



VA DATE STAMP
(DO NOT WRITE IN THIS SPACE)

CONTRACT FOR TRAINING AND EMPLOYMENT
(Chapter 31, Title 38, U.S. Code)

INSTRUCTIONS: Before completing this form, read the Privacy Act and Respondent Burden on page 4. Use this form for contracts for training and employment. For more information, contact us at <https://www.va.gov/contact-us>, or call us toll-free at 800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the Federal relay number is 711. VA forms are available at www.va.gov/vaforms. After completing the form, if returning by mail, mail to: Veteran Readiness and Employment (VR&E) Intake Center, Department of Veterans Affairs, P.O. Box 5210, Janesville, WI 53547-5210.

Contract Information

NOTE: You may complete the form online or by hand. If completing by hand, print neatly and legibly in ink, and completely fill in each applicable circle to help expedite the processing of the form.

This contract made as of this day of 20 , between the Department of Veterans Affairs and

(hereinafter referred to as the Contractor), an institution or individual located at:

CURRENT MAILING ADDRESS (Number and street or rural route, P.O. Box, City, State, ZIP Code and Country)

No. &
Street

Apt./Unit Number City

State/Province Country ZIP Code —

TELEPHONE NUMBER (Include Area Code)

EMAIL ADDRESS (Optional) I agree to receive electronic correspondence from VA in regards to my claim.

Enter International Phone Number (If applicable)

WHEREAS, the Department of Veterans Affairs is authorized to pay for courses of vocational rehabilitation for claimants under the provisions of Chapter 31, Title 38, U.S.C., (section 3115), and FPR 1-3.215 and

WHEREAS, the contractor has been approved for vocational rehabilitation of claimants under Chapter 31, Title 38, U.S.C., by the Department of Veterans Affairs.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto do mutually agree as follows:

Article 1. Instruction

- (a) The contractor will provide instruction and the necessary books, supplies, and equipment therefore set forth in paragraphs (c) and (d) below, during the period beginning (MM/DD/YYYY) — — , and ending (MM/DD/YYYY) — — to such claimants described herein who may be accepted or retained by the contractor as students in courses described or identified in Schedule 1 attached hereto.
- (b) This contract shall apply to claimants who are approved and designated by the Department of Veterans Affairs as being entitled to vocational rehabilitation training under Chapter 31, Title 38, U.S.C.
- (c) The contractor will provide such courses of instruction in accordance with the charges listed and described in Schedule 1 attached hereto, or as set forth in the catalogs, bulletins, or other publications or schedules which are submitted herewith and identified in Schedule 1 as part of this contract.
- (d) The contractor will furnish to the claimant, as needed, such books, supplies, and equipment as are necessary for the satisfactory pursuit and completion of the courses as referred to in paragraph (c) above. It is understood and agreed that the books, supplies, and equipment to be so furnished will consist of those items required, but in no instance greater in variety, quality, or amount than are required by the contractor to be provided personally by other and all students pursuing the same or similar courses.

The Department of Veterans Affairs will compensate the contractor for the books, supplies, and equipment provided in this article as follows:

Article 2. Payment

- (a) The contractor will prepare and certify invoices or vouchers for tuition fees and other services as set forth in paragraph (c), Article 1, in the manner and form prescribed by the Department of Veterans Affairs. These invoices or vouchers will be presented by the contractor and will be paid by the Department of Veterans Affairs at such intervals and covering such periods as indicated herein:
- (b) The contractor shall furnish to the Department of Veterans Affairs properly prepared and approved invoices or vouchers covering separately the charges for books, supplies, and equipment furnished under Chapter 31, Title 38, U.S.C., as set forth in paragraph (d), Article 1, and containing a certification that the articles have been delivered to eligible claimants and that the institution has evidence of such delivery on hand and available for the inspection of the Department of Veterans Affairs. Such items may be vouchered with charges as set forth in Article 2 (a), or, if desired by the contractor, they may be submitted on a separate invoice or voucher immediately following the delivery of books, supplies, and equipment to the claimants.
- (c) Invoices or vouchers contemplated in Article 2 (a) and (b) will include, as a part of the certification, a statement that no amount received from the government is used or will be used as a rebate, prize, or other payment in goods or money to the claimant veteran trainee.
- (d) The contractor agrees that the payment for services and articles as set forth in paragraphs (c) and (d), Article 1, shall not exceed the charges generally made to all other (non-Chapter 31) students pursuing the same or similar courses of instruction unless it has been determined by the Department of Veterans Affairs that the institution, in order to provide additional facilities to afford education or training, needs additional compensation to cover the cost of such additional facilities.

Article 3. Records and Reports

The contractor shall maintain records of attendance, department, and progress of claimants in training under this contract and shall make available such records and furnish such reports to the Department of Veterans Affairs at such intervals as may be mutually determined and as may be necessary and required by the Department of Veterans Affairs to administer the training of the claimant as required by the law.

