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**STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION
INTERGOVERNMENTAL AGREEMENT**

Be it known, that the Louisiana Workforce Commission (hereinafter sometimes referred to as "LWC" or State) with its principal place of business at 1001 North 23rd Street, Baton Rouge, Louisiana 70802, and Red River Parish Police Jury (hereinafter sometimes referred to as "Contractor") whose address is, located at P. O. Box Drawer 709, Coushatta, Louisiana 71019-0709, do hereby enter into a contract under the following terms and conditions.

The Fiscal Agent appointed by the Subrecipient:

Fiscal Agent:	The Coordinating and Development Corporation
Address:	P.O. Box 37005 Shreveport, LA 71133-7005
Federal Tax ID No.:	72-0651120
DUNS#:	GELWM131Z2P1
Contact Person:	Candle Sattler
Title:	Director
Telephone:	318-632-2022
Fax:	318-632-2099
E-mail address:	csattler@cdconline.org

Term of Contract

This contract shall begin on **January 1, 2023**, and end on **June 30, 2023**.

Goal and Objectives

The goal and objective of this contract is to retain the services of the Contractor through the Louisiana Workforce Commission and the Seventh Planning District Consortium Workforce Development Board to identify and recruit individuals who were impacted by job loss in the industry sectors of Accommodation and Food Services (NAICS 72) and Arts, Entertainment & Recreation (NAICS 71), within Region Seven, due to coronavirus pandemic, and such individuals seeking new careers in growth industries such as healthcare and transportation warehousing careers. The objective of this contract is for the eligible participant to enhance his/her individualize skillset consistent with industry and occupational demands.

The rigid eligibility requirements for eligibility have created a barrier to receiving services for those who come close but fall slightly short of the low-income requirements. For this reason, our state's legislature, in the 2022 Legislative Session, allocated funding to the Office of Workforce Development payable out of the State General Fund by Statutory Dedications for pilot programs to supplement WIOA funds to train unemployed workers.

Scope of Services

The Contractor agrees to conduct healthcare training under the Medical Assistant Program at Northwest Louisiana Technical Community College and transportation/warehouse training under the Industrial Readiness Training (IRT) program at the Ben D. Johnson Educational Center in the following areas:

- **Healthcare Training**
 - Successful completion of the course will lead to Medical Assistant Certification

- Curriculum and exercises from May 22, 2023 – July 14, 2023.
- **Transportation/Warehouse Training**
 - Successful completion of the course will lead to four (4) stackable Industry Based Certifications (IBCs) - NCCER Construction, OSHA 10, Six Sigma Yellow belt, Forklift Safety/Operator.
 - Participants will receive basic Industrial Readiness Training (IRT) consisting of 2 weeks of curriculum and exercises.

Deliverables

The Contractor will:

1. Provide healthcare credentials under the Medical Assistant Program at Northwest Louisiana Technical Community College to 10 participants.
 - a. Participants will meet Monday-Thursday from 9:00 a.m. -11:00 a.m. and 12:00 p.m.- 2:00 p.m. each day for eight (8) weeks.
2. Enroll 12 participants who will matriculate through the Industrial Readiness Training (IRT) program offered by the Ben D. Johnson Educational Center.
 - a. Participants will meet five (5) times a week for four (4) hours a day through this two (2)-week period for a total of eighty (40) hours of training.
3. Provide transportation/warehouse credentials in NCCER Construction, OSHA 10, Six Sigma Yellow belt, Forklift Safety/Operator for students who complete the training under the Industrial Readiness Training (IRT) program at the Ben D. Johnson Educational Center.
4. Provide career and training services for participants enrolled in the training programs listed in the "Scope of Services" section of this agreement with the intention to build the labor force needed to meet growing labor demand.
5. Upon conclusion of training and/or services, provide a list of participants who have successfully completed the training and/or services to LWC along with a copy of all credentials issued upon completion of the training.
6. Submit a final report on program evaluation to Quanda Charles by July 31, 2023. The final report shall, at minimum, discuss program outcomes, successes, and challenges of the training program.

Performance Measures and Monitoring Plan

Rufus Nwogu, contract monitor, LWC Office of Workforce Development, will ensure adherence to the requirements and completion of this contract. Quanda Charles will serve as the contract administrator and LWC's point of contact. During the contract period, the Contractor and LWC will collaborate in reviewing the performance indicators to ensure such measures are reasonably attainable.

The performance will be based on the number of participants enrolled in the program who are area residents in need of workforce services to improve employment opportunities, unemployed and underemployed including youth (ages 18-24), adults, ex-offenders, and other populations who need reemployment assistance. Participants that successfully complete the program will meet the project goal of re-entering the workforce and filling the labor market gaps in the region.

