

**CONTRACT BETWEEN  
WORKFORCE ESCAROSA, INC.  
AND  
THE SANTA ROSA COUNTY SCHOOL BOARD  
FOR  
YOUTH SERVICES  
WIA-2013-2014-02**

WHEREAS, the Workforce Escarosa, Inc. (Escarosa), a non-profit corporation, is designated as the Workforce Investment Board (WIB) and is charged with the overall duties and responsibilities for the administration of the federal Workforce Investment Act (WIA) of 1998 and the Florida Workforce Innovation Act of 2000 in Escambia and Santa Rosa counties, Florida, Escarosa is in need of certain services more specifically hereafter described; and

WHEREAS, the Santa Rosa County School Board (the Board) has heretofore demonstrated its ability to serve as a service provider of WIA funding and to provide such services and is willing to do so in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

**I. STATEMENT OF WORK**

A. The Board shall provide WIA Youth Program services and outcomes as described in the proposal for youth services submitted by the Board, which is hereby attached and made a part of this contract. Services and outcomes shall be in compliance with the Escarosa 2-Year Workforce Investment Plan as adopted by Escarosa pursuant to the WIA, to wit:

1. Provide for the outreach and recruitment of 130 economically disadvantaged youth ages 14 – 21 years of age. All 130 youth must have an additional barrier as identified by WIA and/or local Workforce Escarosa policy. At least 39 of the 130 participants enrolled must meet the definition of Out-of-School Youth at time of WIA Youth Program eligibility determination. At least 30% of contract expenditures must have been applied to the Out-of-School Youth.

2. The Board will coordinate directly with Escarosa Career Center service provider staff regarding WIA Youth Program Intake and Eligibility Determination requirements.

3. The Board must provide for all of the following key activities and require each program participant to engage in a minimum of two activities, based upon his/her needs.

- a) Career Counseling
- b) Basic Skills Instruction
- c) Job Shadowing
- d) Academic/Work Experience Integration
- e) Leadership and Citizenship Skills Training to include Core Values as adopted by Escarosa
- f) Community Service
- g) Mentoring
- h) Job Skills and Employability Skills Training
- i) Work Experience

4. Program components must be career-oriented and aimed at 1) high school completion or GED obtainment and/or 2) postsecondary/advanced education, military enlistment, or unsubsidized employment.

5. Goals and objectives for all youth participants enrolled into the program must be set within 30 days of the WIA registration date. WIA youth participants 14-18 years of age must successfully complete at least one goal for which he/she is enrolled in alignment with program components and as noted in the Career Plan.

6. For all youth who are determined to be basic skills/literacy and numeracy deficient, which shall be defined as having reading, math or language skills at or below the 8<sup>th</sup> grade level, basic skills instruction shall be a required component. Assessments to be used to determine basic skills deficiency shall be the Test for Adult Basic Education (TABE).

7. Maintain periodic contact, as required, with each participant exiting the program, while providing those same participants with follow-up services for 12 months after exit from a WIA activity. All contact/follow-up activities must be properly documented in hard copy files via the State's current Management Information System. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a) Counseling
- b) Information on Job Opportunities/Job Clubs
- c) Adult Mentoring/Tutoring
- d) Access to Technology to explore Websites and to facilitate Communications
- e) Youth Day Events
- f) Job Shadowing

Follow-up will be conducted at least once per quarter during the 12-month follow-up period.

8. Timely, comprehensive, accurate documentation and data entry of all WIA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information in participant files and via Employ Florida Marketplace (EFM). Anything short of flawless record keeping can negatively impact service provider, regional and state performance.

9. Any/all periodic/ad hoc reports that may be required by Escarosa.

10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to the Escarosa Monitoring Specialist for retention in accordance with federal and state guidelines.

11. All staff who have access to participant confidential information are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by the Board no later than 30 days after employment under this contract.

## **II. METHOD AND TIME PAYMENT**

1. Escarosa shall pay an aggregate amount not to exceed \$291,790 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, the Board determines that submitted line items need to be adjusted, then these

adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$291,790 cannot be over expended. The CFDA # for WIA funding is 17.259.

2. The amount of this contract may be modified based upon funding amounts for WIA PY 2013-2014 and the finalization of expenditures and available carry forward dollars from PY 2012-2013.

3. All monthly invoices must be received by the 15<sup>th</sup> of the following month for the previous month's billing.

4. Reimbursement shall be made to the Board in a timely manner in accordance with Escarosa standard accounting procedures.

5. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not expended be de-obligated for use elsewhere.

6. Escarosa is responsible for all check requests and payables to WIA vendors for support services and to service providers. The Board shall submit its invoices for payment of the funds payable under this contract to Escarosa and shall provide Escarosa such reports and other information as may be required to fulfill Escarosa's duties as Administrative/Fiscal Entity.

### **III. COMPENSATION AND TIME PERIOD**

This service provider contract shall become effective on July 1, 2013, regardless of the date(s) signed by either or both parties, and shall continue to midnight on June 30, 2014. This contract represents the second year in a 3-year Request for Proposal (RFP) cycle; therefore, the contract may be renewed for one additional year dependent upon funding and performance.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

### **IV. PUBLIC RECORDS**

This contract is subject to termination for either party's refusal to comply with Chapter 119, Florida Statutes, the Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

### **V. MODIFICATION UNILATERALLY**

This contract may only be modified by written agreement executed by all parties.

### **VI. EQUAL OPPORTUNITY**

As a condition to the award of financial assistance under WIA from the Department of Labor with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, the Board 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 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; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, The Age Discrimination Act of 1975, as amended, The American with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

## **VII. PROVISIONS AGAINST ASSIGNMENT**

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by the Board without the prior written consent of Escarosa.

## **VIII. FUNDING**

If the WIA-funds anticipated to be received by Escarosa under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by the Board to accept any additional conditions that may be imposed by Escarosa at any time. The Board understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

## **IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT**

The total amount of funds accessible by the Board under this contract is \$291,790.00 payable only upon receipt of stipulated items in Section II of this contract. The total amount of funds attached to this contract may be reduced or increased, depending upon the amount of WIA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

## **X. TYPE OF CONTRACT**

This is a line-item cost reimbursement contract whereby funding provided will be charged to direct costs. This shall be noted in the Budget summary, which is attached and made a part of this contract.

## **XI. INSURANCE**

The School Board of Santa Rosa County, Florida is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract the Board shall maintain a qualified plan of self-insurance pursuant to Section 768.28, Florida Statutes.

## **XII. TERMINATION FOR CONVENIENCE**

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between

the notice of termination and date of termination, Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

### **TERMINATION FOR CAUSE**

If the Board fails to fulfill in a timely manner its obligations under this contract, or if the Board violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to the Board of termination or deobligation and specifying the effective date of such action; however, the Board shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

### **XIII. PROPERTY/EQUIPMENT CLAUSE**

The purchase of property/equipment with these funds by the Board is not permitted under this contract.

### **XIV. MAINTENANCE OF EFFORT**

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIA. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

### **XV. CONFLICT OF INTEREST**

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under WIA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

### **XVI. COMPLIANCE WITH WIA**

The Board assures that it will comply with requirements of WIA and with regulations and policies promulgated thereunder. The Board further agrees to comply with all subsequent revisions, modifications and amendments to WIA and the related regulations as assigned by Escarosa.

The Board assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that Escarosa shall supply the clarification to the contractor.

### **XVII. ACCOUNTING STANDARDS**

The Board shall establish and maintain an auditable system, in accordance with

recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

#### **XVIII. AUDITS RIGHT CLAUSE**

This contract creates a sub-recipient relationship between the Board and Escarosa as defined by Office of Management and Budget (OMB) Circular 1A-133, and therefore a Single Audit must be conducted in accordance with that Circular. If single audit procedures are not applicable due to the Board not exceeding the threshold of \$500,000 in federal funding, the Board must provide Escarosa with a signed statement indicating that the single audit thresholds were not exceeded during the year.

The Board shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIA regulations – as determined in the final resolution of the audit – must be repaid by the Board from non-federal funds. WIA and/or other federal program funding can not be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

#### **XIX. RESOLUTION OF COMPLAINT**

Escarosa Grievance Procedures remain in effect throughout the contract. The Board must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with Board staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Board procedures only. However, grievances that do concern the Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

#### **XX. MAINTENANCE OF RECORDS**

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

#### **RECORD'S ACCESSIBILITY**

Escarosa, United States Department of Labor, Workforce Florida, Inc., and/or the Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract,

both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

## **XXI. TRANSFER OF RECORDS**

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa in an acceptable condition for storage.

## **XXII. SUB-AGREEMENTS**

Sub-agreements are not applicable.