Article 4. Inspection

The contractor will permit the duly authorized representatives of the United States Government to visit the place of instruction as may be necessary and examine the training facilities and work of the claimants in training under this contract.

Article 5. Proration of Charges

The contractor agrees that in the event any claimant in training under this contract withdraws or is separated from the institution prior to the completion of the term or his/her course, the charges made for tuition and other fees will be prorated as follows: in Article 6 and Article 7.

Article 6. Termination

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the government. If this contract is for supplies and is so terminated, the contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (48 CFR 49.103), in effect on this contract's date. To the extent that this contract is for services and is so terminated, the government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

Article 7. Limitation

It is understood and agreed that the terms of this contract are subject to and will be governed by the Department of Veterans Affairs regulations issued pursuant to Chapter 31, Title 38, U.S.C., and that any obligations assumed by the Department of Veterans Affairs under this contract is limited to the appropriated funds made available therefor.

Article 8. Extension of Contract Period

When appropriate, this contract may be extended from year to year if agreeable to both parties, provided the agreement for extension is consummated 30 days prior to the expiration date, and further provided that there is no change in the provisions, terms, conditions, or rate of payment. Any extension made hereunder is subject to the availability of funds during the period covered by the extension.

Article 9. Applicable Provision of Standard Form 32

This contract is subject to the applicable provision of standard form 32, general provisions (supply contract) which is annexed hereto and incorporated herein. Applicable paragraphs are 7,8,10,11,13,14,15,16,18,19,20

Article 10. Disputes

- (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Under Secretary for Veterans Benefits. The decision of the Under Secretary or the duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- (b) This disputes clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Article 11. Certification of Non-Segregated Facilities

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location, under their control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification, the term "segregated facilities" means, any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The bidder, offeror, applicant, or subcontractor further agrees (except where they have obtained identical certifications from proposed subcontractors for specific time periods) that they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that they will retain such certifications in their files; and that they will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

CERTIFICATION OF STATEMENT AND SIGNATURE

I CERTIFY THAT I have completed this statement and that its information is true and correct to the best of my knowledge and belief. **IN WITNESS WHEREOF**, the parties hereto have executed this contract as of the day and year first above written:

NAME OF CONTRACTOR

SIGNATURE

DATE SIGNED

— —

TWO WITNESSES AS TO CONTRACTOR

NAME OF WITNESS

ADDRESS OF WITNESS *(Number and street or rural route, P.O. Box, City, State, ZIP Code and Country)*

No. &
Street

Apt./Unit Number

City

State/Province

Country

ZIP Code

—

NAME OF WITNESS			
ADDRESS OF WITNESS <i>(Number and street or rural route, P.O. Box, City, State, ZIP Code and Country)</i>			
Apt./Unit Number	City		
State/Province	Country	ZIP Code	—
NAME OF DEPARTMENT OF VETERANS AFFAIRS EXECUTIVE DIRECTOR OR DESIGNEE		TITLE	
SIGNATURE		DATE SIGNED (MM/DD/YYYY)	
		— —	
ADDRESS <i>(Number and street or rural route, P.O. Box, City, State, ZIP Code and Country)</i>			
Apt./Unit Number	City		
State/Province	Country	ZIP Code	—

CERTIFICATION

I,

certify that I am the

Secretary of the Institution named as contractor herein: That

who signed this contract on behalf of the contractor was then

of said institutions, that said contract was duly signed for an on behalf of said institution by authority of its governing board and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said institution this day of 20 .

.....

.....

.....(CORPORATE SEAL).....SECRETARY

PENALTY: The law provides severe penalties (including fine and/or imprisonment) for willfully submitting any statement or evidence of a material fact you know to be false, or for fraudulent receipt of any document you are not entitled to.

PRIVACY ACT NOTICE: The responses you submit are considered confidential (38 U.S.C. 5701). Your obligation to respond is required in order to obtain benefits. VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (i.e., civil or criminal law enforcement, congressional communications, epidemiological or research studies, the collection of money owed to the United States, litigation in which the United States is a party or has an interest, the administration of VA programs and delivery of VA benefits, verification of identity and status, and personnel administration) as identified in the VA system of records, 58VA21/22/28, Compensation, Pension, Education, and Veteran Readiness and Employment Records - VA, published in the Federal Register. Information that you furnish may be utilized in computer matching programs with other Federal or State agencies for the purpose of determining your eligibility to receive VA benefits, as well as to collect any amount owed to the United States by virtue of your participation in any benefit program administered by the Department of Veterans Affairs.

RESPONDENT BURDEN: An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 2900-0677, and it expires XX/XX/20XX. Public reporting burden for this collection of information is estimated to average 1 hour per respondent, per year, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing the burden, to VA Reports Clearance Officer at VACOPaperworkReduAct@va.gov. Please refer to OMB Control No. 2900-0677 in any correspondence. Do not send your completed VA Form 28-1903 to this email address.