The Contractor is responsible for ensuring program success, including evaluation and feedback on the program.

The performance indicators to be monitored include:

- **Eligibility** – All participants must be U.S. Citizens, 18 years of age or older prior to enrollment in the training program under this contract;
- **Enrollment** - Number of participants enrolled in the program must be provided;
- **Training** – Educate participants and guide them through meeting an 80% completion rate, to participate in program opportunities;
- **Quality of Learning** - Instructor-led classes along with training materials for each participant must be delivered and documented; and
- **Credentials** – A copy of all credentials and/or certificates of completion issued.

The contractor is required to furnish a report on the named performance indicators upon contract completion by the deadline(s) indicated within Performance Measurements.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor a maximum fee of up to **\$42,000.00** to cover the cost of providing training for applicants in the form of grants.

It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives. Travel and other related expenses are not reimbursable under this contract.

Payment shall be made within 30 days of receipt of invoice. Payment will be made only on approval of the Executive Director of the Louisiana Workforce Commission or her designee.

The Seventh Planning District Consortium Workforce Development Board Administrative Office Invoices shall be sent to:

LOUISIANA WORKFORCE COMMISSION
ATTN: Rufus Nwogu
Office of Workforce Development
1001 North 23rd Street
Baton Rouge, LA 70802

Payments will be remitted by LWC to Red River Parish Police Jury at:

**Red River Parish Police Jury
ATTN: Candle Sattler
Director of Workforce Development
Seventh Planning District Consortium
4000 Viking Drive Suite A-1
Bossier City, Louisiana 71111**

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under Federal Tax Identification Number 72-6001174.

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

Termination for Cause

Should the State determine that the Contractor has failed to comply with the contract terms, the State may terminate the contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the contract termination date.

If the Contractor seeks to terminate the contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

Termination for Convenience

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress to the extent the State determines that the work is acceptable.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R. S. 39:1672.2 – 1672.4.

Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Assignability

Contractor may assign its interest in the proceeds of this contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the state has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

Right to Audit

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

The Contractor shall keep informed of and comply with all provisions of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 et seq., and any and all ethical standards governing receipt of funds pursuant to this agreement. Contractor certifies that no part of the funds disbursed pursuant to this Agreement shall be offered, paid or payable, directly or indirectly, to any public employee, political party or official thereof, or any candidate for political office, for the purpose of influencing any act or decision of such person or party or inducing such person or party to use his or its influence to affect or influence any act or decision of any national, state or local government or instrumentality thereof. For the purposes

of this Section (i), the term "public employee" shall include any person, whether compensated or not, who is:

- (i) An administrative officer or official of a governmental entity who is not filling an elective office.
- (ii) Appointed by any elected official when acting in an official capacity, and the appointment is to a post or position wherein the appointee is to serve the governmental entity or an agency thereof, either as a member of an agency, or as an employee thereof.
- (iii) Engaged in the performance of a governmental function.
- (iv) Under the supervision or authority of an elected official or another employee of the governmental entity.

Contractor further understands that no public employee, or member of his immediate family, except as provided in La. R.S. 42:1120, shall participate in any transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the Subrecipient.

Further, no public employee, except as provided in La. R. S. 42:1120, shall participate in a transaction involving the Contractor in which, to his actual knowledge, any of the following persons has a substantial economic interest:

- (1) Any member of his immediate family.
- (2) Any person in which he has a substantial economic interest of which he may reasonably be expected to know.
- (3) Any person of which he is an officer, director, trustee, partner, or employee.
- (4) Any person with whom he is negotiating or has an arrangement concerning prospective employment.
- (5) Any person who is a party to an existing contract with such public employee, or with any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, or who owes anything of economic value to such public servant, or to any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, and who by reason thereof is in a position to affect directly the economic interests of such public servant.

Discrimination Clause

The Contractor agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the

Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Contractor agrees not to discriminate in its employment practices and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

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

Confidentiality

All financial, statistical, personal, technical, and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R. S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Amendments


Any modification to the provisions of this contract shall be in writing, signed by all parties, and approved by the required authorities.

Contract Approval


This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La. R.S. 39:1595.1.

THUS DONE AND SIGNED on the day, month, and year shown below.

**STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION**

By:  3/8/2023
DocuSigned by:
8EB2C787E324446
Ava Cates *Date*
Secretary

RED RIVER PARISH POLICE JURY

By:  3/1/23
Tray Murray *Date*
President