

**Employer of Record Services  
Attachment B – Scope of Work  
Rfx: 3000019563**

**SCOPE OF WORK**

The scope of work for the Hurricane Ida Disaster Recovery Dislocated Worker Grant (DDWG) project is to create temporary disaster-related jobs for eligible individuals to assist with clean-up, recovery and humanitarian efforts in areas impacted by Hurricane Ida.

**Goals and Objectives:**

The purpose of this solicitation is to establish a Statewide Contract to provide Employer of Record Services to assist the Louisiana Workforce Commission (LWC) with providing temporary disaster-related employment opportunities for Louisiana Workforce Commission (LWC)-identified eligible participants hereinafter referred to as “DDWG Eligible Participants” who are referred to Contractor by LWC or any of the Local Workforce Development Areas (LWDA) under the Hurricane Ida Disaster Recovery Dislocated Worker Grant.

Dislocated Worker Grants (DWG) are time-limited funding assistance in response to major economic dislocations or other events that cause significant impact on states and local areas that exceed the capacity of existing formula funds and other relevant resources to address. The Employment and Training Administration (ETA) considers DWG to be supplemental resources that provide flexibility to states and communities in responding to and recovering from unexpected events that cause large-scale job losses that exceed the capacity of the State or local area to address with formula resources. As such, ETA expects that projects funded with DWG resources be aligned with existing state and local strategic priorities, resources, and programs and not operated as stand-alone projects. Applicants should design and carry out DWG projects to operate in alignment with other state and local programs, including Rapid Response, Layoff Aversion, and the Formula Dislocated Worker Program, which is focused on addressing employment and training needs in states and local areas.

The Hurricane Ida Disaster Recovery Dislocated Worker Grant intends to place individuals into temporary disaster-relief employment to help aid in the recovery of damage caused by Hurricane Ida. Disaster-Relief Employment is limited to two (2) categories: clean-up and recovery efforts or humanitarian assistance.

**Disaster Relief Employment (DRE) – Temporary subsidized employment:**

- Clean-up and recovery activities can include cleaning of damaged public structures, facilities, or land; removal of debris that pose a threat to public safety; and demolition, repair, renovation and reconstruction of damaged and destroyed public structures, facilities, or land, all as a result of the disaster.
- Disaster-relief employment activities shall only respond to or mitigate the impact of the disaster, which means DWG-funded disaster-relief employees shall not be used to perform work aimed at preventing future disasters.

**Employer of Record Services  
Attachment B – Scope of Work  
Rfx: 3000019563**

- The highest priority must be given to clean-up of the most severely damaged public facilities of the disaster area, and to the clean-up and the provision of humanitarian assistance to economically disadvantaged areas within the disaster area.
- Humanitarian Assistance activities are designed to relieve and alleviate suffering, and maintain the human dignity of people negatively impacted by Hurricane Ida. This assistance provides a great range of potential disaster-relief employment activities, which include: assisting with the distribution of donated food items, clothing, medicine, and other supplies; the provision of disaster-related information; and organizing and coordination recovery efforts directly related to the immediate response to the disaster situation.

**Contractor Obligations:**

The Contractor will act as an independent contractor conducting business with the State and as such will comply with all applicable federal, state and local laws regarding working conditions, hours of employment, overtime regulations, and methods of payment. All work shall be performed in compliance with all applicable federal, state, and local laws, codes and regulations. The State is not a co-employer of employees with the Contractor.

The Contractor shall:

- Apportion DWG funding allocated for wages of the temporary workers to only the chosen worksite employer for the Disaster Relief Employment (DRE) project. Projects may perform work on private property only under circumstances outlined in Training and Employment Guidance Letter (TEGL) 12-19 and must seek prior approval of the grant officer before conducting any disaster-relief employment work on private property.
- Assume full responsibility as Employer of Record and shall provide payment of DDWG Eligible Participant wages through Contractor's payroll;
- Make all required deductions and withholdings under applicable federal, state, and local laws, reporting and remitting payroll taxes in compliance with all federal and state tax requirements on Eligible Participant wages;
- Provide and administer health and welfare benefits, if applicable, through Contractor sponsored plans, in compliance with applicable federal and state laws, and subject to eligibility requirements and in compliance with applicable requirements of the Affordable Care Act (ACA);
- Provide workers' compensation insurance coverage that covers the DDWG Eligible Participant, as well as processing and defending all workers' compensation claims;
- Process and defend all unemployment claims;
- Provide DDWG Eligible Participant with all employee-related policies, including an Employee Handbook, that comply with federal, state, and local laws in all locations where Contractor has employees;
- Train DDWG Eligible Participants on compliance with workplace policies, including those that may be required by law;
- Provide a worksite safety program;
- Maintain all employee-related records, as may be required by federal and state laws;

