14, of funds granted by the Louisiana Workforce Commission: that all monies to be distributed to Training Provider shall be exclusively from WIOA funds, and that said agreement or such funds under said agreement are not timely forthcoming, LWIOA 14 may, at its sole discretion, terminate this agreement, and LWIOA 14 shall not be liable for payment of work or services performed by Training Provider under or in connection with this agreement beyond the date of termination.

XI. Payment of Taxes

Training Provider agrees that the responsibility for payment of taxes from the funds they receive under this agreement shall be the Training Provider's sole obligation.

XII. Pricing Data

If any price or a cost-reimbursable item under this agreement, was increased by any significant amount because the Training Provider furnished cost or pricing data that were not complete, and/or accurate, the price or cost shall be reduced accordingly by LWIOA 14, and unilaterally modified to reflect the reduction.

XIII. Assignment

To the greatest extent possible, the Training Provider shall perform its duties hereunder using its own employees, agents, or assistants. Training Provider shall not assign, transfer, convey, sublet, or dispose of all or any part of its rights, privileges, duties, or funds under this agreement without the prior written approval of LWIOA 14. Any attempted assignment of the same without such prior written approval shall be void and constitute a breach of this agreement and shall relieve LWIOA 14 and the State of Louisiana of any and all liability. If any such subcontracts are entered into for fulfillment of this agreement, the Training Provider shall be solely responsible for the actions of the subcontractor and shall be responsible for the subcontractor's compliance with all applicable provisions of this agreement.

XIV. Access to Records and Monitoring

LWIOA 14, Louisiana Workforce Commission, legislative auditor's office, United States department of labor, the comptroller general of the United States, or any of their duly authorized representatives, shall have the right to investigate, examine, and audit, at any time, with reasonable notice, any and all business records relating to the operations of the Training Provider under this agreement. Upon advance notice, the Training Provider, its

officers, agents, employees, and subcontractors shall make such business records available for investigation, examination, copying, and audit.

The Training Provider agrees to fully cooperate with LWIOA 14 in monitoring the effectiveness of the services and work performed by Training Provider under this agreement, and LWIOA 14 shall have access at all reasonable hours to offices and records of the Training Provider, its officers, agents, employees, and subcontractors for the purpose of such monitoring.

Training Provider shall maintain all records pertinent to this agreement, including financial, statistical, property (as applicable), participant records and supporting documentation for a period of no less than three (3) years from the date of acceptance of the final closeout package, and until any outstanding litigation, audit, or claim has been resolved. Furthermore, the Training Provider shall maintain all pertinent records until such date as Training Provider receives written permission from LWIOA 14 to destroy such records.

XV. Hold Harmless

The Training Provider agrees to save and hold harmless LWIOA 14 from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against the Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this agreement.

XVI. Nondiscrimination

As a condition to the award of financial assistance under WIOA from the department of labor, the Training Provider assures, with the respect to operation of the WIOA funded program and all agreements or arrangements, to carry out the WIOA funded program, that it will comply fully with the Non-Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIOA), Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VI of the Rehabilitation Act of 1972, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, the Non-Traditional Employment for Women Act of 1992, and the American with Disabilities Act of 1990, and for beneficiaries only, citizenship or participation, and with all requirements imposed by or pursuant to WIOA implementing regulations in 29 CFR Part 652 ET AL.

Training Provider agrees not to discriminate in its employment practices and will render services under this agreement without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, or disability.

Any act of discrimination committed by Training Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

XVII. Grievance Procedure

The Training Provider must have in place a grievance procedure applicable to WIOA funded employees, WIOA funded student employees, and WIOA participants. The grievance procedure must include a hiring process and a provision that will allow for a review of the Training Provider's decision by LWIOA 14. In the event the Training Provider does not have a grievance procedure; the grievance procedure for LWIOA 14 shall be used.

XVIII. Severability of Clauses

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XIX. Contract Renewal

LWIOA 14 reserves the right to renew this agreement for one additional year based upon satisfactory delivery of services as deemed by LWIOA 14's discretion to extend this agreement does not constitute a funding commitment.