## **XXIII. DEFINITIONS AND ACRONYMS**

ESCAROSA	Workforce Escarosa, Inc.
BOARD	School Board of Santa Rosa County, Florida
USDOL	United States Department of Labor
WIB	Workforce Investment Board
DEO	Department of Economic Opportunity
TABE	Test for Adult Basic Education
CONTRACTOR	School Board of Santa Rosa County
WIA	Workforce Investment Act of 1998

## **XXIV. PERFORMANCE STANDARDS**

The following 2013 federal-state-regional negotiated WIA Core Performance Standards with Common Measures noted -- represent the required performance outcomes associated with this WIA Youth Program contract. Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa. Any adjustments will be noted in writing as a modification to this contract.

<u>WIA Youth Performance Standards</u>	<u>Required Outcome</u>
Positive Outcome Rate as defined by WIA	53%
Attainment of a Degree or Certificate	70%
Literacy and Numeracy Gains	51%

## **XXV. DISALLOWED COSTS**

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, the Board will be responsible for reimbursement of those costs to Escarosa.

## **XXVI. PROGRAM INCOME**

Not applicable under this contract.

## **XXVII. PELL GRANT REDUCTIONS**

The PELL Grant policy is not applicable to this contract.

## **XXVIII. NOTICE AND CONTACT**

The name and address of the manager responsible for Escarosa for this contract is:

Susan B. Nelms  
Executive Director  
Workforce Escarosa, Inc.  
9111 Sturdevant Street, Suite A  
Pensacola, FL 32514

The name and address of the manager responsible for the Board for this contract is:

Charlin Knight  
Director of Workforce Education  
Santa Rosa County School District  
5086 Canal Street  
Milton, FL 32570

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

## **XXIX. SPONSORSHIP**

When sponsoring a program financed wholly or in part by WIA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by the School Board of Santa Rosa County and Workforce Escarosa, Inc." If the sponsorship reference is in written material, the words "Workforce Escarosa, Inc." shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement **“equal opportunity employer/program”** and that **“auxiliary aids and services are available upon request to individuals with disabilities.”**

## **XXX. PROCUREMENT OF SUPPLIES**

Procurement procedures shall be in accordance with the Board's procurement guidelines when purchasing necessary items for the administration of this contract.

## **XXXI. ATTACHMENTS**

The below listed documents are included as part of this contract:

- \* Youth Proposal submitted by the Board
- \* Anti-Lobbying Statement
- \* Civil Rights Act Statement
- \* Debarment, Suspension, and Other Responsibility Matters
- \* Sworn Statements of Public Entity Crimes
- \* American with Disabilities Act Letter of Compliance



- \* Drug Free Workplace
- \* Certification of Florida Clean Indoor Air Act
- \* Escarosa Grievance Procedures
- \* Contract Budget and Budget Summary

### **XXXII. ANTI-LOBBYING**

No funds made available under WIA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds, or to promote or oppose unionization. The contractor shall assure that no WIA funds will be used to assist, promote, or deter union organizing.

### **XXXIII. COPYRIGHT STATEMENT**

1. Contracting Agency shall have unlimited rights in:
  - a) Data first produced in the performance of this contract;
  - b) Form, fit, and function data delivered under this contract;
  - c) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;
  - d) All other data delivered under this contract; and
  - e) Use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

### **XXXIV. SECTARIAN STATEMENT**

The Board agrees that participants funded under WIA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. WIA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

### **XXXV. CLEAN AIR ACT**

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations, (40 CFR part 15). The Contractor shall report any violation to the Contract Manager.

### **XXXVI. FLORIDA ENERGY POLICY AND CONSERVATION ACT**

The Board shall be familiar with and - where applicable, adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 266.80 and 403.519, while engaged in WIA Youth Program activities and under contract Workforce Escarosa.

**XXXVI. PATENT RIGHTS CLAUSE**

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

**XXXVII. DAVID BACON ACT AS AMENDED**

Not applicable to this contract.

**XXXIX. AUTHORIZATION FOR SIGNATURE**

IN WITNESS WHEREOF, said parties hereto have entered into this contract with effective dates of July 1, 2013 through June 30, 2014.

**SANTA ROSA COUNTY SCHOOL BOARD**

**WORKFORCE ESCAROSA, INC**

By: \_\_\_\_\_  
Tim Wyrosdick, Superintendent

By: \_\_\_\_\_  
Susan Nelms, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_