**Employer of Record Services  
Attachment B – Scope of Work  
Rfx: 3000019563**

- Ensure that DDWG Eligible Participants do not displace current workers of employers who are participating in the DDWG program;
- Ensure compliance with all applicable employment laws, including but not limited to the following federal laws, and their state or local equivalents, all as amended:
  - a) Title VII of the Civil Rights Act of 1964 (Title VII);
  - b) Age Discrimination in Employment Act (ADEA);
  - c) Americans with Disabilities Act (ADA);
  - d) Fair Labor Standards Act (FLSA);
  - e) Family and Medical Leave Act (FMLA);
  - f) Section 503 of the Rehabilitation Act;
  - g) Genetic Information Nondiscrimination Act (GINA); and
  - h) Occupational Safety and Health Act (OSHA).
- Contractor shall ensure that employment assigned to DDWG Eligible Participants shall be limited to clean-up and recovery activities of public property, or private non-profit facilities, directly associated with the impact of Hurricane Ida, or humanitarian efforts associated with same. All work shall be conducted within the twenty-five (25) parishes of the State of Louisiana that are affected by the impact of Hurricane Ida.

**Deliverables:**

- Contractor will attend a contractor orientation, at no additional charge to the State, which will be provided by LWC or any of the LWDA (Local Workforce Development Area) staff within thirty (30) days of execution of an Agreement. The orientation shall describe and explain the goals, expectations, and requirements of the Hurricane Ida Disaster Dislocated Worker Grant Program, which provides the source of federal funding that supports this initiative.
- Contractor will participate in hiring events in coordination with LWC or any of the LWDA staff on an ongoing basis.
- Contractor shall ensure that all DDWG Eligible Participants have been determined eligible through the local American Job Center prior to placing the participant into a temporary job assignment. An individual eligible to receive services through the grant must be one (1) of the following, as required by 20 CFR 687.170(b):
  1. Individuals who are temporarily or permanently laid off/dislocated from work as a result of the covered disaster;
  2. Individuals who are a dislocated worker as defined at 29 U.S.C. 3102(3)(15);
  3. Individuals who are a long-term unemployed worker, as defined by the State; or
  4. Self-employed individuals who became unemployed or significantly underemployed as a result of the disaster or emergency.
- Contractor will onboard DDWG Eligible Participants identified by the LWDA staff within fifteen (15) calendar days.

**Employer of Record Services**  
**Attachment B – Scope of Work**  
**Rfx: 3000019563**

- Contractor will provide a job description, which will be written for each DDWG Eligible Participant served under the resulting Agreement within fifteen (15) calendar days. Such job description shall be incorporated by reference into the Agreement and must reflect only the disaster-related work to be completed and include no “regular” worksite duties.
- Contractor will give all DDWG Eligible Participants a copy of the job description **prior to** the DDWG Eligible Participant starting the temporary job assignment.
- Contractor will provide and require that all DDWG Eligible Participants participate in an employee orientation, which covers at a minimum, scheduled work hours, worksite location, supervisory component, completing timesheets, use and care of personal protective equipment (PPE), and health and safety standards associated with Hurricane Ida and **prior to** reporting to work at the worksite.
- Contractor will ensure that:
  1. Worksite agreements are executed and enforced prior to assigning a DDWG Eligible Participant to a temporary job assignment at the worksite;
  2. Worksites are monitored on a monthly basis; and,
  3. Worksite monitoring visits are reported to the LWC or any of the LWDA Contract Administrators.
- Contractor will maintain accurate records regarding time worked by DDWG Eligible Participants and timely transmit compensation payment information to LWC or any of the LWDA staff for each workweek on a weekly basis.
- Contractor will ensure that all DDWG Eligible Participants complete and sign an LWC or any of the LWDA staff weekly DDWG Timesheet, documenting actual time worked by using **Time and Verification Form (to be included with the contract)**.
- Contractor will timely compensate all DDWG Eligible Participants for actual time worked. All DDWG Eligible Participants shall be paid prevailing wages. Information regarding prevailing wage laws will be provided at the contractor orientation.
- Contractor will ensure that all DDWG Eligible Participants receive necessary PPE as required for each worksite **prior** to beginning work at the worksite.
- Contractor will submit monthly invoices and supporting documentation to LWC or any of the LWDA Contract Monitors for reimbursement of participant wages.
- Contractor will submit monthly status reports to LWC or any of the LWDA Contract Monitors by the twenty-fifth (25<sup>th</sup>) of each month to ensure compliance with the DDWG Program.
- Contractor’s Worksite Supervisors shall complete an orientation at no additional cost to the State, for all DDWG Eligible Participants assigned to their worksite within five (5) calendar days. Orientation, at minimum, shall include an explanation of work duties, safety precautions, emergency procedures, and worksite personnel policies covering any specific rules or regulations by which the employee is expected to abide, including benefits information and grievance procedures.
- Contractor shall maintain attendance sheets verifying participant attendance to the orientation.