XX. Assurances

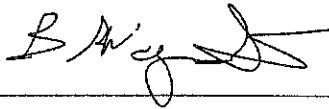
See Attachment.

XXI. Signatures of Authorization

Training Provider: River Parishes Community College

Typed Name: Bruce G. Waguespack

Title: Workforce Development Vice Chancellor



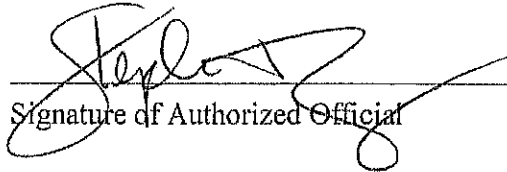
Date: 07/21/2021

Signature of Authorized Official

LWIOA 14:

Typed Name: Stephanie Burning

Title: WIOA 14 Local Area Coordinator



Date: 25 June 2021

Signature of Authorized Official

General Assurances

1. The training provider assures it will fully comply with the requirements of the Workforce Investment Act (WIOA), all Federal and State laws and regulations pursuant thereto, the State title I WIOA Plan, the approved local plan, and any issuance from the Louisiana Workforce Commission and LWIOA 14 and any subsequent changes to any of the above.
2. The training provider assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The training provider assures that veterans will be afforded employment and training activities authorized in S134 of WIOA, to the extent practicable.
4. The training provider assures compliance with the confidentiality requirements of S136 (f) (3) of WIOA.
5. The training provider assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The training provider assures compliance with the nondiscrimination provisions of S188 of the WIOA.
7. The training provider assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of S188 of the WIOA.
8. The training provider assures that it and its sub recipients shall comply with the following OMB Circulars and/or Code of Federal Regulations as applicable:

29CFR Part 95 – Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

OMB Circular A-133 – Single Audit Act

OMB Circular A-87 – Cost Principles for State, Local, and Indian Tribal Governments

OMB Circular A-122 – Cost Principles for Non-profit Organizations

OMB Circular A-21 – Cost Principles for Educational Institutions

45CFR Part 74, Appendix E – Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals.

Federal Acquisition Regulation (FAR) at 48CFR Part 31 – Allowable Cost for Commercial Organizations and Those Non-profit Organizations listed In Attachment C to OMB Circular A-122.

29CFR Part 98 – Government-wide Debarment and Suspension and Government-wide Drug Free Workplace Requirements.

29CFR Part 93 – Restrictions on Lobbying

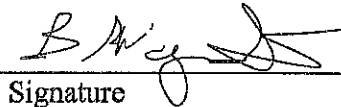
29CFR Parts 31 and 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)

9. The training provider assures that it will follow procedures that are developed for regular oversight and monitoring of its WIOA activities, (20CFR 667.410).
10. The training provider assures that it will follow procedures that are established and maintained for grievances and complaints according to the requirements of 20CFR 667.600.
11. The training provider assures that it will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds. The training provider agrees to notify LWIOA 14 within twenty-four (24) hours of such occurrence. The training provider agrees to cooperate fully with LWIOA 14, local law enforcement agencies, the State, the U. S. Department of Labor, the Federal Bureau of Investigation and any other governmental agency with jurisdiction to investigate such incidents.
12. The training provider shall comply with the Copeland “Anti-Kickback” Act (18U.S.C. 874) as supplemented in the Department of Labor regulations (29CFR Part 3). (All contracts and sub grants for construction or repair).
13. The training provider shall comply with the Davis-Bacon Act (40U.S.C. 276AtoA-7), as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant Program legislation).
14. The training provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40U.S.C. 327-330) as supplemented by the Department of Labor regulations (29CFR Part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$20,000 and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
15. The training provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42U.S.C. 1857(h)), section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part

15). (Contracts, subcontracts, and subgrants with amounts in excess of \$100,000).

16. The training provider shall comply with 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. (P.L. 940163).

As a condition to the award of financial assistance under WIOA from the Louisiana Workforce Commission and LWIOA 14, the training provider assures, with respect to the operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI and Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.



Signature

07/21/2021

Date

Bruce G. Waguespack
Workforce Development Vice Chancellor

XXII.