

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
SANTA ROSA COUNTY SCHOOL DISTRICT
FOR
YOUTH SERVICES
WIOA-2017-2018-02**

WHEREAS, the Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Area (LWDA) and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida, Escarosa is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the Santa Rosa County School District of Florida (SRCSD) hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) of 2014 funding and to provide such services 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

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.

a. Provide for the outreach and recruitment of in-school youth ages 14 – 21 years of age and out-of-school youth ages 16-24 years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.

b. At least 75% of the participants enrolled shall meet the definition of Out-of-School Youth at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.

c. No less than 75% of expenditures under the contract shall be on Out-of-school youth. Failure to meet the 75% OSY expenditure requirement will result in disallowed cost. Escarosa will determine the amount to be disallowed in accordance with Federal/State guidelines. Any disallowed cost must be repaid to Escarosa from non-federal funds, and must be paid within thirty (30) days from date of notice of disallowed amount to the Contractor.

d. At least 20% of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite agreements and other activities associated with work experience. (TEGL 23-14)

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

3. The Contractor shall serve 22(24%) in-school youth and 68 (76%) out-of-school youth for a total of 90.

4. The Contractor must provide the following services as described in their proposal for the 14 WIOA Youth components. The 14 components are as follows:

- Leadership and Citizenship Skills Training
- Support Services
- Adult Mentoring
- Comprehensive Guidance Counseling which may include drug and alcohol abuse counseling
- Financial Literacy
- Entrepreneurship training
- Career Awareness, Career Counseling and Career Exploration
- Activities to assist youth in transferring to Post-secondary Education
- Occupational Skills Training to lead to/or acquire a credential or post-secondary credential
- Concurrent education and workforce preparation activities and training
- Tutoring/Study Skills and evidence based dropout prevention and/or recovery
- Alternative School services/Drop Out Prevention
- Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training
- 12 month – Youth Follow-up Services

5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.

6. For all youth who are determined to be basic skills deficient, which shall be defined as having reading, math or language skills below the 9th grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency.

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 WIOA activity. All contact/follow-up activities must be properly documented in participant files and via EFM. 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, and so noted in case notes and Employ Florida Marketplace (EFM) State data reporting system.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA 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 participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor 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 \$277,194.00 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, Contractor determines that submitted line items need to be adjusted, than these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$277,194.00 cannot be over expended. The CFDA # for WIOA is 17.259.
2. The amount of this contract may be modified based upon funding amounts for WIOA FY 2017-2018 and the finalization of expenditures and available carry forward dollars from FY 2016-2017.
3. All monthly invoices must be received by the 15th of the following month for the previous month's billing.
4. Reimbursement shall be made to Contractor 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. To document the 20% work experience expenditure requirement, the contractor may submit the following:
 - a. Actual wages/payroll paid to youth in a paid work experience component, and/or
 - b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective on July 1, 2017 and continue to midnight on June 30, 2018.

The contract may be renewed for FY 2018-2019, dependent upon performance as required by Escarosa and future funding allocations.

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 WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, 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 Veteran's Priority of Service Provisions 38 U.S.C 4215 and 20 CFR 1010, Equal Treatment for Faith Based Organization 29CFR 2, subpart D, 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 Contractor without the prior written consent of Escarosa.

VIII. FUNDING

If the WIOA-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 Contractor to accept any additional conditions that may be imposed by Escarosa at any time. The Contractor 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 Contractor under this contract is \$277,194.00 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 WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement, and cannot exceed the total amount of the contract. A copy of the Contractor Budget Summary is attached and made a part of this contract.

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor 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 Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor 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 Contractor of termination or deobligation and specifying the effective date of such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than 1 year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, phones with a unit cost of less than \$500.00 may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is \$500 or more, Contractor must consult with Escarosa's Chief Financial Officer, and if applicable, Escarosa Information Technology Director, prior to purchase.

Any equipment that cost \$500 or more, will be considered Escarosa property, will be tagged by Escarosa for inventory purposes, and will be turned over to Escarosa should either party terminate the contract or the contract is not renewed. In addition, Escarosa will review lease versus purchase and will make the final decision and purchase of the equipment. The amount of the purchase/lease of equipment over \$500 shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by Escarosa and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

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 WIOA. 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 WIOA 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 WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by USDOL/DOE. Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by Escarosa.

The Contractor 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 Contractor 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 Contractor and Escarosa as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor 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 WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot 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 Contractor 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 Contractor staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Contractor 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, CareerSource Florida, Inc., and/or 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./CareerSource Escarosa
SRCS	Santa Rosa County School District of Florida
USDOL	United States Department of Labor
WIB	Workforce Investment Board
DEO	Department of Economic Opportunity
TABE	Test for Adult Basic Education

EFM	Employ Florida Marketplace, State's data entry system
CONTRACTOR	Santa Rosa County School District of Florida
WIOA	Workforce Innovation and Opportunity Act, PL 113-129
NPRM	Notice of Proposed Rule Making
TEGL	Training and Employment Guidance Letter

XXIV. PERFORMANCE STANDARDS

The following 2015-2016 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, 80% of the "Required Outcome." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2016-2017. Any adjustments will be noted in writing as a modification to this contract.

<u>WIA Performance Standards</u>	<u>Common Measures</u>	<u>Required Outcome</u>	<u>80%</u>
Placement in Employment or Post-Secondary Education		80.7%	65%
Attainment of Degree or Credential		74.29%	59.43%
Literacy and Numeracy Gains		40.0%	32.0%

XXV. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Contractor 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:

Cliff Krut
Executive Director
Workforce Escarosa, Inc.
3670-2A N. L Street
Pensacola, FL 32505

The name and address of the manager responsible for Contractor 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 WIOA 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 Santa Rosa County School District of Florida and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" 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 Contractor'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/and as were attached to the proposal:

- *Proposal and Budget, as submitted by the Santa Rosa County School District
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- *TEGL 23-13
- *Escarosa Grievance Procedures
- *Certification of Equal Opportunity and Equal Access
- *Certificate Regarding Lobbying
- *Drug Free Workplace
- *Florida Clean Indoor Air Act
- *ADA Facility Accessibility Assurance Form

XXXII. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA 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 WIOA 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 Contractor agrees that participants funded under WIOA 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. WIOA 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 Contractor 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 366.80 - 366.85 and 403.519, while engaged in WIOA Youth Program activities and under contract Workforce Escarosa.

XXXVII. 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.

XXXVIII. DAVID BACON ACT AS Amended, (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XXXIX. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 -3708)

Is not applicable to this contract.

XL. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 or Title 18, USC).

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XLI. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract with effective dates of July 1, 2017 through June 30, 2018.

SANTA ROSA COUNTY SCHOOL DISTRICT OF FLORIDA

By: _____
Tim Wyrosdick, Superintendent

Date: _____

WORKFORCE ESCAROSA, INC.

By: _____
Cliff Krut, Executive Director

Date: _____