**Employer of Record Services**  
**Attachment B – Scope of Work**  
**Rfx: 3000019563**

- Contractor shall refer DDWG Eligible Participants to the local American Job Center for allowable supportive services as defined in 20 CFR § 680.900.
- Contractor shall ensure that DDWG Eligible Participants do not displace current workers of employers who are participating in this DDWG Program.
- Contractor shall ensure that systems, procedures, and controls exist to monitor the following grant requirements which are subject to the Department of Labor (DOL) approval:
  - 1) Limitations on Duration of Participation and Wages – Contractor shall ensure that participation will not be more than twelve (12) months or two thousand eighty (2,080) hours in duration, whichever is longer, pursuant 20 CFR §687.180(b)(1) and TEGL 12-19. If disaster relief work remains in the project even after the participants reach their temporary employment limit, the Contractor must bring in additional, new eligible workers to replace those who reached their disaster-relief employment limit. Costs per participant cannot exceed \$20,000.
- Contractor shall ensure that DDWG Eligible Participants are aware of the definition of Temporary Disaster Relief Employment for the purposes of reporting DWG-funded wages to the LWC Unemployment Insurance (UI) Division. Temporary disaster relief employment is considered employment for the purpose of reporting wages for UI or Disaster Unemployment Assistance (DUA) benefits.
- Contractor shall ensure that participant compensation abides by the following guidelines:
  - 1) Participant Wages – The worksite employer that provides participants temporary disaster-relief employment under a Disaster Relief Employment (DRE) is required to pay the higher of the Federal, State, or local minimum wage, or the comparable rates of pay for other individuals employed in similar occupations by the same employer. In accordance with the Workforce Innovation and Opportunity Act (WIOA) Section 181(a)(1)(A), 29 U.S.C. § 3241(a)(1)(A), generally, participants shall be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. § 206(a)(1)) or the applicable State or local minimum wage law. Fringe benefits should be paid in accordance with the policies of the worksite employer.
  - 2) Overtime – Participants may work overtime (subject to regulations of the Fair Labor Standards Act with respect to the level of compensation), provided that this is part of the design of the project and regular employees of the employer in question are also working overtime, subject to the limit on duration and level of compensation for workers under this project. Overtime must be pre-approved by Office of Workforce Development, Louisiana Workforce Commission prior to being worked. If prior

**Employer of Record Services  
Attachment B – Scope of Work  
Rfx: 3000019563**

approval is not requested and pre-approved, costs associated with overtime will be disallowed.

- 3) Health and Safety - Participants must be required to follow the same health and safety standards established under Federal and State law applicable to working conditions of permanent employees. To the extent that State Workers' Compensation law applies, workers' compensation shall be provided to project participants on the same basis as individuals in similar employment, as required by WIOA Section 181(b)(4). In cases in which a project participant is not covered under a State Workers' Compensation law, the project participant must be provided with adequate on-site medical and accident insurance for work-related activities. The project participants must also receive appropriate safety training in accordance with the Occupational Safety and Health Act (OSHA) of 1970 and assure safe working conditions. For more information, contact the OSHA field office. A listing of OSHA field offices is available at <http://www.osha.gov/html/RAmap.html>. OSHA training shall not be specifically available or needed depending on worksite requirements.
- Contractor shall ensure that all funds provided, are expended in accordance with the terms and conditions of any resulting contract and any subsequent amendments thereto and all applicable state and federal statutes, regulations and policies, including those of the WIOA.
  - Contractor must be able to implement disaster-related services at the local level no later than thirty (30) days after the completion of the contractor orientation. At a minimum, the contractor must be able to receive referrals of eligible DDWG participants from LWDA's, on-board DDWG participants, conduct employee orientation, and assign DDWG participants to a temporary job assignment at an approved worksite.

**Payment Terms:**

LWC or any of the LWDA staff will pay for services under the contract based upon the Contractor's cost of providing the services.

**Payroll Procedures:**

Contractor will be paid for Contractor's administrative costs including employer/payroll taxes, benefits, insurance (general liability, workers' compensation, etc.) and overhead. The administrative cost payment, which is in addition to the LWC or any of the LWDA staff reimbursement of each DDWG Eligible Participant's wages for time worked at the DDWG Eligible Participant's hourly rate, is a mark-up percentage for all positions filled under this Agreement. The mark-up percentage will be based on the job title assigned to the DDWG Eligible Participant. Payment of overtime is prohibited unless prior approval is provided by LWC or any of the LWDA staff.

Payments will be predicated upon successful completion of the described tasks and deliverables outlined in the above "Deliverables" section and upon written approval by LWC or any of the LDWA staff.

**Employer of Record Services**  
**Attachment B – Scope of Work**  
**Rfx: 3000019563**

- Contractor shall submit a progress report with each submitted invoice detailing work completed. Invoices are due by the fifteenth (15<sup>th</sup>) of each month for costs expended during the prior month.

Deliverables may be submitted prior to due date listed. Due dates may be revised upon agreement of both parties. In the event that all deliverables are completed prior to this Agreement expiration, Contractor may submit an invoice for the remainder of the funds available and due under the contract.

- Payment shall be made upon successful completion of the deliverables described herein within thirty (30) days of receipt of invoice. Payment will be made only on approval of the Secretary of the Louisiana Workforce Commission or her designee.

Pursuant to P.L. 115-141, Division H, Title I, Section 105, recipients and sub-recipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](https://www.opm.gov) (United States Office of Personnel Management) website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at: [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).