

CONTRACT NO.

**CONTRACT FOR EDUCATION AND TRAINING
(CHAPTER 31, TITLE 38, U.S. CODE)**

This contract made as of _____, between the DEPARTMENT OF VETERANS AFFAIRS and
(hereinafter referred to as the Contractor), an institution or individual located at:

WITNESSETH:

WHEREAS, the Department of Veterans Affairs is authorized to pay for courses of vocational rehabilitation for veterans under the provisions of Chapter 31, Title 38, U.S.C., (Section 1511), and FPR 1-3.215 and

WHEREAS, the Contractor has been approved for vocational rehabilitation of veterans 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 therefor set forth in paragraphs (c) and (d) below, during the period beginning _____, and ending _____, to such veterans 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 veterans 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 at 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 outright to the veteran, 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.

(e) The Department of Veterans Affairs will compensate the Contractor for the books, supplies, and equipment provided in this Article as follows:

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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 veterans 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 the books, supplies, and equipment to the veterans.

(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 veteran trainee.

(d) The Contractor agrees that the payment for services and articles as set forth in paragraph (c) and (d), Article 1, shall not exceed the charges generally made to other (regular) 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 veterans 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 veteran 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 veterans in training under this contract.

ARTICLE 5. PRORATION OF CHARGES

The Contractor agrees that in the event any veteran in training under this contract withdraws or is separated from the institution prior to the completion of the term of his course, the charges made for tuition and other fees will be prorated as follows:

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 (4) CFR 1-8), 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 obligation assumed by the 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 Chief Benefits Director. The decision of the Chief Benefits Director or his 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 NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, 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, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he 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 he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated 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, semiannually or annually).

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

(Contractor)

TWO WITNESSES AS TO CONTRACTOR:

By _____

Address _____

DEPARTMENT OF VETERANS AFFAIRS,

Address _____

By _____

Director or Designee

Recommended for
Approval

Title _____

By _____

Address _____

VR & C Officer or Designee

CERTIFICATE

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 institution; 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 _____, 19 _____.

Secretary

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